

**SAFEMODE COMPUTER SERVICE BUSINESS IT SUPPORT PLAN
TERMS OF SERVICE**

*Applicable to Business IT Essentials plan, Business IT Standard plan, Business IT Pro plan,
Business IT Premium plan, Business IT Enterprise plan*

1. **The Plan.** These terms and conditions of this service contract (“**Terms and Conditions**”) govern and describe the technical support service (the “**Service**”) we will provide you under the Safemode Computer Service Business IT Support Plan (the “**Plan**”), which includes Business IT Essentials plan, Business IT Standard plan, Business IT Pro plan, Business IT Premium plan, and Business IT Enterprise plan. References to “you” and “your” are references to the person or the business who is authorized to receive Service per Section 8, below. References to “we,” “our” and “us” are referring to Safemode Computer Service and their employees or third party service providers, as the case may be.

2. **When Your Plan Begins and Ends; Types of Plans**
 - a. Your Plan begins on the date you purchase this Plan and shall end as explained below depending on what type of Plan you purchased (the “**Service Period**”):
 - **One-Time-Pay Plans.** If you paid for your Plan in one payment, based upon a specific term, Service under your Plan will end one, two, or three years from the date on which it started, depending on the length of the Plan you purchased.
 - **Continuous Monthly Plans.** If you selected a month-to-month Plan, your Plan will continue for the minimum contract term, then indefinitely on a month-to-month basis until it is cancelled. Until the Plan described in this paragraph is cancelled, you authorize us to charge your credit or debit card at the beginning of each monthly billing period for the amount specified on your purchase confirmation or payment receipt.
 - b. **Cancellations/Renewals.** For more information on how your Plan may be cancelled or renewed, please refer to Section 9, below.

3. **What is Covered?**
 - a. This Plan provides Service for a certain number of specific eligible devices that the Plan advertises, which must be personal or business computers (notebooks, laptops and desktops) that have Windows or Mac OSX operating system, including Windows Server or Mac OSX-Server operating system. Tablets and mobile phones are not eligible devices. You choose the selected eligible devices that you want covered when you request Service for the first time under this Plan and these devices become the “**Covered Products**”.

- b. During the Service Period, we will provide you with access to in-store, telephone, and internet-based technical support resources. Service may include assistance with software installation, configuration and troubleshooting; password reset; interpreting system error messages and determining when hardware service is required.
- c. The Service also includes assistance with the initial set up of your Covered Products, providing software for remote troubleshooting purposes; computer tune-ups including operating system updates; fan, screen and keyboard cleaning in our store; the labour to remove and install your hard drive or memory if you if you require an upgrade or replacement, in our store; and, upon your request, removing data from your hard drive.
- d. Installation of peripherals such as printers, scanners, cameras, keyboard, mouse, mobile phones via USB, LAN, or WLAN connection.
- e. Outlook email setup for your selected business email accounts.
- f. Upon your request, we will perform a health check of your Covered Products, including any covered Server computers.
- g. Upon your request, we will perform a check on data backup status of your Covered Products, including any covered Server computers. We will set up automatic data backup for your Covered Products if required.
- h. Upon your request, we will provide IT advices and consultation over the phone or email.
- i. Upon your request, we will create or remove email accounts from web hosting, provided that your web hosting is provided by us, or you have business-class email set up by us.
- j. Limited support for third party programs: Adobe products, MYOB, QuickBooks, POS programs, iTunes, Skype, iPhoto, Photos, etc. We are not specialized in third party programs, we will answer your questions and attempt to troubleshoot these programs to our best knowledge.
- k. Upon your request, we will diagnose and repair operating system problems and virus/malware issues causing start-up and shut down issues, slow performance, system crashes, error messages and unwanted pop-up windows.

4. What's Not Covered?

- a. Troubleshooting issues that are likely to be resolved by upgrading your operating system or consumer software to the current version, if you choose not to upgrade.
- b. Training services.

- c. Any cost for hardware, software, parts that are required to repair the Covered Product.
- d. Installation of operating system on servers.
- e. Creation or removal of email accounts from web hosting that is not hosted by us.
- f. Outlook setup for email accounts that are not for your selected business. You will need to contact your email provider for their support.
- g. Onsite visit to provide quotes or consultation.
- h. The Service shall not include unboxing your Covered Product, connecting your Covered Product to an active home network, does not include any home or business network support, router support or support for devices connected to your Covered Product.
- i. The Service shall not include unboxing peripherals such as printers, scanners, cameras, keyboard, mouse, mobile phones.
- j. Damage to or loss of any software or data that was residing or recorded on the Covered Product. This Plan does not cover the recovery or reinstallation of data, software, information or other files stored on your hard disk drives or any other data storage device.
- k. If the serial numbers on your Covered Product have been altered, defaced or removed or if you submit a claim for a product having a different serial number than the serial number our records indicate for the Covered Product.
- l. Damage to, or loss of, any software or data residing or recorded in your Covered Product (when providing services, we will use reasonable efforts to reinstall your Covered Product's original software configuration and subsequent update releases, but we will not provide any recovery or transfer of software or data);
- m. Any hardware repairs except:
 - Hard drive replacement*.
 - RAM replacement*.
 - Power supply replacement for Windows desktop computer**.
 - Video card replacement for Windows desktop computer**.
 - CD DVD drive replacement for Windows desktop computer**.

** exclude Apple iMac 2012 and later models due to the facts that they are not designed to be upgraded.*

*** exclude All-in-One computers.*

5. **How To Obtain Service.** You may obtain service by visiting a Safemode Computer Service store in Australia, accessing our website, www.safemode.com.au, or by calling us at 1800 85 83 82 during our business hour.
6. **Your Responsibility to Back Up Data.** Prior to us servicing your Covered Product or any other equipment, it is your responsibility to (1) back up the data, software, information or other files stored on your computer hard disk drives or any other data storage device; and (2) remove and/or disconnect all USB flash drives, optical discs, external hard drives and other removable data storage devices and media from your Covered Device or other equipment that you provide to us. You agree that whether or not you request back-up services from Safemode Computer Service and/or its third party service provider, neither Safemode Computer Service nor its third party service provider shall be liable under any circumstances for any loss, alteration, or corruption of any of your software, data, or files. We shall not be liable in any way for damages arising from any part, equipment, peripheral, software or other product supplied to you by us.

Data backup and data recovery services can be provided at additional cost. If you require these services, you will need to advise Safemode Computer Service staff at the time of booking for services.

7. **Your Other Responsibilities.**

To receive service or support under the Plan, you agree to comply with each of the terms listed below.

- a. To receive internet-based remote technical support, you will need to provide a high speed internet connection.
- b. You will provide administrator login username and password, login PIN or login passcode of the Covered Device.
- c. You will provide information about the symptoms and causes of the issues with the Covered Product.
- d. You will respond to requests for information such as the Covered Product serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Product, any error messages displayed, the actions which were taken before the Covered Product experienced the issue and the steps taken to resolve the issue.
- e. You are responsible for delivering and picking up your Covered Product for in-store service.

- f. You will be required to sign a service order disclaimer or other service order terms for certain services. This service order disclaimer or other service order terms do not form a part of this Plan and are a separate legal document.
- 8. Eligibility for Service; Transferring Your Plan.** We will provide Service in respect of the Covered Product to the original purchaser of this Plan or any person that is in lawful possession of the Covered Product. At our discretion, we may ask questions and take steps to verify that the person seeking service is in lawful possession of it and, in some cases, whether the serial number of the device matches our records concerning the Covered Product. If ownership of the Covered Product has changed and/or the responsibility for the Plan has changed, we will, without charge, update our records to reflect the transfer of ownership and/or responsibility for the Plan as the case may be. The original purchase receipts and any service repair receipts should be transferred to the new owner. You may call 1800 85 83 82 to transfer your Plan.
- 9. Cancellation; Renewal.**
- a. **Cancellation within 30 Days.** You may cancel this Plan and obtain a refund in the amount you paid for the Plan if the cancellation occurs within 30 days of the date of purchase of the Plan, provided that you have not used any of our services that is part of the Plan.
 - b. **Cancellation after 30 Days.**
 1. **One Time Pay Plan.** You may cancel a One Time Pay Plan after 30 days from the date of purchase but no refund will be due.
 2. **Renewed One Time Pay Plan.** If you agree to renew your One Time Pay Plan, you may cancel the renewal term and receive a full refund for the renewal term if you cancel within the first 30 days of the renewal term, provided that you have not used any of our services that is part of the Plan within that 30 days. If you cancel the renewal term at any time after the first 30 days, no refund will be due.
 3. **Continuous Monthly Plan.** If you cancel a Continuous Monthly Plan at any time after the first 30 days, the cancellation will only take effect after the minimum contract term, the cancellation will take effect at the end of the monthly billing period for which you have already been charged. The cancellation will prevent you from being charged for any further monthly billing periods.
 - c. **Cancellation or Suspension of Service by Us.** We may cancel this Plan for convenience and discontinue providing service at any time upon written notice to you and issue you a pro-rata refund for any prepaid amounts. We may also cancel this Plan immediately or suspend service without notice, at our discretion, if you fail to make a payment when due or we are unable to process a credit or debit card charge or while any such charge is pending if your account is past due.

d. Renewals based on Plan Type

1. One Time Pay Plan. At our discretion, we may offer you a renewal of your One Time Pay Plan or a new service contract. Any renewal or new service contract that we offer you may contain different pricing, coverage and benefits as compared to your original Plan. We are not responsible for giving you notice of the expiration of your Plan. Therefore, you may not receive any communication from us prior to your Plan expiring unless we offer you a renewal of this Plan or a new service contract.
2. Continuous Monthly Plan. As explained in Section 2, after the minimum contract term, your Continuous Monthly Plan will continue indefinitely on a month-to-month basis until it is cancelled by you or us as explained in Section 9(a)(b) and (c) above. We will obtain your advance consent if we desire to increase the price or materially reduce the coverage or benefits under the Plan for any future billing period.

10. Privacy Policy. It is our policy to respect the privacy of its customers. For information on our privacy practices, please call Safemode Computer Service or review our privacy policy at www.safemode.com.au/privacy/.

11. Limitations of Service. We shall not be liable for any failure or delay in performance due to any cause beyond its control. We reserve the right to refrain from providing the service and instead refund Customer's payment, wholly or in part, on the basis that the minimum system requirements are not met or the technical needs or other requirements of the Customer are unusual or extensive and beyond the scope of these Terms and Conditions, as determined by us.

12. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER/SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN

WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO EACH CUSTOMER.

13. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

(I) WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM OUR OBLIGATIONS UNDER THIS PLAN; AND

(II) OUR TOTAL LIABILITY UNDER THIS PLAN SHALL NOT EXCEED THE ORIGINAL PURCHASE PRICE OF YOUR PLAN INCLUDING TAXES.

14. LAWS

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Minnesota, excluding its conflict of law provisions. You agree to submit to the exclusive jurisdiction of the courts in Minneapolis, Minnesota. If any provision(s) of these Terms and Conditions is/are held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. You agree that any cause of action arising out of or related to this Plan must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

15. ENTIRE AGREEMENT

These Terms and Conditions and your purchase receipt constitute the entire agreement between you and us with respect to the services and benefits provided to you under your Plan and will prevail over any conflicting, additional, or other terms of any marketing collateral or other document or expression. Employees and agents of Safemode Computer Service have NO AUTHORITY (apparent, express, implied, or otherwise) to alter or modify the terms and conditions of this Plan – either orally or in writing.