

Terms and Conditions

Effective Date: 1 Dec 2024

These Terms and Conditions ("Agreement") govern the use of IT remote support services ("Services") provided by CleverConnect, ("we," "us," or "the Company") to residential customers ("you" or "the Customer"). By accessing or using our Services, you agree to be bound by these terms.

1. Services Provided

The Company provides remote IT support, troubleshooting, and consultation services for residential customers. These services may include, but are not limited to, computer diagnostics, software support, network assistance, virus removal, and general troubleshooting. The support is provided remotely via the internet, and the Company may require access to your device to perform troubleshooting or repairs.

2. Eligibility

By using our Services, you confirm that you are a residential customer and that you have the legal authority to engage in this Agreement. The Services are available to individuals who are at least 18 years old. Parent/Guardian's consent required if the person is under 18 years old. You agree to provide accurate, current, and complete information when requesting our Services.

3. Customer Responsibilities

You agree to:

- Provide the necessary access to your devices and systems, if required for remote support.
- Ensure that your device is connected to the internet and is in a condition that allows remote access and troubleshooting.
- Cooperate with our technicians by providing any information necessary for effective service delivery.
- Maintain the confidentiality and security of your personal data and devices during the support process.

4. Service Availability

- Our remote support services are available subject to the service agreement and response and operation time may vary accordingly.
- We may not always be able to resolve all issues remotely due to the nature of the problem or limitations in our access. If remote support is not feasible, the technician may suggest alternative solutions, such as in-person support or third-party services.

5. Pricing and Payment

- The fees for our services are based on subscription you have purchased.
- Payment must be made in advance and the payments methods are available in the web site.
- All fees are non-refundable, except in cases of service failure where a refund will be considered on a case-by-case basis.
- The Company reserves the right to adjust pricing at any time, with prior notice to customers.

6. Confidentiality and Data Privacy

- We respect your privacy and the confidentiality of your data. Any personal or sensitive information shared during the service will be handled in accordance with our CleverConnect Privacy Policy.
- You agree that the Company may access and use your data solely for the purpose of providing the services you request.
- We will not share or sell your personal data to third parties without your consent, unless required by law.

7. Limitation of Liability

- The Company will use reasonable efforts to provide accurate and effective support, but cannot guarantee the resolution of every issue. However, CleverConnect will guide you to resolve the issue. Depending on the subscription level, you may leverage CleverConnect to liaise with third party vendors.

- The Company is not responsible for any data loss, system failure, or damage that may occur as a result of the recovery process of a faulty system. However, CleverConnect consultant will perform a backup of your data prior to a major system restore.
 - CleverConnect will take the liability of any data loss if it was caused by CleverConnect team negligence and will be compensated after a thorough investigation.
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8. Service Interruptions

- The Company is not liable for any interruptions or delays in providing services due to circumstances beyond our control, including but not limited to, network outages, internet service provider issues, or hardware malfunctions.
 - We will make reasonable efforts to inform you of any service interruptions and work to resolve them as quickly as possible.
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9. Termination

- CleverConnect may terminate the agreement at any time if the customer's requirement is not met.
 - Customer may terminate the agreement at the end of the subscription or if we haven't met the service levels according to the subscription.
 - Early termination fee may apply for commercial customers if the customer decide to end the subscription and a two months subscription will be charged as the termination fee.
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10. Acceptable Use Policy

You agree not to use our Services for any illegal, harmful, or malicious activities. This includes but is not limited to:

- Hacking or attempting to gain unauthorized access to networks or devices.
 - Distributing malware, viruses, or other malicious software.
 - Engaging in any activity that may cause harm to our systems, staff, or other customers.
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11. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its employees, agents, and affiliates from any claims, damages, or liabilities arising out of your use of our services or your breach of this Agreement.

12. Force Majeure

The Company will not be held liable for any failure or delay in performing its obligations due to circumstances beyond its control, including but not limited to, natural disasters, acts of government, strikes, or technical failures.

13. Amendments

The Company reserves the right to amend these Terms and Conditions at any time. Any changes will be communicated to you and will become effective immediately upon posting.

14. Governing Law

This Agreement will be governed by the laws of Australia, without regard to its conflict of law principles. Any disputes will be resolved through arbitration or in the courts of state or local councils.

15. Contact Information

If you have any questions about these Terms and Conditions or the services we provide, please contact us at:

CleverConnect Pty Ltd

Email: legal@cleverconnect.com.au

Phone: 03 9969 5454

Website: www.cleverconnect.com.au