

## Terms and Conditions

Brisbane IT Solutions will use its best efforts to resolve customers technical problems in a professional and timely manner, taking into consideration the circumstances and nature of the technical problems. Response times may be delayed due to research and inquiries, as may be necessary. Brisbane IT Solutions does not assure that every request for technical support be resolved. Brisbane IT Solutions consultations constitute only advice and suggestions. Technical problems may be a result of software or hardware failure, corruptions or user error and may not be correctable. Brisbane IT Solutions reserves the right to refrain from providing any or all services ordered and refund your payment if reasonable minus any labour, parts, or any other charges that may apply or occur, wholly or in part, if minimum system requirements are not met or if technical conditions or customer requirements are unusual, extensive, or beyond the scope of this service agreement or beyond the technicians control as reasonably determined by Brisbane IT Solutions. Brisbane IT Solutions will never share anything that they may find or come across on from a customers computer/hard drive unless illegal content or forced upon by law enforcement.

You understand and agree that prior to contacting or allowing Brisbane IT Solutions to perform diagnostic repair or any other services on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives. You acknowledge and agree that Brisbane IT Solutions shall not be responsible under any circumstance for any loss or corruption of data and/or software or hardware or any other parts as well as CD's/DVD's etc... You also acknowledge if a System Reinstallation occurs, you will loose all files on your hard drive. You agree to pay fees in accordance with Brisbane IT Solutions rates and policies. Any computer or other computer related items, such as, software, hardware, monitors, computers, towers, laptops, not picked up or any unpaid fees that are due that go beyond 30 days, you give Brisbane IT Solutions the right to take ownership of any and all said items.

You agree to pay "Brisbane IT Solutions" in full for products and services rendered. Failure to pay will result in legal actions in which you agree to pay for all legal costs, including all collection fees incurred by "Brisbane IT Solutions" to obtain payment. Any cheque not honoured upon presentation to a bank will incur \$35 bad Cheque fee each time it is presented to a bank or whatever is allowed by law, whichever is greater. All sales are final.

Brisbane IT Solutions will not be held responsible for any problems arising from third party software installed on your computer by our technicians, you, or other third party. Brisbane IT Solutions will not be held liable for lost data due to hardware failure, virus, spyware, corruption or any other situation. If any problems with third party software or hardware arise, it is your responsibility to obtain support from the manufacturer of the product at fault. Under no circumstances shall Brisbane IT Solutions be liable to you or any other person for any damages, including without limitation any indirect, incidental, special or consequential damages, expenses costs, profits, lost savings or earnings, lost or corrupted data, or other liability arising out of or related to the services provided by Brisbane IT Solutions or out of the installation, de-installations, use of, or inability to use your computer equipment, hardware, peripherals, or the network as a result of the services provide hereunder.

Brisbane IT Solutions shall not be liable for any failure or delay in performance due to any cause. If Brisbane IT Solutions ability to render services is impaired by your failure to cooperate or circumstances beyond control of Brisbane IT Solutions may choose not to provide service.

You will agree to release and hold harmless Brisbane IT Solutions from and against any loss, liability, or damage, including without limitation, any indirect, incidental, special or consequential damages, expense, cost, profits, lost savings or earnings or liability that you, the owner, or lessee may suffer arising out of, or related to, the services provided by Brisbane IT Solutions and all of their employees. This includes but is not limited to data loss or lack of function in any component or element of your computer system and/or peripherals as a result of Brisbane IT Solutions actions or the actions of its agents, partners and/or third party service providers. You agree that Brisbane IT Solutions total liability for damages related to its provision of services is limited to the total amount you pay for such services, and you release Brisbane IT Solutions from liability for any indirect, incidental, special, or consequential damages. You are claiming the computer is yours or you have permission to allow Brisbane IT Solutions to perform work and claim the computer or any other items are not stolen or any other unlawful act.