

SERVICE AGREEMENT TERMS AND CONDITIONS | JULY 2025 - JUNE 2026 | IS DIGITAL PTY LTD | ABN: 86 671 356 513

This Agreement sets out the terms and conditions upon which IS DIGITAL PTY LTD provides technical IT support services to you or your business. By arranging or receiving any of our services, whether remote or onsite, you agree to be bound by these Terms and Conditions.

1. SERVICES

- 1.1 IS DIGITAL PTY LTD provides remote IT technical support services by default. Onsite services are available when arranged and agreed in advance.
- 1.2 An adult (18 years or older) must be present if onsite support is arranged, to facilitate the provision of services.
- 1.3 IS DIGITAL PTY LTD will use reasonable skill and care in diagnosing technical problems and providing solutions. Some solutions may require replacement parts or new equipment. If IS DIGITAL PTY LTD proposes a solution but you elect not to proceed, you remain liable for any service fees incurred up to that point, including minimum call-out or service charges where applicable.
- 1.4 Remote support is billed in 15-minute increments with a minimum charge of 15 minutes.
- 1.5 Billing for onsite services (if arranged): A minimum charge of one (1) hour applies. Time beyond the first hour is billed in 15-minute increments.

2. FEES AND PAYMENTS

- 2.1 The standard ad-hoc rate is AUD \$260 (ex GST) per hour, unless you have a discounted pre-paid hourly rate. All remote support sessions are billed in 15-minute intervals at AUD \$65 (ex GST), subject to a minimum billing period of 15 minutes. If onsite, a minimum charge of one (1) hour applies, time beyond the first hour is billed in 15-minute increments of AUD \$65 (ex GST).
- 2.1(a) Weekend and public holiday may be subject to the following rates:
 - Saturday work is billed at 25% above the standard rate (AUD \$325 ex GST per hour).
 - Sunday work is billed at 50% above the standard rate (AUD \$390 ex GST per hour).
 - Work on public holidays may be billed at 100% above the standard rate (AUD \$520 ex GST per hour).
- All weekend and public holiday work remains subject to the same minimum billing periods outlined above.
- 2.2 Fees for ad-hoc services are payable at the end of the remote session or onsite visit, unless pre-paid hours are being used. Pre-paid hours will be deducted from your balance and IS DIGITAL PTY LTD will provide a usage summary upon request or always once the balance is exhausted.
- 2.3 Accepted payment methods: EFTPOS, credit card, cash, bank transfer, online payment or business cheque. (If paying via internet banking, proof of payment must be provided.)
- 2.4 IS DIGITAL PTY LTD operates on a pre-paid or ad-hoc basis. We do not offer accounts or credit terms.
- 2.5 Invoices not paid immediately after service must be paid within seven (7) days. If unpaid, IS DIGITAL PTY LTD may issue a formal notice. Failure to pay within three (3) days of that notice may result in escalation through the Victorian Civil and Administrative Tribunal (VCAT) or other legal recovery action.

3. LIABILITY, DATA PROTECTION AND CYBERSECURITY

- 3.1 To the fullest extent permitted by law, you agree to indemnify and hold harmless IS DIGITAL PTY LTD against all loss, damage, liability, claims, and expenses (whether direct, indirect, financial, or consequential) arising from services or products provided by IS DIGITAL PTY LTD, except to the extent caused by IS DIGITAL PTY LTD's negligence or breach of statutory guarantees.
- 3.2 To the extent permitted by law, IS DIGITAL PTY LTD's total liability in respect of any claim, whether in contract, tort (including negligence), statute, or otherwise, shall not exceed the total fees paid by you for the relevant service or product.
- 3.3 Computers and devices are complex systems. Although IS DIGITAL PTY LTD takes reasonable precautions and follows best practices, data loss is always possible. You acknowledge it is your responsibility to back up all software and data before service commences. IS DIGITAL PTY LTD will endeavour to confirm backups are in place before undertaking routine work but does not accept liability for any loss, alteration, or corruption of data.
- 3.4 IS DIGITAL PTY LTD is not responsible for the safekeeping of your passwords. IS DIGITAL PTY LTD may provide advice on password management and security best practices, but responsibility for maintaining secure passwords rests with you.
- 3.5 Cybersecurity Disclaimer: IS DIGITAL PTY LTD applies and enforces up-to-date security techniques, tools, and recommendations to minimise cyber risks. However, no system, software, or technology can be guaranteed as completely secure. You acknowledge and agree that IS DIGITAL PTY LTD will not be liable for any loss, damage, unauthorised access, or costs (whether direct, indirect, or consequential) resulting from cyber events, breaches, malware, ransomware, phishing, or other unauthorised access occurring despite IS DIGITAL PTY LTD's reasonable efforts.
- 3.6 Data Privacy and Personally Sensitive Information
IS DIGITAL PTY LTD does not collect, store, or retain Personally Sensitive Information (PSI) from your systems, devices, or accounts. Any sensitive information accessed during the provision of services is used solely to complete the requested work and is not retained by IS DIGITAL PTY LTD beyond the duration necessary to perform the service.

4. GENERAL TERMS

- 4.1 This Agreement is governed by the laws of Victoria and the Commonwealth of Australia. Both parties submit to the exclusive jurisdiction of the courts of Victoria.
- 4.2 IS DIGITAL PTY LTD is not liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to supply chain delays, war, terrorism, civil unrest, strike, lockout, natural disaster, severe weather, or other force major events.
- 4.3 A failure or delay by IS DIGITAL PTY LTD in exercising any right under this Agreement does not constitute a waiver of that right.
- 4.4 The current Terms and Conditions are published on our website at www.isdigital.com.au and may be updated from time to time.
- 4.5 If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

TERMINATION

IS DIGITAL PTY LTD may terminate this Agreement immediately if you breach these Terms and Conditions.

DEFINITIONS

In this Agreement:

- "Onsite Visit" or "Onsite Support" means a single onsite attendance for the purpose of providing computer or technical support services.
- "Terms and Conditions" means this Agreement.
- "we", "us", or "our" means IS DIGITAL PTY LTD.
- "you" or "your" means the individual, company, employee, or client requesting services.
- "Fees" means the applicable service charges as per IS DIGITAL PTY LTD's rates schedule or agreed pre-paid package.
- "Parties" means IS DIGITAL PTY LTD and the client.