



Refined IT Pty Ltd

Address: 38 Stiles Avenue, Burswood 6100 | **Phone:** (08) 9200 3488

Email: support@refinedit.com.au | **Website:** www.refinedit.com.au

ABN: 24 166 216 744

Terms & Conditions

By using our 'IT Services', you agree to these terms and conditions. If you do not agree, you should advise us immediately and not use our services. These terms and conditions may be changed or updated from time to time, please check our website for the latest copy.

<http://www.refinedit.com.au>

Trading Hours

- Our Standard Business Days are Monday to Friday. (Excluding state and national holidays.)
- Our Standard Business Hours are 8.30am to 5:00pm.

Callout Zones – Business Hours

- Zone 1 – 10km from Perth CBD - \$50
- Zone 2 – 20km from Perth CBD - \$70
- Zone 3 – Over 20km from Perth CBD - \$Call Us
- Distance - Calculated as crow flies from Perth CBD – 96 William Street.

Callout Zones – After Hours

- After Hours Zone 1 – 10km from Perth CBD - \$50
- After Hours Zone 2 – 20km from Perth CBD - \$70
- After Hours Zone 3 – Over 20km from Perth CBD - \$Call Us
- Distance - Calculated as crow flies from Perth CBD – 96 William Street.

Pre-Paid Hours

- Pre-Paid Blocks of hours must be purchased and paid (cleared) in full prior to use else the client will be charged our minimum standard Rates.
- Pre-Paid Hours must be purchased in a minimum of 10 hour blocks.
- Pre-Paid Hours Are Non-Refundable.

Minimum Standard Charges, Rates and Call out Fees

- Our Minimum, Onsite Support charge is 1 hour + call out fees (for support location zone).
- Our Minimum, After Hours onsite support charge is 2 hours + after hours call out fees (for support location zone).
- Our Minimum, Remote Support charge is 15 min
- Our Minimum, After Hours Remote Support charge is 1 hour

Promotional Terms and Conditions

- Promotional terms and conditions may be varied or modified at any time without notice.
- Refined IT reserves the right to terminate any promotion in whole or in part at any time without prior notice and without liability. Errors and omissions are excluded.
- All promotional pricing is for an annual subscription, no partial refunds.

Trademarks

- All other trademarks, brand names and product names are the property of their respective owners.

Late Payment Suspension

- Refined IT reserves the right to deny cloud backup restoration and suspend web and cloud hosting, including but not limited to hosted email services if all of the client's invoices are not paid in full within 15 days of the invoice date, as a courtesy (48) hours' notice will be provided prior to suspension.

General Terms

- Anti-Virus and Cloud subscriptions are for software only. Labour hours are required to install, remove and manage the software.
- All subscriptions, domain renewals and hosting packages will automatically rollover without notice of expiry.
- Refined IT reserves the right to determine if warranty is valid.
- All freight is at the expense of the client.
- Goods to be returned in original or adequate packaging.
- Refined IT waives all responsibility for equipment accepted for repair and reserves the right to dispose of uncollected items after a period of 3 months.
- Refined IT takes no responsibility for the loss of profits, data, business, labour or goodwill in the event of hardware and/or software failure.
- All prices are subject to change without notice.

Service Suspension, Effect;

- Cloud Emails 'Hosted Exchange' - Servers will reject all incoming and outgoing emails, sender will receive return email #404 undeliverable. Employees will be unable to connect to the online email store. Email migrations are disabled.
- Web Hosting -Website will display 'Account Suspended'. DNS will no longer resolve domain.
- Cloud Backups - Backups will cease to run. Backup restoration will be unavailable.
- Cloud Antivirus 'Managed Antivirus' - Server and Workstation Antivirus will be disabled.
- Cloud Patch Management - Server and Workstation Patch Management will be disabled.
- Email Spam Filtering - Spam filtering will be disabled on the Hosted Exchange or Email Service domain.
- Managed Services - Monitoring will be disabled. Alerts will be disabled.
- Break Fix - Refined IT employees will cease all repair and support requests.
- Web Plugins - Will be deactivated which may cause websites to function abnormally
- Web Templates - Will be deactivated which may cause websites to function abnormally

Additional Charges

- We reserve the right to charge interest on all late payments at the standard ANZ bank unsecured overdraft rate plus 2%;
- Also, for speed and convenience we purchase hardware and other items for you using our own credit card facilities. These facilities, as you know, accrue high interest charges (21% +) after the interest free period expires;
- For all late payments on hardware and similar items purchased, we therefore reserve the right to charge interest at our own bankcard rate plus 2%;

Web Development

- The website templates Refined IT utilize are purchased from the popular 3rd Party web development portal 'Theme Forest'. While every effort is taken to ensure the templates are sourced from reputable, high sales and elite (experienced) authors we cannot be held responsible for down time, vulnerabilities, hacks or faults that occur inside the template code. Refined IT is therefore indemnified against any data loss, loss of confidential information or financial or business related loss and damages that may occur due to faults inside the 3rd party template coding.
- Refined IT reserves the right to deactivate licences for plugins and templates supplied as part of a web development project if a client has overdue invoices 30 days past our payment terms and after reasonable efforts have been made to recover the funds.
- The website 3rd party plugins and applications Refined IT utilize are from the popular 3rd Party coding development portal 'Code Canyon'. While every effort is taken to ensure the templates are sourced from reputable, high sales and elite (experienced) authors we cannot be held responsible for down time, vulnerabilities, hacks or faults that occur inside the 3rd party plugins and applications. Refined IT is therefore indemnified against any data loss, loss of confidential information or financial or business related loss and damages that may occur due to faults inside the 3rd party application coding.
- Refined IT has the option to install SSL certificates for all web design projects regardless of the requirement for data encryption for communication between the website and the website users. In the scenario that the client does not opt for the SSL certificate, Refined IT is indemnified against any data loss or loss of confidential information or financial or business related loss and damages because of the client's decision.
- Refined IT reserves the right to deactivate licences for plugins and templates supplied as part of a web development project if a client has overdue invoices 30 days past our payment terms and after reasonable efforts have been made to recover the funds.

Web Hosting

- Refined IT's web hosting services are sourced through a 3rd party hosting reseller therefore we cannot be held responsible for down time, faults or data loss or financial loss as a result of a 3rd party fault.
- Refined IT keep backups for their web hosting services and if a fault occurs with the 3rd party supplier or the fault is due to the client themselves and a website is lost, the client is expected to pay the associated backup restoration fees.