

## TERMS OF TRADE

### Client Obligations

- As a client of Evolve Technology Management you as the client must promptly provide all assistance, instruction, information and documentation reasonably requested by Evolve Technology Management relating to the supply of our services (including administration access to the client's computer system and clear access to the client's premises for any physical installations).
- Evolve Technology Management is not liable to the client for any loss or damage of any kind suffered by the client as a result of any failure or delay by the client in respect of the foregoing and Evolve Technology Management shall be entitled to a reasonable extension of any timeframe applicable to its obligations as a result of such failure or delay.

### Purchase of Equipment

- Full payment is required upfront for hardware and software excluding servers over \$1,000.
- 50% deposit is required upfront for all server purchases and installation with the balance payable upon completion.
- All software and hardware remain the property of Evolve Technology Management until payment is received in full. Should payment not be paid within the billing terms, Evolve Technology Management reserves the right to repossess any equipment until the balance of the invoice is received.
- 50% deposit is required upfront for all Website design services with the balance payable upon the website going live on the web.

### Billing Terms

- If any part of the services is charged by reference to an hourly rate, such hourly rate is subject to change by Evolve Technology Management at any time and will be charged as per the rates charged by Evolve Technology Management at the relevant time.
- If a fee is calculated by a time period of less than one hour, such hourly rate shall apply pro-rata in 15-minute increments as determined by Evolve Technology Management.

- A minimum fee of 60 minutes at the hourly rate will be charged for any onsite support.
- The client agrees to the hourly rates for the time Evolve Technology Management spends on diagnosing a defect, failure or problem reported by the client even if Evolve Technology Management is unable to diagnose or repair the defect, failure or problem.
- All fees are to be paid in full by the due date on the invoice unless stated otherwise due to the aforementioned Purchase of Equipment terms.
- All software and hardware remain the property of Evolve Technology Management until payment is received in full.

### **Quotation, Proposal, Orders and Acceptance**

- A quotation or proposal by Evolve Technology Management is an invitation to the client to trade with Evolve Technology Management. It shall not constitute an offer by Evolve Technology Management to the client.
- The client may use the quotation or proposal to submit an order to Evolve Technology Management.
- Prices given in any quotation or proposal are applicable to that quotation or proposal only and will not apply in any other instance.
- All quotations and proposals are valid for the period specified in the quotation or proposal. Should no period be specified then the quotation or proposal is valid for 7 days from the date of issue.
- The contract shall only be or be deemed to have been entered into between Evolve Technology Management and the client for the supply of products or services when the quotation or proposal has been accepted and an order has been placed by Evolve Technology Management (which may be done in writing, verbally or by Evolve Technology Management commencing to fulfil the order). By entering into the contract, you are agreeing to these Terms of Trade.
- The client agrees that Evolve Technology Management may sub-contract part or all of the services.
- Orders for software or hardware will be placed by Evolve Technology Management in accordance to these Terms of Trade.

### **Third Party Products**

- The client agrees that Evolve Technology Management is not liable for any defect and or failure in the product that Evolve Technology Management provides (including computer software and hardware) from third parties (such as Microsoft or Toshiba).
- Warranties for all computer equipment are subject to manufacturer conditions, Evolve Technology Management does not provide warranty outside the manufacturer's specified warranty, and all warranties remain that of the

supplier/manufacturer. Evolve Technology will endeavour to provide warranty support for any product it sells within the specified warranty period, costs may apply where Evolve Technology Management needs to return products to manufacturers and follow up repairs.

### **Restart or Shut Down of Server or Computer System**

- In the course of providing the services to the client it is sometimes necessary to shut down or restart the client's server or computer system. Evolve Technology Management is not liable for any loss or damage of any kind suffered by the client if there is any problem in restarting or rebooting the server or computer system or there is a loss or corruption of data or functionality relating to the shutdown, restart or reboot of the server or computer system.

### **Back-Ups**

- Evolve Technology Management strongly recommends that the client have and maintain adequate back-ups of all of its data and software. It is the responsibility of the client to make and maintain adequate copies and back-ups of its data and software unless specifically managed by Evolve Technology under a maintenance agreement.
- Evolve Technology Management is not responsible for data loss if backups are corrupted or unusable due to the failure of a hard disc, or other backup devices.
- Monitoring of correct backup functionality is the responsibility of the client, unless a prior arrangement with Evolve Technology Management has been agreed upon in writing.