

PC Mobile Helpdesk Terms & Conditions.

This document is to inform you, as a user that's the purchaser of services from us is governed by the following Terms & Conditions herein contained without exceptions & limitations. Please read these carefully & don't hesitate to ask us if you are unsure about anything.

Before requesting our services.

We are dedicated to providing the highest quality in onsite computer repairs & support to all persons & entities. In order for us to provide you with most effective solution to your problem, you're required to inform us of any existing: known issues, damage, problems with your computer, and problems to attached/non-attached hardware, also if another service provider has been involved. If you fail to inform us, we will not be responsible. We reserve the right to reject service to persons & entities at any time.

Computers, despite being high-precision machines, are complicated & as with anything complicated, things can always go wrong. No matter how much care we take when we are fixing your computer, there is always a chance that unforeseen events may occur resulting in the corruption or loss of data, damage to hardware, & corruption of other & existing software applications. This is especially true if your computer is in a precarious state to begin with.

We cannot guarantee that we will find a solution to or be able to repair, all problems that occur that may be diagnosed. However, we will endeavour to provide a working solution that provides a work-around of the identified issue in order to get your system working.

If you mention further issue(s) once we are onsite, & you would like these addressed, this will extend the time of engagement to resolve the extra mentioned issue(s).

If we find anything else wrong with your system besides what you initially mentioned or you mention further issue(s); you will be notified with an estimate. We will not perform any work without your consent (verbal or written).

Essentially, there are two types of problems with computers:

1. Those that originate as a result of faulty hardware.
2. Those that originate as a result of a software problem.

We follow a routine to ensure as far as possible:

1. That you do not have any valuable data
2. You are aware of the choices available to you if there is a chance you will lose the data contained on your computer.

Type of User definition.

Residential User Definition

A home or residential user is a person who uses their device at home for personal & recreational use. This means, that you do not store any work or business related files on your device. If you do have one or two work or business related files on your device, we will still be happy to render residential rates to you.

Business User Definition

A Business user is a person or entity that makes use of their device primarily for business or commercial related activities for the purpose of making a profit.

Non-Profit User Definition

A Non-profit user is a person or entity that makes use of their device that does not operate for the profit, personal gain or other benefit of particular person or entities.

Fees

Time of engagement for a Residential/Non Profit User rate is charged at \$75.00 p/hr.

Time of engagement for a Business User rate is charged at \$100.00 p/hr.

Standard business day time of engagement is a minimum of 1 hr, then per 15min block.

Non-standard business day time of engagement is a minimum of 2 hrs, then per 30mins block.

Any general advice from us will be charged after an initial free consultation period of 15mins, at the appropriate user rate.

A late fee of 10% of total due amount will be applied for every month there is an outstanding payment. The late fee will start from the anniversary of the 1st month of the date of the original completed time of engagement. The total amount of the late fees will not exceed the original time of engagement outstanding payment.

Cheque stop fee is \$3.00; dishonour cheque fee is \$11.00. The relevant dishonoured fee will added to the due payment.

Call out Fee of \$10 will be applied if the user requires onsite visit & their physical address is greater than 30km of post code 6109.

If you fail to make full payment by our nominated due date & legal proceedings has been started against you, all legal associated & recovery costs will be applied to the outstanding payment.

Payments

Terms of payment are strictly on completion of time of engagement, by either means of cash / cheque / credit card / EFT / 7 day invoice. If you require longer than 7 day invoice, please contact us.

If a 7 day invoice is issued, it's your responsibility to pay the amount shown on the invoice by the due date. You must provide our account details to your financial institution when making an invoice payment to us; we will not be liable for any incorrect information that was correctly provided at the time on the issued invoice to you.

Hardware

Problems originating from faults within the physical structure of a computer are usually more serious than those created by software errors. If something has gone wrong with your computer's hardware, then the defective part will most likely need to be replaced. If the defective part contains data (such as, not limited to, a hard drive, CD, Floppy Disk, USB drive), then there is a high probability that this data has been lost & cannot be recovered (in certain cases, where it may be possible to recover your data, & you would like us to try & save it, we may need to take your computer back to our place of business in order to try & retrieve it). Please remember though that hardware faults (especially hard drive faults) are potentially the most dangerous to your data & we can make no guarantee that we will be able to recover any lost data.

Hardware Warranty

If problems arise with purchased equipment from us, warranty only claimable via the original supplier & manufacturers only. Unless otherwise agreed to, in writing by us.

If the hardware has been purchased other than from us, the customer will have the option for us to pursue the original supplier of the hardware for warranty, (this will increase the time of engagement). Proof of purchase maybe required from the customer to enable us to perform this service. The customer will be offered to pursue the warranty themselves, by means of contacting the respective support services themselves.

Hardware Warranty (continuation from page 2)

The warranty on any hardware, regardless if we have supplied it, will be voided if any sticker placed on the warrantable equipment is removed, broken or tampered with in anyway.

Software

If your problem has arisen as a result of software errors we always recommend that you perform a backup of all your important data before any work is attempted. As with hardware, in some cases it is possible that data has been/can be corrupted to the extent that it has been lost. Software errors are usually only a concern for us if important system data has been affected (for example, files that Windows or a program needs in order to operate correctly). Due to the complexity of software development, some software applications are incompatible & error prone as a result of software programming & how software interacts with other software already installed, therefore we do not guarantee the correct & error-free functioning of all software products on all computers, & you the customer acknowledge that errors resulting from software are not responsibility of PC Mobile Helpdesk. We will recommend viable & effecting alternatives to your software where possible, & it is the customer's choice whether or not to implement such solution (known as a work-around), & the customer acknowledges, whatever their decision may be, that we have met our commitment to you.

Software Warranty

The customer will have the option for us to pursue the original supplier of the software for warranty, (this will increase the time of engagement) proof of purchase maybe required from the customer to enable us to perform this service. The customer will be offered to pursue the warranty themselves, by means of contacting the respective support services themselves.

Data Backup

We will make every effort to protect your data, however, it is possible that data can be lost due to factors beyond our control. You, the customer, are responsible for backing up your data to storage media other than on the effected device. We may back up your data for you at your request (this will increase the engagement time), if your system has the necessary means to do so onsite, with our own equipment, or by other means at our place of business.

You also understand & that during the course of backing up of the data, it may become corrupt, unusable. Data backup includes (not limited to) the process of copying, moving, ghosting, drive imaging, drive cloning. As the data transfer depends on the condition of your media and/or data integrity at the time of the backup, such as (not limited to) your system being contaminated, hardware failure. In such cases you will not hold us responsible or any loss of revenue or income resulting from such loss.

Hard disk formatting/a rebuild

In some cases, a fresh start (a process called a "rebuild") is needed in order for us to provide you with a stable, optimally functioning & working device.

If there is any software or devices that you would like us to install in the event of a rebuild, then you will need to provide us with the original installation files & product licence/registration information of that program or device prior to the rebuild.

If you are unable to produce satisfactory evidence to us at the time of engagement, that you're entitled to the software, it will be then the user's responsibility to provide proof of entitlement of the software to be installed. If you are unable to provide proof at the time of engagement, then software or devices will not be installed by us.

PC Mobile Helpdesk complies with all software licensing laws/requirements & only uses original purchased software & legitimate registration/licence keys. The customer understands that **ALL DATA WILL BE LOST**, if we have to rebuild your device.

Onsite Services

We deliver timely, resolute & quality IT support & computer repairs services to your location. In order to provide our services to you, we will require access to locations, files, passwords, & peripherals. If you do not provide access or availability to these, we may not be able to provide our services or result in increased engagement time to locate those items to provide that service to you. Once a time & date has been arranged between us & you, it will be the user's responsibility to be at the nominated location at the nominated time, a 1hr minimum engagement time will be charged at the appropriate user rate if the user is not available when we arrive at the nominated location.

Service Warranty

On all computer repairs services are provided by us with a "service warranty" for a period of 48 hours, known as the "warranty timeframe" after the time of engagement.

We will address & repair the problem at no additional charge if: you inform us of a problem resulting from our services within the "warranty timeframe"; & we determine through analysis of the problem that our services were rendered unsatisfactorily.

The "service warranty" doesn't apply to any of the following events: misuse, abuse, fire, theft, accidental damage, surges, spikes, brownouts, any type of illegal activities.

"Service warranty" also doesn't apply to settings that have been re-adjusted/tampered directly or indirectly by a user or an authorised user.

We will not provide any "service warranty" on any software or hardware that has been upgraded, that the customer has elected to perform or been recommended to perform by us, or by other persons, if we are not actually performing the upgrade.

"Service warranty" that we supply will not apply if the respective copyright owners of software elect to upgrade or improve their respective software.

Any further services the customer may require as a result of the above mentioned will be subject to additional charges at relevant user rates. This applies to all our services.

Confidential agreement

PC Mobile Helpdesk & the customer irrevocably agree that they shall not disclose or otherwise reveal directly or indirectly to any third party, any confidential information provided by one party to the other, or otherwise acquired.

In Particular: contract terms, product information, manufacturing processes, prices, fees, financing arrangements, schedules, information concerning the identity of sellers, producers, buyers, dealers, borrowers, brokers, lenders, distributors, developers, manufacturers, technology owners, or their representatives, specific individual names, addresses, principals, or telex / fax / telephone numbers, references, product or technology information, passwords, & or all other information, advised by PC Mobile Helpdesk or the Customer to another as being confidential or privileged, without the prior specific written consent of PC Mobile Helpdesk or the Customer providing such information. Neither PC Mobile Helpdesk nor the Customer may be held liable, if, through no action or fault of the latter, any of the above mentioned confidential information is released by the owner or a third party.

PC Mobile helpdesk Disclaimer

The information/solutions that we provide you is based on the information that you provide us & diagnose at the time of engagement, if this information/solutions fails due to unforeseen circumstances beyond our control you acknowledge that in such cases you will not hold us responsible or any loss of revenue or income resulting from such loss.

If we suggest a service or product, it's the customer's responsibility to satisfy themselves or make further independent enquiries of the obligations of the services or products being suggested by us, by the means of (not limited to) Product Disclosure Statement, critical information summary, & any terms & conditions by contacting the respective companies themselves.

Customer shall back up all data stored in the products to be repaired and remove any removable media, such as diskettes, CDs, DVDs or PC Cards before returning or submitting the products for repair or replacement.

Customers are responsible to safely store any licence/password information relating to themselves & their computer system securely that is supplied by me to you.

We do not accept any liability for data or software which is lost, corrupted, deleted or altered during repair. Customer accepts full responsibility for Customer software and data & we are not required to advise or remind customers of appropriate backup & other procedures. Although we will never overwrite/format over Customer hard disk data, it is Customers responsibility to backup & complete the restore of personal data after repair.

If a customer chooses not to follow our advice of a plan or action then we can't be held responsible for the unpredictable outcome, if customer requires our assistance to resolve the unpredicted outcome, this will be viewed as a new issue.

We will not be liable for any damage caused to other equipment by Goods we supplied.

We do not accept responsibility for any damage or loss of data resulting from viruses or other malicious pieces of software that may have escaped detection that was on your system/device, or trying to remove at the time of engagement.

We will not recommend, condone, assist, repair, install or setup any computer/device/software for the purpose of any type of any known or unknown illegal activities.

We will not perform any work that involves/requires voiding any manufacture warranties, even if previous work has already been performed by another party. The only exception to this, if we have the express permission from the manufacture of the computer/device/software.

We have permission from the customer, to replace hardware/software of similar, better, & compatible of the original hardware/software.

The customer understands and accepts that some applications/hardware may no longer work correctly after a reinstallation of a different/same operating system, for example: going from windows 7 to windows 10, or a complete rebuild of the same windows 7.

PC Mobile helpdesk Disclaimer (continuation from page 5)

The customer understands & accepts that some applications/hardware may no longer work correctly after a repair. This is due to the need of reinstallation of software/hardware installation of different hardware or software, or the software is no longer available or is no longer compatible.

It is the customer's responsibility to fine tune applications or hardware to the customer's particular way of using/working, once we have completed any installation/repair.

It's at our discretion to return calls/emails/text or provide support to you outside our standard business day hours.

We have the option to withdraw support/services if there are any unpaid monies, without notice & for any length of time, until all monies have been paid.

All goods supplied, will still be in the ownership of us until all issued invoices of those goods supplied have been fully settled.

These Terms & Conditions set in of 'MHD-T&C-v1.5' document, now supersede any other versions before it.

Reference Terms

References to "PC Mobile Helpdesk" in the terms & conditions are references to the Business entity identified as ABN 34 347 580 110, that is supplying the services.

References to "we", "us", "our" in the terms & conditions are references to PC Mobile Helpdesk & its related companies, appointed technicians, contractors or agents.

References to "anyone", "your", "you", "customer", "user(s)", "authorised user(s)", in the terms & conditions are references to the individual or entity receiving "services" from PC Mobile Helpdesk

References to "authorised user(s)", in the terms & conditions are references to the individual or entity receiving services that you have allowed or given permission directly or indirectly to use your computer/device.

References to "Services" in the terms & conditions are the supplying of support of PC Mobile Helpdesk for the purpose of resolving your issue(s) or providing consulting.

References to "time of engagement" in the terms & conditions are references to the individual or entity receiving the services of PC Mobile Helpdesk for the duration of time measured in per hour of resolving or consulting. This can include & not limited to, support by means of researching the issue, communication with you by form of any text messaging, phone calls, chatting with you, remote controlling your computer/device.

References to "onsite" in the terms & conditions are references to the PC Mobile Helpdesk & its related companies, appointed technicians, contractors or agents travelling from PC Mobile Helpdesk place of business to a physical address of the individual or entity for the purpose of providing services.

References to "rebuild" in the terms & conditions is a references to the reformatting of your hard disk, which results in a clean wipe of your current install of windows & applications, back to a state of a default factory installation. This process removes all types of data, including any types of applications you have installed.

References to "Software" in the terms & conditions are a general term that describes a program or application. Software consists of lines of code written by computer programmers that have been compiled into a computer program. Software programs are stored as binary data that is copied to a computer's internal storage. Programs or applications that are copied on your computer's internal storage and then ran are synonymous with installing software on your computer. Software programs can also consist of scripts, & instruction sets. Software requires computer hardware, software programs often have system requirements that list the minimum hardware required for the software to run.

References to "Hardware" in the terms & conditions are references to the physical parts of a computer & related devices. Internal hardware devices can include motherboards, internal drives, & RAM. External hardware devices can include monitors, keyboards, mice, printers, & scanners. The internal hardware parts of a computer are often referred to as components or parts, while external hardware devices are usually called peripherals. Together, they all fall under the category of computer hardware.

Reference Terms (continuation from page 7)

References to "device" or "computer" in the terms & conditions are references to us dealing with an electronic object or machine which has been designed or manufactured for a particular purpose. For example, not limited to, an ipad, iphone, PVR, Television, computer system.

References to "Work-Around" in the terms & conditions are references to a method of circumventing or overcoming a problem without being able to fix the actual identified problem. This fix could be a short-term, temporary or permanent solution.

References to "standard business day" in the terms & conditions are references to our operating times, which are from Mon to Fri from 8:00am to 8:00pm, Sat from 1:00pm to 6:00pm.

References to "non-standard business day" in the terms & conditions are references to outside of our "standard business day", which includes Public holidays as defined by state authorities.

References to "outstanding payment" in the terms & conditions are references to full payment of services rendered that have not been received by the nominated due date by us.