

SharpLync Pty Ltd - Terms and Conditions of Service

Last Updated: November 18, 2025

1. Introduction and Acceptance

1.1 Parties

These Terms and Conditions ("Terms") form a legally binding agreement between SharpLync Pty Ltd (ACN 692146839, "SharpLync," "We," "Us," or "Our") and the customer ("Customer," "You," or "Your"), as identified in the Service Agreement, Quote, or Statement of Work ("SOW").

1.2 Acceptance

By accepting a Quote or SOW, engaging SharpLync for Services, or otherwise accessing and using Our Services, You agree to be bound by these Terms, Our Privacy Policy, and Our Remote Support Policy, as updated from time to time. We may update these Terms by providing at least 30 days' notice via email or Our website; continued use constitutes acceptance.

2. Provision of Services

2.1 Scope of Services

SharpLync agrees to provide the information technology services ("Services") strictly as described in the mutually agreed-upon SOW or Quote. Any additional or varied work requires a written variation signed by both parties and may incur extra fees.

2.2 Service Standards and Consumer Guarantees

Due Care and Skill: SharpLync will perform the Services with due care and skill and within a reasonable time.

Fitness for Purpose: The Services will be reasonably fit for any purpose expressly disclosed by You and agreed to by Us in writing.

Australian Consumer Law (ACL): Nothing in these Terms excludes rights under the ACL or other non-excludable laws. Liability for ACL breaches is limited to resupplying the Services or paying resupply costs, to the extent permitted.

3. Customer Responsibilities and Data Management

3.1 Necessary Access and Cooperation

You must provide timely, accurate information, access to premises, systems, equipment, and personnel as required. Delays from Your non-compliance may extend timelines and incur additional charges at Our standard rates.

3.2 Customer Responsibility for Security and Data Backup

You are solely responsible for Your systems' security and data backups, including compliance with Australian cyber security laws (e.g., Cyber Security Act 2024 (Cth)).

Security: Maintain up-to-date anti-virus, firewalls, and access controls. SharpLync disclaims liability for breaches due to Your failures.

Data Backup: Unless a separate managed backup SOW exists, You handle all backups. SharpLync is not liable for data loss, corruption, or disclosure except for Our gross negligence or willful misconduct, proven by You.

4. Financial Terms

4.1 Fees and Payment

Pay fees as per the SOW or Quote by the invoice due date. Overdue amounts accrue interest at 1.5% per month or the maximum lawful rate. All fees are exclusive of GST.

4.2 Suspension and Collection

We may suspend Services for non-payment after 7 days' notice, without breaching these Terms. You reimburse Our collection costs, including legal fees.

4.3 Retention of Title (Hardware) and PPSA

1. **Retention of Title (ROT) and PMSI:** Notwithstanding delivery, the title (legal ownership) of any hardware, equipment, or goods supplied, resold, or installed by SharpLync to the Customer (the "Goods") remains vested in SharpLync and does not pass to the Customer until the full price for those specific Goods and all other amounts owing by the Customer to SharpLync have been paid in full. This ROT constitutes a security interest and specifically a Purchase Money Security Interest (PMSI) under the PPSA.
2. **Risk:** The risk of loss or damage to the Goods passes to the Customer upon delivery or installation.

3. **Storage and Resale:** Until payment is made, the Customer must store the Goods separately, ensuring they are clearly identified as the property of SharpLync. The Customer must not sell, lease, or dispose of the Goods unless agreed to in writing by SharpLync.
4. **Repossession:** If payment is not made by the due date or the Customer becomes insolvent, SharpLync may, without notice and without prejudice to any other rights, enter the Customer's premises (or any premises where the Goods are reasonably believed to be located) to repossess and resell the Goods. The Customer indemnifies SharpLync for any damage caused during repossession, provided such damage is not caused by Our gross negligence or willful misconduct.
5. **PPSA Acknowledgement and Waiver:** The Customer acknowledges and agrees that SharpLync may register its security interest (including the PMSI) in the Goods and the proceeds thereof on the Personal Property Securities Register (PPSR). The Customer waives its right to receive any notice under the PPSA, including, but not limited to, a notice of verification statement under section 157 and a notice of enforcement event under section 121(4)(b).
6. **Contracting Out:** The Customer and SharpLync agree to contract out of sections 142 and 143 of the PPSA (rights to redemption of collateral).

5. Intellectual Property

All intellectual property created by SharpLync in providing Services vests in Us upon creation. We grant You a non-exclusive, revocable license for Your internal use only.

6. Limitation of Liability and Indemnity

6.1 Exclusion of Consequential Loss

To the maximum extent permitted by law (including ACL), SharpLync excludes liability for indirect, special, consequential, or punitive damages, including loss of profits, data, business, or goodwill.

6.2 Cap on Liability

Our total liability (in contract, tort, or otherwise) is limited to the fees You paid for the relevant Services in the three (3) months preceding the claim, except for gross negligence or willful misconduct.

6.3 Indemnity

You indemnify SharpLync, its officers, and agents against all claims, losses, liabilities, costs (including legal fees on an indemnity basis), arising from:

- (a) Your misuse of Services;
- (b) Breaches of Your obligations (e.g., security, data);
- (c) Third-party claims from Your use, except to the extent caused by Our gross negligence or willful misconduct.

SharpLync provides limited indemnity to You solely for third-party IP infringement claims arising directly from Our Services, up to the liability cap.

7. Privacy and Remote Support Policies

7.1 Privacy Policy

Our Privacy Policy (at <https://sharplync.com.au/privacy>) governs data handling per Privacy Act 1988 (Cth). You consent to collection and use as described.

7.2 Remote Support Policy

Remote access follows Our policy (at [Insert Link]). You authorize access and indemnify Us for related risks.

8. Force Majeure

Neither party is liable for delays from events beyond reasonable control (e.g., cyber attacks, natural disasters), provided notice is given and efforts made to mitigate.

9. Termination

9.1 Termination for Breach

Either party may terminate immediately if the other materially breaches (unremedied within 14 days' notice) or becomes insolvent.

9.2 Consequences

Upon termination: Pay all fees due; Services cease; Sections 3, 4, 5, 6, 7, 9, 10, 11 survive.

10. Dispute Resolution

Disputes are resolved by arbitration under Australian Centre for International Commercial Arbitration rules, in Brisbane, QLD. This does not prevent seeking urgent injunctive relief.

11. General Provisions

11.1 Governing Law

Governed by laws of Queensland and Commonwealth of Australia. Parties submit to exclusive jurisdiction of QLD courts.

11.2 Entire Agreement

These Terms constitute the entire agreement; no waivers unless written.

11.3 Severability

Invalid provisions are severed or modified to comply with law, preserving intent.

Always consult a licensed attorney before acting on this information, as this analysis is for general informational purposes only and does not constitute legal advice tailored to your specific situation.