



*We love it when your computer works for you!*

***I Hate My PC***

***PO Box 1781, Dee Why, NSW, 2099 or...***

***PO Box 25, Franklin, TAS, 7113***

***+61 2 8977 4007, accounts@ihatemypc.com.au, www.ihatemypc.com.au***

Hello,

Thank you for signing up to our Three Way Protection and Backup system. We are sure you'll enjoy the peace of mind it gives you.

Your automatic monthly payments will commence at the end of the trial period.

Your monthly charge will vary depending quantity and type of machines being managed.

Plan	Inclusions/description	Monthly fee	Amount
Option 1	Up to 3 PCs and 5GB of backup storage	\$40	\$
Option 2	Up to 5 PCs and 10GB of data storage	\$60	\$
Option 3	Up to 10 PCs and 20GB of data storage	\$80	\$
Customised quote	Contact us for a quote if you have a server or need more than option 3 provides.		\$
Setup fee - \$100 per 10 PCs or part thereof	e.g. 1 to 10 PCs = \$100 11 to 20 PCs = \$200 and so on.		\$
<b>\$ Total</b> <small>inc. GST</small>			\$

**Please fill out the credit card authority on the next page.**

**Return it to us as soon as possible to ensure continuance of your protection.**

Ensure you read all the terms and conditions before returning the signed form.

We recommend that you print it and post by old fashioned land-mail as this is more secure than emailing the details to us.

Name \_\_\_\_\_

Company \_\_\_\_\_

ABN (if applicable) \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone/Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Charge my Credit Card monthly    Send me a monthly invoice...(tick one)

Credit card type: VISA / Mastercard / American Express...(circle one)

Name on the card: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_ / \_\_\_\_\_

CCV: \_\_\_\_\_ (3 or 4 digit security number)

Amount: \$\_\_\_\_\_ (includes GST)

Signature: \_\_\_\_\_



**NOTE:** Payment will appear as “**Back Of House**” on your statement. Refer to Pt 4 above.

**NOTE2:** Your first Payment/Invoice will include the applicable set-up fee after which it will revert to the scheduled monthly amount.

Thanks for your custom,



David Moore – Principle PC Wrangler




### Terms and Conditions:

- 1) This document is a Legal Contract. We suggest you obtain a separate legal opinion should you not understand any part of it.
- 2) Signing and returning the attached credit card authority also declares that you have read, understood and accepted these terms and conditions.
- 3) **You will be invoiced, or credit card payments of the agreed value will be made from your credit card, in the first week of each month.**
- 4) Your credit card statement will show charges from “**Back Of House**” as they manage these payments on our behalf.
- 5) You can cancel the service at any time in writing.
- 6) Failure to pay the monthly scheduled fee by the due date may result in cancellation of any or all of these services.
- 7) Cancellation results in the immediate termination of all components of the service and removal of your backup data from our servers 14 days thereafter.
- 8) There is no cancellation fee.
- 9) No refunds are made for services paid in advance.
- 10) This is a management service only – **any additional remote or site work will be performed at our regular rates with your prior permission.** This includes, but is not limited to, data recovery tasks and MALware removal outside of the scope of the



- 11) Changes to the number of monitored computers, their type and the amount of data being backed up will result in the changing of your monthly fee to match the applicable plan. Upgrades take effect immediately and are pro-rated, downgrades take effect from the beginning of the next period. You will be notified via email in this event.
- 12) You may choose, or we may refer you to, a third party to perform on-site work.
- 13) To manage your computers and perform remote assistance several small programs will be installed on each machine.
  - a. You must not alter or reverse engineer or attempt to hack this software in any way.
  - b. The software can only be installed on the agreed machines and in the agreed quantities.
  - c. You acknowledge that this software will periodically perform updates for the purposes of enhanced performance, bug fixes and added functionality.
  - d. Upon termination of your service you agree to uninstall this software from all applicable machines.
  - e. You acknowledge that you do not own this software; it is merely on loan for the purposes and duration of this agreement.
  - f. You acknowledge that the computers being managed must be switched on to perform the applicable tasks.
  - g. You acknowledge that the computers must have access to the internet through which they'll communicate with the host management system otherwise they cannot do their job.
- 14) Remote assistance may require somebody on your site to perform certain tasks and grant certain permissions.
- 15) Data gathered via this tool is completely confidential and shall only be used for the purposes of providing services to you and your organization within the terms of this agreement.
- 16) You understand that from time to time we will contact you via email, SMS and/or telephone to advise you of issues we perceive as requiring your attention.



- 17) You understand that for your security and data protection this system is hosted across multiple sites around the world. As a result, both your and our access to it may be affected from time to time due to scheduled maintenance and other technical factors outside of our control.
- 18) You understand that the  **Advanced Monitoring Agent** component...
- May periodically send you automated reports on the status of your computer/s and the tasks the system is performing on them.
  - Has been tuned to suit your individual needs at the time of installation and may not necessarily be doing everything within its capabilities.
  - May have additional functionality turned on and/or enhanced during the time of this agreement.
  - Cannot detect or prevent all problems, failures or issues
  - Cannot rectify or in any way enhance or compensate for slow, failing, old or otherwise faulty hardware.
  - Alone is NOT a substitute for a properly tested backup system.
- 19) You understand that  **MANAGED ANTIVIRUS** component...
- Is not a silver bullet.
  - It moves the management of anti-malware handling to us.
  - Does its best to cover all current and emerging threats, however the bad guys game is to get around these products no matter who makes them or how fast they are updated.
  - On its own is no substitute for a proper backup system.
  - Careful browsing is and always will be a necessary part of web use irrespective of the antimalware product you use.
  - New viruses and malware are being created all the time. "Risky browsing" and other risky behaviors (such as, but not limited to, opening attachments to emails from strangers) will at some stage result in your system being compromised by malicious software no matter what "protective" software you are running.
  - If you must take risks then it is advised that a sacrificial and non-critical machine be employed for that purpose.
- 20) You understand that  **MANAGED ONLINE BACKUP** component...
- Cannot backup your entire computer system and therefore cannot "magically" restore your computer to "the way it was" before problems occurred.
  - Is designed to be a backup of your data only e.g. documents, photos, spreadsheets etc.
  - Can only backup what you tell us, and it, to backup. For example, creating a folder or document outside of designated backup set means it won't be backed up.
  - Runs at specified and regular scheduled times i.e. it does not detect a file change and instantly back it up.
  - Should constitute one of the three recommended locations for your data i.e. the original data on your computer and TWO different types of data backup (of which this product is one). If you want to know why please ask for our white papers and articles on data backup.
  - Is an internet/cloud based solution with a local network "Speedvault" option. Hence the speed of backup and recovery will be determined by the speed and quality of your internet connection and the availability of your local "Speedvault". Depending on the size of your backups, initial backups and large recoveries can potentially takes hours and even days.

- g. Will increase your internet data use. By how much depends on a variety of factors including, but not limited to, how often new data is added, how often current data is changed, how often you restore/recover data from the system, and how much data you have to backup overall. You should ensure your internet plan can accommodate anticipated increases in data use and still have capacity left over for your normal internet requirements. You should monitor your internet use over the next month or two to ensure your chosen limits are meeting your requirements.
  - h. May not be able to backup all types and sizes of data files due to security and other technical reasons. If we identify such files we will let you know, or you are in doubt please ask us. E.g. a common problem files are Outlook PST and database files.
  - i. Does securely store your data "in the cloud". However, it is recommended that if your backups are to include any sensitive material that you encrypt and secure them BEFORE they are backed up. That way YOU know YOU are in control.
- 21) This system can be negatively affected by software you install or changes you make to the computer. If in any doubt please contact us BEFORE you make these sorts of changes.
- 22) We are not liable for any damages or loss whatsoever. Your hardware, software, data and site management are entirely your responsibility.
- 23) We reserve the right to cancel or amend this service for any reason whatsoever.
- 24) You will be notified in writing of any changes affecting your service or this agreement.
- 25) We reserve the right to change or amend the terms of this agreement without prior notice.
- 26) Any changes your details contained in this application must be notified in writing and with the revised agreement signed and returned within 14 days.
- 27) You agree that this contract will be deemed to be made in the state of Tasmania, Australia and agree to submit to the jurisdiction of the appropriate courts nominated by that state and country.
- 28) Privacy Act
- a. We are entitled to undertake all and any necessary enquiries, investigations, and assessments to ensure the accuracy of the information provided. Further, that such information, as verified, may be used by I Hate My PC, and any authorized agent, employee or subcontractor engaged by the I Hate My PC for the purpose of reviewing, vetting, monitoring, and if necessary, actioning the use and performance in the operation of the service, including recovery of any outstanding Account balance.
  - b. Your information will not be passed on or sold for the purposes of marketing or related activities.
- 29) You will pay to "I Hate My PC" the costs and expenses incurred by them or their solicitors and/or legal advisors, in respect of anything instituted or being considered against the customer for debt recovery or related.
- 30) You warrant that you are the owner or authorized user of the credit card details recorded below.
- 31) You warrant that you are authorized to subscribe the company, whose details recorded below, to the services described herein.

DOCUMENT END