



CLOUDNET TERMS AND CONDITIONS OF SALE

All clients must agree to the complete set of terms and conditions before any transactions are entered into.

PAYMENT

Unless otherwise agreed in writing, our initial terms are COD for all hardware, software and Services delivered. This may vary on consultation with the customer. I.e. you may receive a discount on purchases if payment is made up front, this is however at the discretion of Cloudnet and is not indicative of usual trading terms.

If you take advantage of our pc-Assist monthly support service, you will receive 14 day terms on Service and support (COD still applies on Hardware sales). Cloudnet only accept direct bank deposit, cheque or cash payments; we also accept credit card or EFTPOS transactions. If paying by cheque, we require cleared payment before any goods are released, usually 5 working days.

Any hardware orders (ie computers and or peripherals) over \$999.00 require a 50% deposit.

Account terms are as follows:

1. The charge for the Services and all other charges payable by the Customer hereunder shall be paid (unless provided for elsewhere in this Agreement or otherwise agreed) within 14 days' after the receipt of Cloudnet's invoice
2. If any sum payable under this Agreement is not paid within 14 days after the due date then, without prejudice to Cloudnet's other rights and remedies, Cloudnet reserves the right, to the extent permitted under applicable law, to charge interest on such sum at the rate of 2% per month.

Bank Account Details – Bank: Suncorp

Account Name: Cloudnet

BSB: 484-799

Account Number: 053008525

PRODUCTS

Cloudnet may revise and/or discontinue Products at any time without notice as part of Cloudnet's policy of on-going Product up-date and revision. Revised or updated Products will have the

functionality and performance of the Products ordered. The Customer accepts that Cloudnet's policy may result in differences between the specification of Products delivered to the Customer and the specification of Products ordered.

DELIVERY

Any dates quoted by Cloudnet for the delivery of the products are approximate only and shall not form part of the Contract. Cloudnet shall not be liable for any delay in delivery of the products and/or services, howsoever caused .

SERVICE AND TECHNICAL SUPPORT

Cloudnet will provide general service and technical support to Customers in accordance with the current service and technical support contract, please ask for current contract policies in effect. Cloudnet has no obligation to provide service or support until Cloudnet has received full payment for the product or service/support contract for which service or support is requested.

"Standard Service Hours" means the hours between 9.00 a.m. and 6.00 p.m. Monday to Friday, excluding Sundays and public holidays. Additional service hours may be available at PC Solution's discretion in consideration of the payment of additional fees as agreed at the time of services ordered

"Telephone Support" means telephone hardware fault diagnosis provided by Cloudnet at its sole option and on such terms and conditions as it may, from time to time determine. Telephone support is available during Standard Service Hours, or may be available at Cloudnet's discretion out of Standard hours, for an additional fee, agreed at the time of services ordered. "Email Support" is valid if included in your current support contract. It is limited to answering queries, simple support issues and advice on use and maintenance of hardware and software supplied by Cloudnet. It does not cover training or issues deemed by Cloudnet to be addressed ineffectively by an email response.

"Remote Support" is an additional service offered by Cloudnet. It allows us (once you have agreed and loaded the required program) to access your computer and perform simple maintenance and run checks on your pc. This is offered on the proviso that remote access is available by a cable, satellite or ADSL connection running on the pc. (Check with staff for details).

Cloudnet shall not be liable to the Customer for any incidental, indirect, special or consequential damages, loss or corruption of data arising out of or in connection with a service performed remotely.

WARRANTY

Cloudnet warrants to the Customer that products supplied by Cloudnet will be free from defects in materials and workmanship affecting normal use for a period of one year from invoice date ("Standard Warranty"). This Standard Warranty does not cover damage, fault, failure or malfunction due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorised by Cloudnet, usage and/or storage and/or installation not in accordance with Product instructions, failure to perform required preventive maintenance, normal wear and tear; any attempt by any person other than Cloudnet personnel or any person authorised by Cloudnet, to

adjust, repair or support the Products and problems caused by use of parts and components not supplied by Cloudnet. The standard warranty does not cover onsite inspection or repair, unless offered by the supplier of the hardware at fault. We can arrange an onsite inspection or repair under warranty, (if you do not wish to return the item yourself), however it will incur an onsite callout fee. All new hardware is covered under a separate warranty issued by the individual manufacturer.

LIABILITY

Cloudnet and Customer agree that Cloudnet will not be liable for products not being available for use, or for data or software which is lost, corrupted, deleted or altered. Cloudnet shall not be liable to the Customer for any incidental, indirect, special or consequential damages arising out of or in connection with the purchase, use or performance of products or services.

It is the customers responsibility to store all original and backup disks, programs and manuals in a safe place, in case they are needed to perform any service work.

REPLACEMENT

Cloudnet reserves the right to replace the whole of the Products or any part or parts thereof which may be found to be faulty or in need of investigation. Cloudnet, in effecting such replacement, is under no obligation to use Products or any parts thereof which are identical in all respects to the faulty Products. Cloudnet reserves the right to supply used or reconditioned parts or Products which are equivalent to new in functionality and appearance. Cloudnet shall ensure that any Products or parts thereof used in replacement shall have substantially the same fittings and at least an equivalent specification to the faulty products or parts thereof. Cloudnet reserves the right to supply products or parts thereof manufactured by whomsoever it shall, from time to time, deem appropriate. The warranty term for a spare part used in repairing Products ("Replacement Part") is 90 days from its installation in the Product or the remainder of the warranty term for the Product into which it is installed, whichever is longer. For the avoidance of doubt, the warranty term of a Product is not extended after its repair or replacement. The provisions of this Agreement shall apply to all replacements of any part or parts of the Products made by Cloudnet during the continuance of this Agreement.

The Customer shall: (a) Promptly notify Cloudnet in writing or email, if the Products need service or are not operating correctly. (b) Keep full security copies of any of the Products comprising Software and of the Customer's programs, databases and computer records in accordance with best computing practice. The Customer acknowledges that they are responsible for re-loading their own application software after any such Services have been provided. It is the Customer's responsibility to backup data on the system.

REMOTE SUPPORT

The remote help service is a one way remote system, that only works when you click on a specific connection. Once the remote session is done it automatically ends the connection. Restarting your system will also end the connection.

By using our service you are notified and are agreeing to the service terms.

1- By accepting service from Cloudnet, you are acknowledging that you have read and understand these terms and conditions and agree to all these terms below. **YOU AGREE TO THESE REPAIR TERMS AND ALL APPLICABLE**

SERVICE AND DIAGNOTIC FEES.

2- You have requested service from Cloudnet. Cloudnet will diagnose and service your computer for an applicable fee as described in Paragraph 3 below.

3- Services and Diagnostic Fee.

Cloudnet will attempt to determine, diagnose and repair your computer via remote access for an applicable fee. Sometimes a successful repair is not possible due to problems with your computer or its configuration. In these situations we may be unable to complete the necessary services or resolve the problem to complete the repair of your computer and/or digital technology. In these cases Cloudnet is not liable for incomplete repairs and applicable services and diagnostic fees will remain due to Cloudnet.