FAST RELIABLE BUSINESS CONNECTIVITY

Support Agreement Terms & Conditions

1.1 Definitions
"Us or FTC" means Fast Track Communications
"We" means FTC and you the client.
"Client" means your business as identified in this Agreement.
"GST" means GST within the meaning of the Goods and Services Tax Act of 1999 as amended.
"You" means the business who the Services Agreement applies to

1.2 Interpretation
Agreement means this Agreement and includes any Appendices to this Agreement.
Qualified technician means a person qualified to install and test required services and install Vendor specific equipment.
Normal Working Hours means Monday to Friday during the hours of 8:30am to 5.00pm and excludes Saturday and Sunday and Public Holidays.
Maintain Confidentiality means all ideas, concepts and information concerning the business and affairs of the Company, including software codes, specifications and details of functionality, drawings, designs, models and plans whether in tangible form or not.
Singular includes the plural and conversely.
System Change is any change requested that is not warranty work.
A **gender** includes all genders.
A **reference to dollars and $** is to Australian currency excluding GST unless otherwise stated.
Warranty means the warranty provided by the equipment manufacturer.
Support and Maintenance means the work conducted by Fast Track Communications technical staff to maintain the Audio Visual or Video Conferencing system functionality. It excludes the warranty liability of the equipment manufacturer.
Repair or Replace is the replacement of equipment to a condition as warranted; the Customer shall be entitled to replacement of the component or item by similar model, of equal condition and operation.

1.3 Disclaimer and Limitation of Liability
Except as set forth in this document, Fast Track Communications make no warranted, whether express, implied, or statutory regarding or relating to the service provided to the client under this agreement. Fast Track Communications disclaims all implied warranties of non-infringement, merchantability, and fitness for a particular purpose with respect to the services. In no event will Fast Track Communications be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or indirect, special, incidental or consequential damages of any kind in connection with or arising out of the services performed herein, whether alleged as a breach of contract or tortuous conduct, including negligence, or otherwise, even if Fast Track Communications has been advised of the possibility of such damages. The Customers sole remedy for the breach by Fast Track Communications of this agreement or any warranties made by Fast Track Communications hereunder is to require Fast Track Communications to re-perform the services so that they are completed in accordance with the specifications contained in the attached appendices.

Fast Track does not warrant that the Products, however configured, are immune from fraudulent or unauthorised intrusion connection, attack or use (including, without limitation, connection to voice, video or data networks or connections, or attacks or intrusion of, or by means of virus, worm, Trojan horse or other malicious or unauthorised code) and accordingly Fast Track will not be liable for any loss, damage, cost or expense directly or indirectly occasioned thereby.

1.4 General
Any notice required or permitted under the terms of the Agreement or required by law must be in writing and must be either delivered in person, sent by registered mail, or by courier. Notices will be considered to have been given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to a courier service.

No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by the Agreement may be brought by either party more than one year after the cause of action has accrued.

Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) if such delay or failure is cause, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties.

Any waiver of the provisions of the Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective.

If any term or provision in this Agreement is found to the invalid, unlawful or unenforceable to any extent, the parties shall endeavour in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

This Agreement (including the Appendices) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to the said subject matter.

This Agreement may not be amended, except in writing signed by both parties.

No terms, provisions or conditions of any purchase order, acknowledgement, or other business form that the client may use in connection with the acquisition of the services will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, the Agreement, regardless of any failure of Fast Track Communications to object to such terms, provisions or conditions.

The Agreement will be interpreted and construed in accordance with Australian law, with regard to conflict of law principles.

1.5 Payment Terms

The client will pay Fast Track Communications the total amount indicated for the selected Support Agreement. ***Payment for such services must be made in full prior to Fast Track Communications providing such services***. For services outside the scope contained in the respective Support Agreement, the client will pay Fast Track Communications for such services at their current labour rates and for any materials required. Such payment must be made within 14 days, unless otherwise agreed.

1.6 Termination

This Support Agreement may be terminated during the term of the Agreement by either party upon giving one months notice of the termination of the other in writing. If you initiate the termination and you seek a refund against the remaining service agreement period, a refund for the remaining period of the Agreement will be given based on a pro-rata basis. The refund will be the cost of the remaining period less two months handling fee.

1.7 Warranties

All equipment supplied is covered for a period of time usually 12 months under the equipment manufacturer's warranty. This covers replacement or repair of the equipment supplied by the manufacturer and installed by Fast Track Communications. Fast Track Communications is responsible under this agreement to identify equipment faults and arrange replacement of the faulty equipment from the manufacturer. Fast Track Communications does not directly warrant the equipment supplied.

1.8 Exclusions and Limitations

This Support Agreement or Manufacturers Warranty does not apply (a) to faulty and improper installation, maintenance, service, repair and/or alteration in any way that is not carried out by Fast Track Communications or its authorised contractors, (b) to cosmetic damages, (c) if the product is modified or tampered with, (d) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care, (e) if the product has had the model or serial number altered, defaced or removed, (f) to consumables (such as batteries) (g) to any non-Vendor specific hardware products or any third party software from an unauthorised distributor, (I) to damages by any other causes not related to defective design, workmanship and/or materials.

1.9 Rights, Responsibilities and Obligations

You agree to allow full access to buildings, communications rooms, and networks to allow Fast Track Communications to carry out any maintenance work required to fulfil its obligation under the terms of this Agreement.
Fast Track Communications agrees to use appropriately qualified, accredited, and insured employees to carry out work required under this agreement.
Fast Track Communications and you will comply with each other's reasonable requirements for security and health and safety when working at your premises. Where practical, these requirements will be communicated to each other in writing.
You agree that you enter into this Agreement entirely on the basis of your own enquires and that you do not rely on any statement, representation or promise by Fast Track Communications that is not expressly set out in this Agreement.
You agree to give and maintain remote access to your system for the support agreement as required.

1.10 General Responsibilities

Whenever we provide a Service to you, you agree to:

- Allow access to your premises.
- Provide escorts if necessary.
- Allow network access for logging onto the system.
- Comply with this Agreement.
- Follow our instructions about the use of the System.
- Ensure that information provided to FTC is correct, current and complete.
- Not interfere with the configuration of the System.

1.11 Code of Conduct

Fast Track Communications agrees to conduct all its activities under this Agreement in a manner consistent with acceptable workplace behaviour and ethical conduct. In particular:

- Behaves honestly and with integrity.
- Acts with care and diligence.
- Treats everyone with respect and courtesy.
- Complies with all applicable Australian laws.
- Maintains appropriate confidentiality about dealings with the client.
- Discloses, and take reasonable steps to avoid any conflict of interest (real or apparent).
- Does not provide false or misleading information in response to a request for information from the client.
- Does not make improper use of inside information, in order to gain, or seek to gain, a benefit or advantage.

- Behave in a way that upholds the good reputation of FTC.

1.12 Events beyond Reasonable Control

Fast Track Communications cannot be held liable for failing to meet our responsibilities under the Agreement because of events beyond our reasonable control, including but not limited to acts of or omissions of third-party network operators or managers, acts of war or terrorism, natural disasters, strikes and lockouts.