

SERVICE REQUEST LODGEMENT PROCESS

When you contact us to lodge a service request only the methods below must be used:

Phone Call (no text messages): *503-4510-779*

Email: support@callforsupport.com

Ticketing System on computer: *Click the tray icon  then "Create Support Request"*

Include a short description of the problem and any screenshots of errors to assist in the resolution of the issue.

If the issue is being lodged by either phone or external email you must include your name, company and return contact details.






Critical and High Priority Service Requests must be lodged via email or phone only otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level.

It's important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

Service requests must not be lodged directly with technicians, as this detracts them from resolving the current issue.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorised to lodge Service Requests, as all requests received by us will be chargeable and/or allocated against this Agreement.

We agree to respond to your Service Requests within the Maximum time frames set out in the chart below.

PRIORITY	EXAMPLES	GUARANTEED RESPONSE TIMES
 Critical	Your Main Server is offline, and all users are unable to work.	1 Hour
	One of your Network Switches has failed and stopped half the company from working.	
	A VPN link between 2 x offices is offline causing one office to be unable to work.	
 High	Your Internet Connection is offline, users can still work locally	2 Hours
	Your CEO's computer has stopped working	
	Your main Accounting Software has stopped working	
 Medium	A user's desktop won't turn on so they can't work	4 Hours
	One of the main printers is not working, but users can print to another one	
	A user is having problems connecting to the Wireless network	
 Low	Printing is slower than normal	8 Hours
	A single user is unable to scan	
	A user needs a program installed on their PC	
 No Priority	Pro-Active maintenance of systems	N/A

If the response time to an incident exceeds the times set out in the above chart and provided that you reported the incident to us via the methods as set out in Our General Terms and Conditions, you may make a claim for 5% billing credit within 7 days of the incident in writing to support@callforsupport.com.

If We agree Your claim is valid, you will be credited 5% of the monthly Agreement amount (this does not include any additional charges incurred in that month) of the month of the incident, to a maximum of 25% per month.

If the support request is lodged outside our Business Hours, the Response Time Guaranteed does not apply. We will still work on your Service Request as fast as possible, however it will be on a best effort basis.

Response Times are calculated as per the Definition below. Response Times are Guaranteed maximum times to respond to a Service Request.

Response Time is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in our *General Terms and Conditions* and the time that We start providing Service on the Service Request. We do not count any triage, scheduling or dispatch work when calculating Response Times.

SERVICE REQUESTS OUTSIDE OF OUR BUSINESS HOURS

Service Requests that must be addressed outside of business hours must be lodged by **phone or email** (charges apply for after-hours work). If not, the Service Request will be viewed on Our next Business Day.

RESPONSE TIME GUARANTEE EXCLUSION LIST

The Response Time Guarantee does not apply to:

- ⇒ Additions, moves or changes to users, devices, configurations, or network
- ⇒ Issues lodged in any other manner than specified in this Agreement and our *General Terms and Conditions*
- ⇒ Issues lodged outside Our Business Hours
- ⇒ Items caused by Hardware or Software not meeting our Minimum Standards
- ⇒ Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us
- ⇒ Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
- ⇒ Service Requests for issues related to user-initiated Virus and Malware Infections
- ⇒ Service Requests for Issues involving the sourcing of hardware/software
- ⇒ Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage

PRIMARY IT CONTACTS

You agree to nominate from Your team a Primary IT Contact and a Secondary IT Contact (who We will treat as the Primary IT Contact should the current Primary IT Contact not be available).

When issues of Critical and High Priority are happening, your Team are to channel all communication through these people during business hours.

This allows Our team to work most effectively in restoring Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Primary IT Contact is to also assist Our team to be the eyes and hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner.

You will be asked to provide the details of your nominated Primary and Secondary IT Contacts during your Onboarding process and you agree to update us if and when these Contacts change during the Term of this Agreement.

ACCESS REQUIREMENTS

You agree to allow Us full and free access to Your computers, associated equipment. Your premises and Your team for the purposes of providing the Services in this Agreement.

If there is anything that interferes with our access, we may in our absolute discretion charge You for any extra time incurred.

WHAT'S COVERED

As part of this Agreement, we endeavour to include all the day-to-day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all the items we will cover under this Agreement in the below chart.

It's important to note that anything not included below is explicitly excluded from Your Agreement and will be billed at our normal rates as found on our Rate Schedule.

From time to time, we may provide support for items not explicitly included the chart below without charge – however we will do this at our sole discretion.

AGREEMENT INCLUSION LIST

DESCRIPTION	FREQUENCY	INCLUDED
→ DESKTOP, LAPTOPS AND SERVERS		
Setup New Profiles on Desktops and Laptops	As Needed	YES
Add / Edit / Delete User Accounts	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & Files)	As Needed	YES
Setup & Maintain Security Groups	As Needed	YES
Setup & Maintain Network Drives	As Needed	YES
Restore Files from Backups ⁽¹⁾	As Needed	YES
Troubleshoot Operating System Not Working	As Needed	YES
Troubleshoot Microsoft Office Not Working	As Needed	YES
Troubleshoot Anti-Virus Not Working	As Needed	YES
Reboot Servers	As Needed	YES
Troubleshoot Hardware Issues ⁽³⁾	As Needed	YES
Hard Drive Clean-up (Remove Temp & Unnecessary Files)	As Needed	YES
Warranty Claim Processing ⁽³⁾	As Needed	YES
Microsoft Patch Management (Service Packs & Updates)	Daily	YES
Update Approved 3 rd Party Applications (Adobe Flash, Adobe Reader, PDF Creator, Java, 7-Zip, Etc)	Daily	YES
Monitor all Critical Server and Computer Services and Fix	24x7x365	YES
Monitor Anti-Virus Running & Protection Enabled	24x7x365	YES
Monitor Anti-Virus Definitions +Updating Correctly	24x7x365	YES
Monitor Anti-Malware Running & Protection Enabled	24x7x365	YES

Monitor Anti-Malware Definitions Updating Correctly	24x7x365	YES
Monitor Hard Disk Health + Space & Defrag if Necessary	24x7x365	YES
Monitor High CPU Usage	24x7x365	YES
Monitor Security and Event Logs	24x7x365	YES
Roll out our Best Practise Security Policies	On-Going	YES
→ BACKUPS AND DISASTER RECOVERY		
Monitor Server and Computer Backups ⁽¹⁾	24x7x365	YES
Troubleshoot Server and Computer Backup Failures ⁽¹⁾	As Needed	YES
Monitor Office365 Backups ⁽¹⁾	24x7x365	YES
Troubleshoot Office365 Backup Failures ⁽¹⁾	As Needed	YES
Automated Test Restore & Report of All Approved Backups ⁽¹⁾	Monthly	YES
→ PRINTERS		
Clear & Reset Printer Queues	As Needed	YES
Troubleshoot Printer Issues	As Needed	YES
Add / Edit / Delete Printer Mapping Group Policies	As Needed	YES
Add / Edit / Delete Printer Drivers for Existing Printers	As Needed	YES
→ NETWORK		
Troubleshoot Internet Service Provider Issues & Outages	As Needed	YES
Troubleshoot Network Switch Issues	As Needed	YES
Troubleshoot Wi-Fi Access Point Issues	As Needed	YES
Update Wi-Fi SSID / Keys	As Needed	YES
Troubleshoot Router Issues	As Needed	YES
Troubleshoot Firewall Issues	As Needed	YES
Firewall Security Audit and Adjustment	Monthly	YES
Monitor Network Switches Operations & Availability	24x7x365	YES
Monitor Wi-Fi Access Points Operations & Availability	24x7x365	YES
Monitor Router Operations & Availability	24x7x365	YES
Monitor Firewall Operations & Availability	24x7x365	YES
Warranty Claim Processing ⁽³⁾		
→ DOMAIN NAMES		
Add / Edit / Delete MX Records	As Needed	YES
Add / Edit / Delete TXT Records	As Needed	YES
Add / Edit / Delete PTR Records	As Needed	YES

Add / Edit / Delete CNAME Records	As Needed	YES
Add / Edit / Delete A Records	As Needed	YES
→ MOBILE PHONES & TABLETS		
Configure Outlook or Mail App ⁽²⁾	As Needed	YES
Configure Skype for Business App ⁽²⁾	As Needed	YES
Configure OneDrive for Business App ⁽²⁾	As Needed	YES
Configure Teams for Business App ⁽²⁾	As Needed	YES

→ OFFICE 365		
Add / Edit / Delete User Accounts	As Needed	YES
Add / Edit / Delete User and Security Groups	As Needed	YES
Add / Edit / Delete Shared Mailboxes	As Needed	YES
Add / Edit / Delete Distribution Groups	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & OneDrive)	As Needed	YES
Restore Files from Backups ⁽¹⁾	As Needed	YES
Install & Connect OneDrive Desktop Client ⁽²⁾	As Needed	YES
Install & Connect Skype for Business Desktop Client ⁽²⁾	As Needed	YES
Install & Connect Teams Desktop Client ⁽²⁾	As Needed	YES

(1) Only applies to when using the Backup Platforms in our Recommended Technology Platform.

(2) This assumes that you already have the back-end systems and company-wide configurations all setup and configured for this product. If you don't, then We will discuss with You the scope of any potential Project and send You a separate Proposal for your review.

(3) if the Hardware we are troubleshooting was not purchased from us and/or the device is not currently covered by the Manufacturer's warranty, a care pack or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.

DEFINITIONS AND INTERPRETATION

In these Conditions, the Rate Schedule and every Quote, Order, Plan contract, or other arrangement in connection with the supply of Goods or Services by Birkemeier Consulting the following words have the following meanings:

“After Hours” means from 17:30 – 8:00 hours Monday through Friday and all-day Saturday and Sunday, including Public Holidays;

“Business Hours” means 8:00 to 17:30 hours Monday through Friday excluding public holidays;

"Client", "You" or "Your" means a person who seeks or obtains a quote for, or who orders, Goods or Services from Us, and includes both a person whose name is on the Order or on an email attached to which is an order, a person who places an order, and a person on whose behalf an Order is placed or on whose behalf it appears and order is placed, and in any case each of their heirs, successors and assigns;

"Conditions" means these terms and conditions;

"Goods" means any goods and/or services sourced by Us or provided by Us in connection with any such goods and/or services including computer hardware and Software and any goods or services provided in connection with any of those things;

“Order” means any order requested by You to Us for Goods or Services in any form;

“Quote” means a quote provided to You by Us;

“Period” means a particular number of half-days, days, weeks, fortnights, months, or any other period, as may be agreed between Us and the You as the period during which some Services will be provided;

“Plan” means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services (including unlimited support) and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in a Plan Schedule;

“Plan Schedule” means the key terms applicable to Plans as set, and as may be varied by Us, from time to time in its absolute discretion without notice to You;

“Public Holidays” means any day which is a public holiday throughout Oregon;

“Rates” means the hourly rates and other charges for Services (including any call-out fees and any Return/Cancellation Fees) set out in the Rates Schedule, a Plan, Plan Schedule, Quote, contract or arrangement entered into by Us and You or in these Conditions, and includes any monies payable to Us on a quantum meruit basis for any work it has done;

“Rate Schedule” means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in its absolute discretion without notice to You;

“Service request” means a request for service such as adds, moves, changes and technical assistance;

"Services" means the provision of any services by Us including Work, advice and recommendations;

“Software” includes software and any installation, update, associated software and any services provided in connection with any of these things;

" Us", "Our" or "We" means Birkemeier Consulting and its heirs, successors and assigns; and

“Work” means anything We may do, provide, customize, produce or acquire, whether or not in connection with, or for the purposes of, You or Your use or benefit, and includes testing, troubleshooting, installation and configuration of new equipment or software, consulting, scoping, planning, documenting and quoting for complex items.

In these Conditions, the Rate Schedule and every Quote, Order, Plan, contract, or other arrangement in connection with the supply of Goods or Services by Us, unless the contrary intention appears:

Headings and words put in **bold** are for convenience of reference only and **do not affect the interpretation or construction** of these Conditions;

A reference to time is to Pacific Time;

A reference to an **individual or person includes a corporation**, partnership, joint venture, association, authority, trust, state or government and vice versa;

GOODS AND SERVICES

1. QUOTES

- 1.1 Term and effect: Quotes will only be valid for 7 days unless otherwise specified in the Quote. A Quote is merely an invitation to You to place an Order with Us and the acceptance of a Quote by You will not create a binding contract between You and Us.
- 1.2 Quote is valid for 7 days only. Expiry dates on quotes are set to be able to inform Us when the quote is still active or to be discarded. Once discarded the quote will need to be requested again.
- 1.3 Once a quote has been confirmed by Us, then the prices in the quote will be confirmed as the final agreed price. A quote is confirmed as 'final' as soon as both parties agree with the final price after any last changes requested by You.
- 1.4 The price in the final quote may vary from the original request if there is any price or product changes requested by You. We reserve the right to alter product and prices in the quote, as long as the quote has not been confirmed with You.
- 1.5 Quotes and estimates shall be deemed to correctly interpret the original specifications and are based on the cost at the time the quote or estimate is given. If You later require any changes to the quotes, and We agree to the changes, these changes will be charged at Our prevailing rate.
- 1.6 Once the Quote has been confirmed and converted to an Order, the Order will be subjected to our normal Terms and Condition of Sale.
- 1.7 The general minimum turnaround time for Quote request to be actioned is usually 24 hours. In the event that a quote is required urgently please let us know so that we can respond to it accordingly.
- 1.8 When a special price or discount offer has been applied to this Quote, no other special promotion, discount or bonus offer will be applicable.
- 1.9 In the event that products in the Quote are subjected to any price and supply fluctuations that is outside of Our control We reserve the right to update the price and product in the Quote accordingly. If a product has undergone a price drop or a price increase, the Quote will then be adjusted accordingly. If there is a product that is no longer available, the product will then be replaced or substituted based on Your request and is subject to Your final approval.
- 1.10 Price on non-stocked products are subjected to Price and stock fluctuations and can only be confirmed once the Quote is turned into an Order. While We endeavor to honor every price quoted, if there is a price increase that is beyond our control, We reserve the right to increase the price as necessary.

- 1.11 Once a Quote has already passed the expired date, We may cancel the quote or estimate without having to notify or receive an approval from You.
- 1.12 ETA information is based on an estimate given by our vendors and cannot be held as the actual promised date.
- 1.13 Freight charges will be added to the Order unless otherwise stated. Any included delivery charges are estimates only.
- 1.14 We do not keep inventory and as such only order items once we receive a completed order from a client. If You would like to return an item or cancel an order, a restocking fee may apply. We will need to get approval from the distributor that the stock is returnable before being able to issue a refund as not all products can be returned.
- 1.15 Prices are based upon total Quote Purchase.
- 1.16 Unless specified, all items on quote are covered by manufacturer's warranty covering parts and labor for hardware only on a return to depot basis.
- 1.17 Varying or withdrawing Quotes: We may vary or withdraw a Quote at any time in Our absolute discretion and without prior notice to You. We may do so for any reason We consider fit, including, e.g. where the Goods or Services become unavailable, or the cost price of Goods or Services increases after the date of the Quote.

2. ORDERS

- 2.1 Order forms: You may place an Order for Goods and/or Services with Us. Normally, We will require that You provide either a completed Order form or You approve the quote electronically via either an email or a web based system with the date and Your details, including Your full legal name or description (including the full name or description of any person on whose behalf the order is placed), Your address together with any relevant Quote number and date.
- 2.2 Approval of Orders: You will need to sign the Order or have it duly executed on Your behalf, unless the Order is sent by email or via the web based ordering system, in which case the Order will be treated or deemed as if signed by or on behalf of You by the person whose name appears as the sender of the email or submitter of the form.
- 2.3 Reliance on appearance of validity: Absent actual knowledge to the contrary, We may rely upon the apparent validity of an Order. If any Order is signed or sent by email or approved through the web based ordering system by a named person, that person warrants that the Order is, and it is acknowledged the Order is deemed in favor of Us to be:
 - 2.3.1 signed by, and duly authorized by, both the person who signed the Order and the person who sent the email; and
 - 2.3.2 duly authorized by the person on whose behalf the Order is placed or apparently placed.
- 2.4 Acceptance and Orders: An Order has no effect unless or until it is accepted by You in writing and, until We have received from You payment in clear funds for the Order and any related freight, delivery and (where applicable) in-transit insurance costs in clear funds.
- 2.5 No obligation to deliver: We are not obliged to deliver any Order until we have received payment in clear funds from You for the Order, any related freight, delivery and (where applicable) in-transit

insurance costs or where We are unwilling or unable to complete the Order for any reason provided it refunds any payment made by You in respect of the Order.

- 2.6 Credit checks: For the purposes of ascertaining the credit standing or history of a prospective customer to whom We are considering extending credit or payment terms, You hereby consents to Us undertaking a credit reference check in respect to You.
- 2.7 Cancellation of Orders: You will not cancel an Order unless We agree to do so in writing in Our absolute discretion. You acknowledge that, amongst other things, We cannot cancel an Order once the manufacturer or supplier has dispatched the relevant Goods and that such dispatch often occurs the same day as the Order is placed by Us.
- 2.8 Processes and Procedures: We have processes and procedures that We follow in the course of the provision of Our Services and the supply of Goods. You agree to co-operate with Us and to comply with such processes and procedures as advised to You from time to time.

3. PRICING AND RATES

- 3.1 Rates exclude Tax: All rates and amounts charged or quoted for Goods and/or Services by Us are exclusive of Tax and any other applicable taxes or government charges (unless otherwise stated in writing by Us).
- 3.2 Rates Schedule: You must pay for Goods and Services at the Rates set out in any applicable Plan and the Rate Schedule as applicable from time to time during the provision of the Goods and/or Services.
- 3.3 Vary Rates: We reserve the right vary any Rate and/or the Rate Schedule from time to time (subject to any fixed pricing for specific periods in any Plan), in its absolute discretion and without notice to You.
- 3.4 Call-out fees: You acknowledge that call-out fees may be charged in addition to the Rates at Our absolute discretion and that the amount of the call-out fee will depend upon where the Services are provided.
- 3.5 Return/Cancellation Fee: Where We arrange a return or refund on behalf of You, or where an Order is cancelled by You after acceptance by Us, We may charge You a Return/Cancellation fee to cover the administration costs to Us in processing the return or refund, or in processing the Order, the cancellation and any refund. We may deduct the Return/Cancellation fee from out of any moneys otherwise due to be refunded to You by Us.
- 3.6 Expenses: You must pay any out of pocket expenses incurred by Us in providing the Services to You in addition to the Rates, charges and call-out fees, upon written demand. Such expenses will include travel costs, flights, car hire, petrol, insurance, taxi fares, accommodation and related meal allowance, tolls and car parking expenses. Where appropriate, We will obtain prior written authorization from You before such expenses are incurred.
- 3.7 Separate charges for Goods and Services: We may in Our absolute discretion charge for Goods separately from Services or may charge for Goods and Services together.
- 3.8 Calculation of increments: Where a charge is calculated based on increments of time, e.g. 1 hour or 30 minutes, We will charge the applicable rate for the whole increment of time even if work is done during part of, but not for the whole of, that increment of time.
- 3.9 Change in underlying costs: Without prejudice to any other rights of Ours under these Conditions, where there is any increase in the underlying costs incurred by Us in connection with the supply of Goods or Services to You, We may, in our absolute discretion, vary any of Our Rates.

- 3.10 Pre-Paid Blocks of Service: Where You agree to buy Pre Paid Blocks of Service during a Period, payment must be made in advance for the Pre-Paid Blocks of Service at the rate applicable pursuant to the Rates Schedule for all Services. Each such rate being less any discount agreed in writing between Us and You in respect of the Pre-Paid Blocks of Service. Services included in a Pre-Paid Block of Service rate during the Period:
- 3.10.1 are calculated in accordance with the applicable minimum time periods and **increments** set out in the Rates Schedule; and
 - 3.10.2 **are only provided by Us during the applicable Period.** Where Services are provided for a specified Period:
 - 3.10.2.1 the Services remaining unused for that Period cannot be rolled over into any subsequent Period; and
 - 3.10.2.2 We are not liable to refund, re-imburse, pay damages or otherwise compensate or indemnify You in respect of those unused Services.

4. SERVICES AND PLANS

- 4.1 Service and Plan Variations: Currently, We offer the Services and Plans referred to in the Rates Schedule and any Plan Schedule. We may withdraw the provision of, or vary the scope or terms of, or add to or change, the Services without notice to You, from time to time in Our absolute discretion.
- 4.2 Copies on Request: We will provide You with a copy of the current Rates Schedule upon request. Plan Schedules are tailored for particular Plans and are available to Clients participating in the Plan.

5. RETURNS AND CLAIMS FOR GOODS AND SERVICES

- 5.1 General Returns Policy: Notwithstanding anything in these Conditions, You acknowledge that We supply Goods subject to all applicable conditions, including returns and claims policies, of any relevant manufacturer or supplier. You will accept Goods subject always to these Conditions and the terms of such conditions and will indemnify and hold Us harmless in respect of any further or other obligation or any failure or default on the part of that manufacturer or supplier.
- 5.2 Customized Goods not returnable: Where Goods have some element of customization for You, are supplied pursuant to an Order for Goods that is in the opinion of Ours special or unusual, the Goods are obtained from overseas, the Goods are obtained from a supplier who is no longer trading, or the Goods are otherwise not readily returnable by Us to the manufacturer or supplier or any related services may not be cancelled, You may not return the Goods to Us or cancel the related services.
- 5.3 Duty to inspect: You will inspect all Goods immediately upon their delivery. Within 7 days of such delivery You may give written notice to Us of any matter or thing, by reason of which You might wish to return the Goods, ask for a refund, or make a claim. If no such notice is given on time, You will accept the Goods without any such return, refund or claim.
- 5.4 Return Condition: Where You are entitled to return Goods under these Conditions, You must return the Goods in their original condition and unopened, provided always that where, upon opening the packaging it becomes apparent that the Goods are different to what is described on the packaging or that the Goods are faulty, the Goods may be returned.

- 5.5 **Return costs:** You will pay all costs and expenses incurred by Us in arranging the return of the Goods to a manufacturer or supplier and/or the cancellation of any related services unless that manufacturer or supplier pays such costs.
- 5.6 **Consequences of use, installation, customization or sale:** You will indemnify and hold Us harmless in respect of all allegations and claims in respect of Goods once such Goods have been used, installed, customized or re-sold by You (without prejudice to the recourse of such a customer to the manufacturer of the Goods).

6. PRODUCT SPECIFICATIONS

- 6.1 **Alterations to Specifications:** We make every effort to supply the Goods in accordance with the Order however We may supply alternate Goods subject to minor variations in actual dimensions and specifications where these are changed by the manufacturer of the Goods after the Order date and before delivery.
- 6.2 **Substitute Goods:** If We cannot supply the Goods ordered by You, We may supply alternate Goods of equal or superior quality provided however that You will not pay a higher price than the price Quoted or otherwise agreed for the Goods ordered.

7. ERRORS AND OMISSIONS

- 7.1 We make every effort to ensure that all prices and descriptions quoted are correct and accurate. In the case of an error or omission, We may rescind the affected contract by written notice to You, notwithstanding that We have already accepted Your Order and/or received payment from You. Our liability in that event will be limited to the return of any money You have paid in respect of the Order.

8. OUR WEBSITE

- 8.1 We make no representations or warranties in relation to information available on Our website, including without limitation:
 - 8.1.1 that the information on Our website is complete or correct;
 - 8.1.2 that Our website will be continuously available or free from any delay in operation or transmission, virus, communications failure, internet access difficulties or malfunction in hardware or software; and that We endorse any internet site linked to Our website or any third party products or services referred to on Our website.

9. PAYMENT, LATE PAYMENT AND DEFAULT

- 9.1 **Payment due date:** All invoices issued to You are due and payable to Us within the terms stated on the invoice (unless otherwise agreed in writing). by cash, cheque, credit card or direct deposit in accordance with these Terms and Conditions and in the way set out in the Invoice.
- 9.2 **7 days late:** Where You fail to pay an invoice within seven (7) days of the due date, We may, in Our absolute discretion and without prior notice, suspend or discontinue the supply of Goods and/or Services to You.

- 9.3 **Recoveries:** All legal and other costs and expenses incurred in connection with the recovery of late payments will be added to the amount due by You to Us and will be recoverable from You, in addition to the original invoice cost. If You default in payment of any invoice on time, moneys which would have become due by You at a later date shall be immediately due and payable without any further notice to You. Collectively, all of these moneys are referred to in these Conditions as a "Sum Due".
- 9.4 **Interest:** If payment of any Sum Due is not made on time, We will charge interest daily on the Sum Due at the maximum rate allowed by law, calculated and charged daily on and from the due date until the Sum Due is paid in full.
- 9.5 **Application of funds:** All payments of the Sum Due made by You to Us will be applied as follows:
- 9.5.1 first in or towards payment of any costs (including legal costs), charges, expenses or outgoings paid by Us in relation to any dishonored cheque fees, collection costs or any other action taken by Us for the recovery of any amounts owing by You to Us;
 - 9.5.2 secondly, in or towards payment of any interest due or payable hereunder, and
 - 9.5.3 thirdly, in or towards payment of Your debts to Us in order from the longest standing due to the most recently incurred.
- 9.6 **Security:** We may require You to provide security over Your property (including the Goods or any other property of Yours) as collateral to be held as security for any Sum Due or as a condition precedent to the continuation of supply of Goods or Services by Us to You.
- 9.7 **Payment arrangements:** In the event that a repayment arrangement is made in relation to any Sum Due and the supply of Goods or Services is resumed, but then a repayment due under that arrangement is not made on time, We may, in Our absolute discretion and without prior notice, again suspend or discontinue the supply of Goods or Services to You.
- 9.8 **Power of Attorney:** You hereby irrevocably appoint Us as Your attorney to do anything We consider fit for the recovery of the Sum Due or the creation, perfection or enforcement of any collateral held or to be held as security for any Sum Due.
- 9.9 **Other remedies:** We may exercise any of Our rights and remedies including taking legal action against You for the recovery of any moneys due to Us, notwithstanding it may have exercised other rights under these Conditions.