

Tekkie Help Terms of Service

At Tekkie Help Pte Ltd. we consistently deliver what we promise and leave our customers happy with our service. Our Terms of Service set out some important things you should be aware of when you purchase goods and services from Tekkie Help Pte Ltd.

Unless you have signed up to a support contract, these Terms of Service will apply where you purchase or use hardware, software and services from Tekkie Help Pte Ltd.

The term 'Tekkie Help', 'Tekkie Help.Biz', 'us' or 'we' refers to Tekkie Help Pte Ltd, whose registered office is 74a Telok Kurau Lorong G, Singapore 426265. Registered ACRA number 201221748D-PRE-01.

The term 'you', 'your' or 'client' refers to the user or purchaser of goods or services, or the user of our website. If you are a business user, these terms will apply to use or purchases by your affiliates, subsidiaries or other members of your group.

These conditions, together with any quote, shall form the agreement between Tekkie Help and you for provision of the applicable services, software or hardware stated in your quote.

These conditions shall prevail, unless stated specifically otherwise, over any inconsistent terms or conditions contained in your purchase order, quotation, confirmation of order, specification, invoice, or implied by law, trade custom, practice or course of dealing.

Payment terms for residential customers

Payment is by cash, banktransfer, credit card or cheque upon completion of the job. Unless otherwise agreed by the parties in the applicable quote, payment shall be made in full in advance for all non-stock hardware and equipment. All invoices are payable within 14 days of receipt. Interest at 2% per month will be charged on outstanding balances to cover late payment costs and a \$30 administration charge will be applied once the invoice is outstanding for 2 months.

Payment terms for business customers

Unless otherwise agreed by the parties in the applicable quote, payment shall be made in full in advance for all non-stock hardware and equipment.

All invoices are payable within 14 days of receipt. Interest at 2% per month will be charged on outstanding balances to cover late payment costs and a \$30 administration charge will be applied once the invoice is outstanding for 2 months.

Payment terms for Training Workshop attendees

Full payment is required in advance for all training workshops via bank transfer or credit card. Tekkie Help reserves the right to refuse entry to the workshop if payment has not been received. We have a strict 48-hour cancellation policy for all workshops. Anyone unable to attend:

Prior to 48 hours: will have the option of rescheduling or a full refund

24 – 48 hours before: Option to reschedule to another available workshop date or partial 50% refund.

Less than 24 hours before: No refund. Option for a one-time reschedule to another available workshop date.

Quotations

Quotations are valid for 14 days from the time of issue, unless agreed in writing with us. Please check your quotation for the exact period of validity.

Any change to the scope of the work, including a change to any stated assumptions or customer dependencies, may result in the quotation being made invalid. Should this occur an updated quotation will be issued to replace the previous version.

Quotations are also subject to product availability at the time of issue. Cost and timescales may be affected by stock levels held by us, or at the relevant third party supplier.

Cancellation of Scheduled Work

If you need to cancel an appointment, Tekkie Help request that at least 24 hours' notice be given. Cancellation at short notice may incur an administration charge based on our prevailing hourly rates for time incurred.

Liabilities

Work carried out by Tekkie Help

Tekkie Help accepts no liability in respect of any problem(s) we are unable to remedy due to any factors beyond our control. These include (but are not limited to) the specification, age, or condition of your hardware or software, failure to provide appropriate software licenses, discs, drivers, lack of vendor support (for example where you have not kept up the relevant support subscriptions), lack of access to third party services, or any issues with your telecommunications and internet connection, or failure to comply with any Tekkie Help minimum requirements notified to you from time to time.

Work carried out by 3rd Parties

Tekkie Help accepts no liability in respect of any problem(s) caused by non-Tekkie Help approved technicians working on your systems. Before any other parties are given access to your IT systems we request that you inform us, so that we can provide relevant guidance and information to them, or can monitor, coordinate and restrict their access. This is to avoid actions that may damage your system or cause disruption.

Any work required to fix and damage or errors caused by any third party which you engage shall be chargeable at our prevailing rates.

Hardware and Software and Support purchased through Tekkie Help

Third party hardware, software and support services can be purchased through Tekkie Help in our capacity as a reseller of such products or services.

Any such purchase shall also be subject to the applicable purchase, licence and / or support and warranty terms as the applicable third party may provide. Except as provided below in respect of the limited warranty, and any applicable support services you may purchase from Tekkie Help directly, Tekkie Help accepts no liability for the performance or operation of the hardware, software and / or services purchased through Tekkie Help from a third party.

Tekkie Help may, at its option, either repair, or replace any hardware or software which fails to perform, or re-perform the applicable services, or Tekkie Help may offer a refund if it is able to claim such refund from the applicable third party supplier. Such

repair or replacement (or refund if it is available to Tekkie Help) constitutes your sole and exclusive remedy for any failure of third party services, hardware or software. Tekkie Help recommends that you obtain appropriate software and hardware support from each applicable third party hardware or software provider. Hardware which is sold to you by Tekkie Help, is sold with a limited 1 month warranty from Tekkie Help unless stated otherwise. If the equipment goes faulty within this period, we will replace it free of charge. Should the equipment go faulty outside of this time, warranty will be direct with the specific manufacturer. We can assist in organising replacement of equipment for a charge.

Second-hand hardware is sold as seen with no warranty, unless otherwise stated. We thoroughly test all hardware before selling it to ensure it is working correctly. You may not re-sell, transfer or assign any third party services, or software licences unless the terms of the applicable third party vendor permit, or we agree with you in writing.

Services provided by Tekkie Help

If we have assisted with software and/ or network problems, we guarantee our services for 30 days. Should the same issue reoccur, we will come out and fix it free of charge (providing no changes have been made to any settings that we have previously configured).

Any faults that develop outside of the 30 days are not the responsibility of Tekkie Help. It is important that you fully test the hardware and software during the 30 days to ensure it is working as intended and raise any issues promptly. However, Tekkie Help will always endeavour to assist with any problems that arise from the goods and services that we provide to you.

Our hardware repairs have a 3 month warranty on the specific parts we have repaired/ replaced. If you notify us within the stated period, we will work to remedy your problem quickly and at no additional cost.

Notwithstanding the foregoing, Tekkie Help: (a) does not warrant that your use of the services, software or hardware will be uninterrupted or error-free; (b) is not responsible for errors or failure of your software and hardware or third party services which Tekkie Help has advised is inadequate and / or is likely to cause errors in or failure of the services, software or hardware provided by Tekkie Help, or which does not meet the any minimum requirements which Tekkie Help may notify you of; and, (c) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Where Tekkie Help is providing a resold service with a trusted partner, we are not responsible for any disruption to this service. We can assist in resolving issues and liaise with their support team. There will be a support charge incurred at our standard hourly rate for this assistance.

In the first instance, we recommend that you raise the issue with us first and we will advise whether the issue is best resolved by Tekkie Help or by the service provider's own support team. This time will be chargeable at our prevailing rates. You shall remain responsible for the use of the software, hardware or services under your control, including any use by third parties (whether fraudulent or invited by you).

Liability

This clause (Liability) sets out the entire financial liability of Tekkie Help (including any liability for the acts or omissions of its officers, employees, agents and subcontractors) to the Client in respect of: (a) any breach of the agreement between the parties; (b) any use made by you of the services, software, hardware or information provided by Tekkie Help; and (c) any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this agreement.

Except as expressly and specifically provided in this agreement:

- (a) you assume sole responsibility for results obtained from the receipt of the services or any deliverables, use of the software and hardware, and for conclusions drawn from such use.
- (b) Tekkie Help shall have no liability for any damage caused by any actions taken by Tekkie Help at your direction;
- (c) (except where the supply is to a person dealing as a consumer) all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement; and,
- (d) Tekkie Help shall not accept any liability for any claim in respect of the provision of the services, hardware, software whatsoever unless within 1 month of the provision of the services, hardware, software, or in the case of any defect not reasonably discoverable at the date of supply of the provision of the services, hardware, software within 1 month of the date of discovery of the defect by the Client, the Client gives to Tekkie Help notice in writing of the matter or thing in respect of which a claim is made.

Nothing in this agreement excludes or limits the liability of Tekkie Help for:

- (a) death or personal injury caused by Tekkie Help's negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot lawfully be excluded or limited.

Subject to the foregoing:

- (a) Tekkie Help shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, loss or corruption of data, depletion of goodwill or similar losses, increased costs, failure to achieve anticipated savings, or pure economic loss, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and
- (b) Tekkie Help's total aggregate liability in contract, tort (including negligence) or breach of statutory duty, misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the fees paid for the applicable services, hardware, software as set out in the relevant quotation.
- (c) Tekkie Help accepts liability to you for damage to your tangible property, including third parties using your facilities or services, resulting from the negligence of Tekkie Help up to a sum of \$1 million for any one incident or series of incidents arising from a common cause.

Customer Data and Privacy

The Customer shall own all right, title and interest in all data which you provide to Tekkie Help, or which Tekkie Help accesses on your systems ("Customer Data"), and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

Tekkie Help recognises your right to privacy. Tekkie Help shall, in providing the services, hardware or software, comply with its Privacy Policy relating to the privacy

and security of your data as such document may be amended from time to time by Tekkie Help in its sole discretion.

Each party warrants that it shall comply with the Data Protection Act when performing or receiving the services, hardware or software.

You shall be the data controller, and the parties hereby acknowledge that Tekkie Help will be acting as data processor in respect of all data processing activities in relation to your personal data that Tekkie Help carries out under this agreement.

Tekkie Help undertakes to you that:

(a) it shall process your personal data only in accordance with your written instructions and to the extent, and in such a manner, as is reasonably necessary to supply the services in accordance with these conditions or as is required by any applicable law;

(b) in respect of your personal data, which is in the possession or under the control of Tekkie Help, it shall implement technical and organisational measures to protect this personal data against unauthorised or unlawful processing and accidental loss, destruction, alteration or disclosure [as set out in the Tekkie Help Privacy Policy (as such document may be amended by Tekkie Help in its sole discretion from time to time);

(c) it shall not (and shall ensure that its personnel do not) publish, disclose or divulge any of your personal data to any third party, nor allow any third party to process Client's personal data on Tekkie Help's behalf without your prior written consent;

Hardware left with Tekkie Help

Hardware left in the control of Tekkie Help representatives is insured against fire, theft and damage. We are not liable for any further faults (including unreported faults) that arise during the period that the hardware is in our control. Due to the nature of the work, there is always some risk when working on upgrading/repairing PC hardware (testing and upgrading can stress components). We work following best practices to avoid placing any unnecessary risk to your hardware. By leaving the hardware with us you are confirming that you are happy to accept this liability. Once work is completed we will arrange delivery or request that you arrange collection at the earliest possible juncture. Failure to collect your hardware or to respond to communications may result in your hardware becoming forfeit and being disposed of. We will always wait at least 28 days before taking this course of action.

Returns and Complaints Policy

In the event of any dissatisfaction with the service provided by Tekkie Help please contact us immediately to discuss the issues encountered. Within the scope of the originally agreed work Tekkie Help will always endeavour to come to a mutually satisfactory outcome in the event of any dissatisfaction with any service or goods provided; customer service is our number one consideration.

For issues unrelated to our work completed, or outside the scope of the agreed work, Tekkie Help are not responsible. Any additional work outside the original scope of agreed work will be chargeable at our prevailing rates.

Intellectual Property

You warrant that you have the authority (including valid licences, consents, permissions and rights to use) to grant any rights to Tekkie Help under these conditions, including the right to provide access to and / or use of any your software, hardware, and materials by Tekkie Help to be used for the provision of the services,

Nothing in these conditions affects either party's rights in pre-existing Intellectual Property Rights (including pre-existing Intellectual Property Rights of either party contained in or relating to Confidential Information) (Pre-Existing IPR).

You shall own and retain all rights, title and interest in and to the Customer Data. Tekkie Help shall have no rights to access, use or modify that Customer Data except as necessary to perform the services, or as agreed in advance in writing with you.