

BRAVE TECH - Service Payment Terms and Release of Liability applicable to Remote Support

Payment Terms

CLIENT agrees to pay a minimum fee of \$40.00 (unless support is included under an existing service agreement), for BRAVE TECH to provide remote support of the CLIENT's systems which may be via TeamViewer or over the phone. The minimum fee is inclusive of 15 minutes of remote labour time. Any additional time is billed in 15 min slots at \$40 each. In cases where the problem/fault is best repaired on-site the total billable labour fee will be quoted. On Site Labour rates are different to remote support rates. The CLIENT agrees to make payment for all charges immediately upon the issue of the tax invoice for the service. Payments not rendered on time may be subject to additional late processing fees of up to 15% of the total due amount. Prices quoted do not include GST. GST is charged in accordance with Goods and Services Act as per Commonwealth of Australia.

Depending on the circumstances BRAVE TECH may suggest the purchase of replacement hardware. If the CLIENT rejects BRAVE TECH's recommended solution then the CLIENT will be liable for the labour charges incurred up to the point of the problem diagnosis. If the CLIENT's system is under warranty then the minimum fee will be payable whether a solution to the problem is provided or not.

Release of Liability

CLIENT AGREES TO RELEASE AND HOLD HARMLESS BRAVE TECH, ITS AGENTS AND SERVICE REPRESENTATIVES FROM ANY AND ALL LIABILITY ASSOCIATED WITH THE PERFORMANCE OF SERVICE OR THE PROVISION OF PARTS, AND ACKNOWLEDGES THAT BRAVE TECH OFFERS NEITHER AN EXPLICIT OR IMPLIED WARRANTY OR GUARANTEE, FOR THE SERVICES PERFORMED OR THE PARTS PROVIDED, OTHER THAN THE MANUFACTURER'S WARRANTY.

FURTHER

1. CLIENT acknowledges that due to the nature of the services being performed, there is a potential risk of damage or loss including, but not limited to, damage to CLIENT's office, home, business computer hardware, its cabling, hubs, routers, switches, peripherals, accessories, and furniture, as well as potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media.
2. CLIENT agrees to release and hold harmless BRAVE TECH from all liability for damage or loss as well as any incidental or consequential material or financial damage or loss that may result from the actions of BRAVE TECH, its agents or service representatives.
3. CLIENT grants BRAVE TECH, its agents and service representatives, permission to access CLIENT's computer and/or network system.
4. CLIENT grants BRAVE TECH, its agents and service representatives, access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate CLIENT's computer software, applications, data, and data storage media including, but not limited to, the computer Operating System, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on CLIENT's computer system or network.
5. CLIENT grants BRAVE TECH, its agents and service representatives, access and permission to physically disassemble any and all computer systems, components, networks, cabling, hubs, routers, switches, peripherals, and accessories necessary to perform said services.
6. CLIENT grants BRAVE TECH, its agents and service representatives, permission to perform modification to CLIENT's home or office property for the purpose of installing or troubleshooting computer and/or networking hardware, cabling, hubs, routers, switches or peripherals. Modification may include such practices as drilling, cutting through or disassembling furniture, floors, walls, carpet or trim, laying and removing cabling and devices including affixing cabling and devices to furniture, walls, floors, or trim, using nails, screws, staples, hangers, or plastic ties.
7. CLIENT grants BRAVE TECH, its agents and service representatives, permission to install hardware in CLIENT's computer and/or network, including but not limited to, processor chips, memory chips, cooling fans, batteries, hard drives, tape drives, storage devices, modem and communication devices, audio and video cards, network interface cards, hubs, routers, switches, printers, scanners, cables, and any other hardware requested to be installed by CLIENT.
8. CLIENT grants BRAVE TECH, its agents and service representatives, permission to download and/or install software on CLIENT's computer and/or network, including but not limited to, virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by CLIENT. BRAVE TECH does not check for licensing compliance for any software provided by CLIENT to be installed on their computer systems. It is the responsibility of the CLIENT to have proper licensing for any software provided. BRAVE TECH reserves the right to refuse to install any software for which proper licensing cannot be demonstrated.
9. BRAVE TECH strongly advises CLIENT to safeguard critical data by backing up said data prior to any services performed by BRAVE TECH. Unless specifically requested and provided as a paid service by BRAVE TECH, CLIENT is responsible for any backup, archiving, or protective storage as well as restoration if required, of CLIENT's data.
10. Client also agrees they will not actively solicit work from any of BRAVE TECH's contractors or employees for computer related services, without the prior approval of BRAVE TECH. This agreement shall remain in force for one year, beginning with the date of client's last completed service with BRAVE TECH. This agreement includes all geographic locations where BRAVE TECH's clients reside.

BRAVE TECH is a provider of billable on-site & remote services and can offer or provide telephone technical support for a fee. This document constitutes the entire agreement between the CLIENT and BRAVE TECH. No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing.

This contract shall also remain in force for all future work unless CLIENT advises BRAVE TECH in writing to cancel the agreement. At such time a new agreement would need to be signed to carry out any additional work.

The laws of the Commonwealth of Australia shall govern this contract. Any dispute concerning this agreement shall be heard within the Commonwealth of Australia. By requesting services over the phone or by downloading and installing BRAVE Tech's Teamviewer remote application, CLIENT acknowledges that he/she has read and understands, and agrees to the terms of this Payment Terms and Release of Liability Form, which is kept on file at the offices of BRAVE TECH in Kariiong, NSW.

By Running the BRAVE Tech Support TeamViewer remote software, you accept these terms and conditions.