

## Terms and Conditions

It is important that you read and agree to our terms and conditions. This will help you be aware of the services you are purchasing from us and what you are purchasing from the Application developers. If you have any questions contact us before the installation proceeds.

## Time Based Tasks and Services

There are a number of time-based tasks and services that PureMac Pty Ltd will perform to get your system operating as required. PureMac Pty Ltd has provided you with time estimates but these often change due to the nature of IT systems and the many variables that can cause issues to occur. It is not possible for PureMac Pty Ltd to provide anything other than time estimates. However if a job looks like it may take considerably longer than the estimated time the PureMac Pty Ltd consultant will inform you and allow you stop the job and only pay for the work completed.

## Fixed Cost Jobs

Some items are quoted as fixed cost items. These include software, hardware and training only.

## ACT! Database Conversions

If you are switching from ACT! to Daylite (PC to MAC) PureMac Pty Ltd provide a data conversion service from MarketCircle. However there are limitations to this service that all clients need to accept prior to commencement. A 100% data conversion is NOT possible and some data losses will occur. ACT! conversions are provided for ACT! version 6 - 12.

## Data Washing and Data Importation

Unless specified in the quote all data cleaning and importation is additional work to the set up costs. PureMac Pty Ltd can perform extensive data work to cover a wide variety of client needs but this must be quoted on. Training sessions may cover data importation if requested but it is not covered in a basic 4 hour training session as this is deemed to be an advanced user skill. Special data work training can be purchased if required.

## Address Book & iCal Synchronization

Data synchronisation is provided by a number of different software applications. All of these have limitations in how data is moved between them. PureMac Pty Ltd advises clients to minimise data synchronisation and, where possible, to avoid it altogether. PureMac Pty Ltd cannot provide any guarantee that data synchronisation will be successful and therefore provides no warranty on data synchronization.

## Training Sessions

Many of PureMac Pty Ltd's software applications are highly specialised professional business applications and require professional training. PureMac Pty Ltd recommends that ALL clients purchase appropriate levels of training to ensure the successful adoption by all users. This is especially important for clients migrating from one product to another as no two applications function in the same way, for example moving from ACT! to Daylite. Application usability issues are NOT covered by warranty

nor are they part of the normal set up process. Unless purchased through PureMac Pty Ltd our consultants will NOT show clients how to use applications.

## Support Packages

All PureMac Pty Ltd installations require the mandatory purchase of the recommended support package as provided on your quote, unless otherwise stated. Our experience has shown that ALL users require some level of support and a support package ensures that PureMac Pty Ltd can provide top quality support for all clients as they migrate to new software packages. Please be aware that PureMac Pty Ltd offers NO free support.

## System & Data Backup

It is the clients responsibility to ensure all data is backed up prior to engaging PureMac Pty Ltd. PureMac Pty Ltd is not responsible for any loss of data that could occur during system set ups even if it is the direct result of PureMac Pty Ltd work. There is always a risk of data loss whenever systems are worked on. It is therefore a requirement that ALL clients backup their computers before engaging PureMac Pty Ltd. If PureMac Pty Ltd finds that a system has not been backed up they can either perform a backup and charge the client for the time taken to complete it or cancel the session and reschedule for another time. This will incur cancellation fees and rebooking fees.

PureMac Pty Ltd will set up backup processes for all our systems that provide it as an automated function. We will **not warranty** that the backups are running as required unless the client contracts us to perform backup and data health checks as part of a service level agreement. We advise clients that all backups have the potential to fail and all hard drives have the potential to fail, so it is your responsibility to ensure that you have adequate data protection in place. PureMac Pty Ltd is not responsible for any loss of data for any reason at any time even if it is the direct result of PureMac Pty Ltd work.

## Software Limitations

All software has limitations. PureMac Pty Ltd will endeavor to disclose known issues, bugs or limitations but PureMac Pty Ltd is not liable for software bugs. PureMac Pty Ltd will fix, where possible, issues caused by installations but these will be charged at standard rates. PureMac Pty Ltd is an independent consultancy company. All clients are free to contact the manufacturer for warranty on software and/or hardware.

## Payment & Invoicing

PureMac Pty Ltd does not provide credit. All jobs require 50% deposit prior to jobs starting with the remaining 50% payable on installation completion. All hardware and software licences must be paid in full prior to work

commencing. Any other payment methods must be agreed in writing before the job commences.

### **Refund & Warranty Policies**

PureMac Pty Ltd provides a warranty on work conducted by us and we will fix any issues that have resulted from our workmanship. It does not extend to issues that are the result of;

- Apple Hardware or software related issues
- Apple server related issues (such as corrupt profiles)
- Software clashes with other applications.
- Problems resulting from running Apple or other software updates or upgrades
- PureMac Pty Ltd is not liable for any loss of data and requires that clients have current data backups.

We require that ALL clients have run the software demo applications and are satisfied with the application **BEFORE** commissioning PureMac Pty Ltd's services. To avoid disappointment we require that you have satisfied yourself and other stakeholders, that the application is adequate for the purposes required and you acknowledge that it/they may not perform all the operations you require. If at anytime during the installation and/ or training you decide that the product or systems are not suitable for you or your business we are happy to halt work at that time and you will only be invoiced for the consultants time to date (minimum 2hrs), however all hardware and software is non-refundable.

Any installation issues must be reported to us within 10 working days from the date of installation. Any conflicts with other hardware or software are NOT included in our warranty even if they are a direct result of our system installation. PureMac's liability under any statutory right or condition or warranty implied by the Trade Practices Act 1974 which cannot be excluded is limited at PureMac's option to the resupply of the services or the payment of the costs of having the services resupplied again. Where possible these conflicts will be fixed and charged for on a time and material basis. Any hardware related issues are not covered by PureMac Pty Ltd and may be covered by the manufacturer's warranty. If hardware and/ or software related issues have any adverse effect on the operation of the systems that PureMac Pty Ltd have installed this is not covered by our warranty and time spent researching and fixing any issues will be chargeable at standard rates.

I, \_\_\_\_\_ have contracted PureMac Pty Ltd to provide [enter service description here]. As part of the engagement I acknowledge that I have read and understood the terms and conditions as outlined. I agree to the payment terms and fully understand what PureMac Pty Ltd will provide for the service fees and understand the limit of liability in regards to data loss and warranties.

Signed: \_\_\_\_\_

Witnessed: \_\_\_\_\_

Date: \_\_\_\_\_

There are NO refunds provided on Application licences and or hardware so please purchase carefully. Any hardware issues may be covered by the Manufacturers warranty.

### **System Problems, Ongoing support and maintenance**

Many of our systems are business/enterprise level applications and therefore rely upon business level servers and network infrastructure to operate effectively. All of our software and hardware will require IT support and maintenance from time to time.

There are many IT issues that may impact the operation of software and will require professional service to maintain. It is important to ensure that the business operating budget can support the level of system that is being installed. If you need assistance with setting the appropriate support budgets we recommend you speak with your accountant and or financial advisor prior to contracting PureMac Pty Ltd's services.

The following lists just a few of the more common issues that may impact operations;

1. IP Issues
2. Network Issue
3. New software release & patches
4. Application Upgrades
5. New employees
6. Viruses & malware
7. User related issues
8. Power failures
9. ISP changes
10. Hardware failure (routers, modems, switches, cables, hard drives, CPUs, fans, power supplies).
11. Electrical storms
12. Server issues

All systems will require support from time to time. We offer a range of support options to assist clients and users to operate effectively. Clients that do not contract our maintenance services can purchase our services on a time basis (billed in 15min blocks). Note, work performed by other IT consultants or an internal IT personnel may impact the performance of the installation and void the warranty. Always check with PureMac Pty Ltd prior to conducting any work on any systems we have sold and or implemented. We recommend that clients engage our support services on a monthly basis to check the health of the system.