

These Conditions apply to the Support and Services we provide our customers, and by ordering the Services you agree to be bound by the terms and conditions set out below. Before you order any Support, Service or Hardware, if you have any questions relating to these Conditions please contact us via our Contact Us page.

- "Conditions" means these terms and conditions
- "One-off Services" means Services which you order on a one-off basis;
- "Personal Information" means the personal details provided by you to us;
- "Support or Services" means the Technical Support Services or Product Services you order under the terms of these Conditions;
- "Subscription Services and Support Contracts" refers to Services to which you subscribe on an annual or on-going basis;
- "Us/our/we" means HubOne Pty Ltd, registered in NSW, Australia ACN 129 333 795, our Staff, IT Technicians or Contracted Support Partners;
- "Website" means the website located at [www.hubone.com](http://www.hubone.com) or any subsequent URL which may replace it
- "You/Your" means an authorised user of the Services.
- "Tickets" means the recorded details of any open or closed support request.

**You undertake:** To pay the amounts due for any support or service in a timely manner. To notify us of any changes to your personal information that may relate to any contract or service we are providing. That the information you provide is true, accurate and complete in all respects. Not to impersonate any other person or entity, or to use a false name.

#### Pricing

We reserve the right to modify the price or content, or withdraw, temporarily or permanently some or all of our Support Services or Support Contracts. We will NOT increase any subscription based Support Contract by more than 15% in any 12 month period, unless the level of service changes. We may not advise customers of any changes to subscription and support contract rates other than in the instance the level of service changes. We also reserve the right to amend, add, remove or change the terms and conditions of any existing, previous and new service or support contract. All prices quoted exclude GST at current rates, unless otherwise stated. We require cleared funds for all Support Contracts, Support Services and Hardware, prior to being provided unless otherwise specified in an official HubOne quotation. Any hardware provided remains the property of HubOne until all agreed prices have been paid. We reserve the right to amend or withdraw any quoted price for any service, support or hardware. Where you have Microsoft Office 365, we calculate

the support price based on the number of active licenses you have for Office 365.

#### Cancellation

You may cancel any Support Contracts within 7 days from when the account was first activated on the condition that no support, services or hardware has been provided within that period. If any support, service or hardware has been provided you may not cancel the contract unless alternative payment is made to cover any provided support, services or hardware. Without prejudice to our rights or to any other rights we have under the terms of these Conditions, we reserve the right to terminate the provision of the Services to you at any time.

#### Personal Information

We may need to collect certain Personal Information to provide you with Support and Services. This Personal Information will form part of a record of your dealings with us. When you contact us, we may ask for certain Personal Information to be able to check your identity and may make a note of this contact if it is relevant. We will keep Personal Information given to us by you or others during your relationship with us and other companies in associated with HubOne Pty Ltd. This includes details you give us on order forms or during communications with you, and you agree that we may use and update this information to provide you with other services, to recover debts, to prevent and detect fraud, to update our records, to prevent money laundering and to check your identity. We may use your Personal Information for research and statistical analysis to develop and improve our products and services. When assessing an application, we may use automated decision-making systems.

Your Personal Information is confidential and, although we may freely disclose it to other companies associated with HubOne Pty Ltd, we will only disclose it outside these companies when you give us your consent, it is needed by certain reputable third parties involved in running accounts and/or providing services for us (e.g. credit reference agencies), it is needed in order to obtain professional advice, it is needed to investigate or prevent crime (e.g. to fraud prevention agencies), the law permits or requires it, or any regulatory or governmental body requires it, even without your consent or there is a duty to the public to reveal the Personal Information.

We may administer your account and provide services from countries outside Australia that may not have the same data protection laws as Australia. However, we will have contracts or other legal mechanisms in place to ensure your Personal Information is adequately protected, and we remain bound by our obligations under the Privacy Act even when your Personal Information is processed outside mainland Australia. We may monitor, record, store and use any telephone, email or other electronic communications with you for training purposes, to check any instructions given to us and to improve the quality of our customer service. Where we process sensitive personal data about you, we will employ appropriate security measures.

### Provision of Services

Our Support Services and other Services are provided on a commercially reasonable basis and although HubOne, its Technicians and Support Partners will provide the Support and Services with reasonable skill and care, we make no warranty that the Services will meet your exact requirements or that all the features of the Services will always be available. We shall not be liable where we are unable (using reasonable effort) to provide the Services as a result of any event outside our reasonable control. Our liability shall not in any event include losses related to any business of a customer such as lost data, lost profits or business interruption. We will not be liable for any loss or damage caused by us in circumstances where there is no breach of a legal duty of care owed to you by us and/or such loss or damage is not reasonably foreseeable. We will not be liable for any loss or damage caused wholly or mainly by your breach of these Conditions.

If either of us cannot do what we have promised because of something beyond our reasonable control such as lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes, acts or omissions of persons for whom we are not responsible, or acts of local or central government or other competent authorities, such party will not be liable for this.

You must have valid software licenses for all the software you request support or assistance with, and all the hardware should be legally purchased or obtained. We will provide the Technical Support Services to the best of our abilities. We may not be able to advise on all issues or to repair or solve all problems that you ask us to but, to the extent that we cannot advise on an issue or solve a problem we will ensure appropriate advice is provided to obtain further support from associated manufacturers or developers as applicable. In these instances, we are unable to provide any part or full refund for our services as all support, to the extent of providing a solution (in part) is valid and chargeable as per the conditions of our service agreement(s).

All technical support enquiries or general enquiries require a support ticket to be raised (for each incident), and any respective payments be made before being actioned. Support tickets can be raised by customers using our online Web Help Desk (<https://hubone.zendesk.com>), by calling one of our operators, should you have a contract that includes Telephone Support, who will raise the ticket on the your behalf, or by communicating with a member of staff or Technician through e-mail via the address [support@hubone.com](mailto:support@hubone.com), who will then raise a support ticket on your behalf. HubOne aims to respond to or acknowledge all new support tickets raised within 1 working hour, with the respective IT Technician (or appropriate member of staff) responding within the service level goal in your specific contract, although during unexpected busy periods or delays outside of our control customers may experience further delays. If a Support Ticket has not been acknowledged or updated within 24 hours of being placed, customers should contact HubOne or a member of staff directly by either phone or e-mail, to check the status of the

support ticket. We are unable to offer any compensation or refunds (in part or full) for extended delays, other than extreme circumstances when it can be proven that a support ticket was knowingly ignored or delayed beyond a reasonable time frame as dictated by HubOne.

### On-site Support

We do not attend customer premises by default with any of our support plans, and on site time is always chargeable on a time and materials basis from when our technician leaves their normal place of employment to when they return. We endeavour to respond to all onsite support requests within 72 hours, prioritising more urgent support as necessary (as dictated by HubOne staff). This allows for a speedy response for genuine computing emergencies ensuring all customers receive the best level of support possible. If a customer requires an immediate 'same day' response to what is dictated as a non-urgent response by HubOne staff, a \$250 premium hourly rate (ex GST) is applicable - this premium is in part to deter those customers who might abuse our support services at the expense of other customers, but also to cover additional administrative and logistical costs that are incurred with such a response.

We will not be responsible to you for any third party products, application and/or operating systems, their compatibility, reliability or respective warranty agreements. All hardware and software provided by us is subject to the manufacturers or respective licensed importers conditions of sale, with any warranty claims being handled directly through them. In some instances where a product was supplied DOA (Dead On Arrival) or has failed within 30 days we may be able to replace the item under warranty, but it will depend on the conditions of the manufacturers own warranty procedure - many manufacturers require warranty claims to be handled by the end user and not the reseller.

When you purchase any of our Support Services, we will use reasonable skill and care when attempting to diagnose and repair any software or hardware fault. If a problem we have fixed occurs again within 30 days as a direct result of the same cause(s) we identified when we fixed it the first time, or as a direct result of the work carried out by us, provided you have fully complied with these conditions we will attempt to fix the problem again at no extra charge (excluding any onsite support or additional charges as a result of the repair). If subsequent repairs are required that could have likely appeared at the time of the original repair, additional support charges may apply (assuming those same charges would have applied if the problem had returned, escalated or manifested at the time of the original repair. Additionally, we may be unable to honour any warranty period for any reoccurring faults that develop as a result of software updates, firmware updates, modifications made to the hardware or software by either the end user, the manufacturer, 3rd parties (both in person and software) or effective hardware or software.

Our standard opening hours are 9am to 5pm Monday to Friday Australian Eastern Standard Time, although we may be able to

provide additional support outside of these hours if approved in advance. We may respond to e-mail or web enquiries at any point of the day or night but do not guarantee a response out of standard working hours. In the event a member of staff is unable to respond to a phone call, you may leave a voicemail. We will endeavour to respond to all voicemails, e-mails and raised support tickets as soon as possible, with all technical enquiries being responded to by an IT Technician typically within the service level goal of your agreement within working hours (if not sooner). Given the nature of the services we do not guarantee a minimum repair time for any reported fault, problem or general enquiry but will continue to review any open 'tickets' ensuring a resolution as soon as possible. In the event we have to wait on a 3rd party for either additional information, support, software or hardware we will continue to update you as best as possible.

Exclusions to our Unlimited Support Contracts include:

- Training sessions (planned, groups or anything that requires more than 10 minutes dedicated instruction in total)
- new hardware or software installations (if a new server, workstation, software rollout or IT system is required a pre-approved quote will be required before any work carried out)
- repeat faults as a direct result of end users and customers ignoring recommendations provided by us, manufacturers or 3rd parties
- general misuse of hardware or software
- unlicensed or illegally obtained hardware or software
- anything not reasonably considered as "restoring a system to steady working state".

Exclusions also include anything reasonably considered to be a change to the current environments which shall be quoted separately.

Our IT Technicians are experienced in removing and dealing with Virus', Malware and Spyware but given their very nature (and the varying causes of infection), we are unable to provide any extended warranty for onsite or offsite support. Our Technicians will typically perform all the necessary tests to diagnose and remove any infections as best as possible, causing as little disruption to you, your computer and your applications as possible but given the repair options vary from "do nothing" to "Wipe the computer", the varying repairs can have equally varying results. Additionally, in some instances Virus' and Malware programmes are designed to cause as much havoc when removed as when in place, meaning the removal can often leave a computer in a more fragile state than when infected. In these instances, we will continue to provide any support as required but cannot be held responsible for damages caused as a result of any attempted repairs. All customers should ensure they have a working, reliable backup

of all their locally stored data and important information before requesting any support, resulting in potentially 'aggressive' repair solutions.

Where you wish to avail yourself of Remote Desktop Support, you agree that our agents are entitled to access your Equipment remotely to provide you with the Technical Support Services. Remote Access Support is only available in relation to a Remotely Accessible Device. Remote Desktop Support will be used only where we deem it suitable for your specific Remotely Accessible Device. Where we deem that Remote Desktop Support is suitable for your specific Remotely Accessible Device, you agree that we are entitled to access your Remotely Accessible Device remotely to provide you with the Remote Desktop Support. To use Remote Access Support and for us to access your Remotely Accessible Device, all the component parts of your Remotely Accessible Device must be fully working and fully assembled. Furthermore, your Remotely Accessible Device must have access and a sustained connection to broadband internet, in order to avail yourself of the Remote Desktop Support.

By its very nature, IT and computing in general is very complicated, both in its design and varying uses - as a result, the support required is as complicated and varying. All our Technicians and Support Partners use their own personal training, experience, knowledge and instincts when dealing with customers individual and unique problems, often with varying solutions. All our Technicians will typically suggest or carry out the simplest and most likely repairs before moving on to the next 'most likely' solution to whichever problem they may be dealing with. As many problems are intermittent or are present only in particular environments we will often require continued communication from our customers in order to plan or implement the next stage of any solution - this information is invaluable, and without it our technicians will be unable to fully or accurately diagnose any problem. We would request that you provide us with as much detail as possible regarding any problems you may be experiencing with your computing devices, no matter how small - the more information we have, the better prepared we are to assist you!

We may collect the following information: name and job title, contact information including email address, demographic information such as postcode, preferences and interests, and other information relevant to customer surveys and/or offers

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail.
- We may use the information to customise the website according to your interests.

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies: A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

**Links to other websites:** Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

We do not store any financial information - any details used in the transaction are not kept or made available to us after the transaction has completed.

If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [support@hubone.com](mailto:support@hubone.com). We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information

about third parties which we think you may find interesting if you tell us that you wish this to happen.

You may request details of personal information which we hold about you. A small fee will be payable. If you would like a copy of the information held on you please write to us.

If you believe that any information we are holding on you is incorrect or incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect.