COAST IT

General Terms and Conditions

The terms that sit behind every quote, order and managed plan we issue.

DOCUMENT DETAILS

Effective from	**1 September 2026**
Published at	**coastit.au/terms**

Coast IT
ABN 19 775 836 767
PO Box 3209, Nerang QLD 4211
1300 025 110 · admin@coastit.au · coastit.au

How to read this document

These Conditions govern everything we supply: quotes, orders, managed service plans, project work, hardware and software. They sit behind every Quote and Plan we issue, and by placing an Order you accept them.

They are written to be read. Where a clause limits what you can expect from us, it says so plainly rather than burying it. Where the law gives you rights we cannot exclude, those rights stand regardless of anything in this document, and clause 23 says so up front rather than in a footnote.

The three documents that make up your agreement

- These Conditions, which set the ground rules and apply to every client.
- Your Quote and your Plan Schedule, which set out the things specific to you: what is in scope, what it costs, your committed term, your response times, and how often we sit down for a Technology Business Review.
- Our published policies, being the Privacy Policy at coastit.au/privacy-policy and the Recommended Technology Platform at coastit.au/rtp.

> If those documents ever disagree with each other, your Quote and Plan Schedule win first, then these Conditions, then the published policies. Clause 2 says the same thing in more formal language.

Contents

Part A · General

1 Definitions and interpretation
2 Application of these Conditions
3 Term and renewal
4 Termination
5 Notices
6 Resolving a disagreement
7 Governing law
8 Assignment
9 Representations
10 Changes to these Conditions

Part B · Goods and Services

11 Quotes
12 Orders
13 Pricing, rates and GST
14 Services and Plans
15 Subcontracting
16 Delivery, title and risk
17 Returns and claims
18 What we can and cannot promise
19 Security, backups and what protection can and cannot do
20 Force majeure
21 Product specifications
22 Manufacturer warranties
23 Australian Consumer Law and liability
24 Errors and omissions

Part C · Our responsibilities

25 Privacy and personal information
26 Confidentiality, your data and leaving us
27 Our website
28 Insurance

Part D · Your responsibilities

29 Lodging Service Requests
30 Access to systems, sites and people
31 Information you give us
32 Lawful and acceptable use
33 Third party authorisations
34 Equipment and software standards
35 Recommendations you decline
36 Payment, late payment and default
37 Non-solicitation of personnel
38 Software licensing
39 Intellectual property

Part E · General provisions

40 Entire agreement
41 Waiver and severance
42 No partnership or agency
43 Survival
44 Electronic acceptance and counterparts
45 Time limit on claims

Appendices

A Service requests, hours and after hours
B What a managed Plan includes

PART A

General

1. Definitions and interpretation

In these Conditions, and in every Quote, Order, Plan, contract or other arrangement connected with the supply of Goods or Services by us, the following words have the following meanings.

After Hours Outside Business Hours. That is, before 9:00 and after 17:00 Monday to Friday, and all day Saturday, Sunday and Public Holidays.

Business Day A day that is not a Saturday, Sunday or Public Holiday.

Business Hours 9:00 to 17:00 Monday to Friday, excluding Public Holidays.

Client, You or Your A person or entity that seeks or obtains a Quote for, or orders, Goods or Services from us. It includes the person named on the Order, the person who places it, and any person on whose behalf it is placed, together with their successors and assigns.

Conditions These terms and conditions.

Confidential Information Information disclosed by one party to the other, or accessed by one party in delivering or receiving the Services, that is by its nature confidential or is identified as confidential. It includes your data, your network and security configuration, our pricing, our documentation and our methodologies. It does not include information that is public through no fault of the receiving party, that the receiving party already held without an obligation of confidence, or that it develops independently.

Critical Alert An automated alert, or a report from you, that a monitored system is down, a network is down, or a Security Incident is in progress.

Goods Any goods supplied or sourced by us, including computer hardware and Software, and anything supplied in connection with them.

GST Has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Order Any order you place with us for Goods or Services, in any form.

Personal Information Has the meaning given to it in the Privacy Act 1988 (Cth).

Plan A managed services arrangement between us for ongoing Services, as set out in your Plan Schedule.

Plan Schedule The document setting out the terms specific to your Plan: what is in scope, the fees, the committed term, response times, and the frequency of your Technology Business Reviews.

Public Holiday A day gazetted as a public holiday in Queensland.

Quote A quote we provide to you.

Rates The hourly rates and other charges for Services set out in the Rate Schedule, your Plan, your Plan Schedule or a Quote.

Rate Schedule Our schedule of rates and charges, as varied from time to time under clause 13.

RTP The Recommended Technology Platform published at coastit.au/rtp, which sets out the equipment and software standards your environment is supported against.

Security Incident Unauthorised access to, or unauthorised use, disclosure, modification or loss of, a system or data, including malware, ransomware, business email compromise, credential compromise and denial of service.

Service Request A request from you for support, a change, an addition or technical assistance, lodged through one of the channels in Appendix A.

Services Any services we provide, including Work, advice and recommendations.

Software Software and any installation, update, associated software or service provided in connection with it.

Technology Business Review The scheduled planning meeting described in Appendix B, at the frequency set out in your Plan Schedule.

Us, We, Our Coast IT ABN 19 775 836 767, and our successors and assigns.

Work Anything we do, provide, produce or acquire in connection with the Services, including testing, troubleshooting, installation, configuration, consulting, scoping, planning, documenting and quoting.

In these Conditions, unless the contrary intention appears: the singular includes the plural and the reverse; a reference to a statute includes any amendment or replacement of it; headings are for convenience only and do not affect interpretation; all dollar amounts are in Australian dollars; a reference to a time is Australian Eastern Standard Time; "includes" means includes without limitation; a reference to a person includes a corporation, partnership, trust, association or government body; and no rule of construction applies to the disadvantage of a party because that party drafted a provision.

2. Application of these Conditions

2.1 Unless we agree otherwise in writing, these Conditions apply to every Quote, Order, Plan, contract and other arrangement for the supply of Goods or Services by us to you.

2.2 If there is any inconsistency, the order of priority is: your Plan Schedule or Quote first, then these Conditions, then the RTP and any other policy published on our website. Each prevails over those below it only to the extent of the inconsistency.

2.3 Any terms you put forward, including terms printed on a purchase order or referred to in your own procurement documents, do not apply and are not accepted by us unless we agree to them in writing and sign that agreement.

2.4 If any provision of these Conditions is invalid or unenforceable, it is read down to the minimum extent necessary or, if that is not possible, severed. The remaining provisions continue in force.

3. Term and renewal

3.1 The minimum term of your Plan is set out in your Quote or Plan Schedule. It begins on the first day of the month following the date you sign or approve the Quote.

3.2 At the end of the committed term your Plan renews automatically for another 12 months, and again every 12 months after that, until either of us ends it under clause 4.1. You do not need to sign anything new to renew.

4. Termination

4.1 Either of us may terminate this agreement on 60 days written notice to the other, for any reason. Neither of us has to give a reason and neither of us has to be at fault.

4.2 Either of us may terminate this agreement immediately by written notice if the other: fails to fulfil a material obligation and does not remedy it within 30 days of written notice; breaches a material term and does not remedy it within 30 days of written notice; or becomes insolvent, enters administration or ceases to trade.

4.3 When this agreement ends under clause 4.1, you agree to pay your Plan fees up to the end of the notice period, any third party costs we have committed to on your behalf that cannot be cancelled or refunded (such as annual licence and subscription commitments, hardware ordered for you and vendor contracts), and any outstanding invoices. There is no other early exit fee.

4.4 We will confirm in writing when we receive your notice, along with a breakdown of any amounts payable under clause 4.3.

4.5 On termination for any reason we will help you move to another provider in an orderly way. Clause 26 sets out what we hand over, when, and what it costs.

> We have deliberately not written a clause that lets us walk away from a client mid-incident. If we terminate under clause 4.1, we will keep delivering the Services through the notice period, including any Security Incident that is open when notice is given.

5. Notices

5.1 A notice under these Conditions must be in writing and sent by email to the last notified email address of the other party. A notice sent by email is taken to be received on the next Business Day after it is sent, unless the sender receives a delivery failure.

5.2 Notices to us go to admin@coastit.au or the postal address on the front of this document. Service Requests are not notices and must be lodged under Appendix A.

5.3 Each party must keep the other informed of a current email address for notices.

6. Resolving a disagreement

6.1 If something goes wrong between us, tell us in writing and describe the problem. We will respond within 5 Business Days and, if it is not resolved in that response, one of us will propose a time within the following 10 Business Days for the decision makers on both sides to talk it through.

6.2 Neither party may start court proceedings about a dispute until it has followed clause 6.1, except to seek urgent interlocutory relief, to recover an undisputed debt, or where the delay would cause real prejudice.

6.3 Both parties must keep performing their obligations while a dispute is being worked through, other than an obligation that is genuinely the subject of the dispute.

7. Governing law

7.1 These Conditions are governed by the laws of Queensland, and both parties submit to the non-exclusive jurisdiction of the courts of Queensland.

8. Assignment

8.1 You may not assign your rights and obligations under this agreement without our prior written consent, which we will not unreasonably withhold.

8.2 We may assign our rights and obligations to a purchaser of our business, or to a related entity, on written notice to you. If we do, the assignee is bound by these Conditions and by your Plan Schedule on the same terms.

9. Representations

9.1 No representation, warranty or promise about the supply of Goods or Services binds us unless it is contained in these Conditions, your Quote or your Plan Schedule, or confirmed by us in writing.

10. Changes to these Conditions

10.1 We may vary these Conditions from time to time. We will publish the varied Conditions on our website and give you at least 30 days written notice before they take effect.

10.2 If a variation materially and adversely affects you and you do not accept it, you may terminate this agreement without penalty by giving us written notice before the variation takes effect.

10.3 A variation does not apply to an Order we have already accepted, or to fixed pricing stated in your Plan Schedule for a stated period, for the balance of that period.

PART B

Goods and Services

11. Quotes

11.1 A Quote is valid for 7 days unless it says otherwise, and is an invitation for you to place an Order rather than a binding contract.

11.2 Once you accept a Quote and we confirm it, the prices in it are the agreed prices for that Order, subject to clauses 11.4 and 11.5.

11.3 If you ask for changes after a Quote is issued, the price may change. We will tell you before proceeding.

11.4 Prices for Goods we do not hold in stock are subject to supplier price and availability movements, and can only be confirmed when the Quote is converted to an Order. If a price moves beyond our control after you accept a Quote, we will tell you and you may withdraw the Order without charge.

11.5 If a Good in a Quote is discontinued we will propose a substitute of equal or better specification for your approval. You will not pay more than the Quoted price for a substitute we propose.

11.6 We aim to action a request for a Quote within one Business Day. Tell us if it is urgent.

11.7 Delivery estimates come from our suppliers and are estimates, not promises.

11.8 Freight is added to the Order unless the Quote says otherwise.

11.9 We do not hold stock. We order Goods once we receive your completed Order, so a cancellation or return may attract a restocking fee from the distributor, which we will tell you about before you commit.

11.10 Unless a Quote says otherwise, Goods carry the manufacturer's warranty for parts and labour on a return to base basis.

11.11 We may withdraw or vary a Quote before you accept it. Once you have accepted it and we have confirmed it, we may not.

12. Orders

12.1 You may place an Order by returning a completed order form, or by approving a Quote by email or through our web based system.

12.2 Where an Order is sent by email or approved online, it is treated as signed by the person who sent or submitted it, and that person warrants they are authorised to place it on your behalf.

12.3 An Order has no effect unless and until it is accepted by us in writing.

12.4 For Goods, we are not obliged to place a supplier order or deliver until we have received payment in cleared funds, unless we have agreed credit terms with you in writing.

12.5 You may not cancel an Order once we have placed it with our supplier, because we usually cannot. Where a supplier does allow a cancellation or return, clause 11.9 applies.

12.6 With your consent, we may run a credit check when considering whether to extend credit or payment terms to you.

13. Pricing, rates and GST

13.1 All Rates and amounts are exclusive of GST and other government charges unless stated otherwise. You must pay any GST payable on a taxable supply we make to you, in addition to the amount stated, at the same time as that amount and against a valid tax invoice.

13.2 You must pay for Goods and Services at the Rates set out in your Plan, your Plan Schedule, your Quote or the Rate Schedule as applicable.

13.3 We may vary the Rate Schedule on 30 days written notice to you. If a variation materially and adversely affects you and you do not accept it, clause 10.2 applies. Fixed pricing stated in your Plan Schedule for a stated period is not affected during that period.

13.4 Your Plan fees increase on each anniversary of the start of your Plan by the percentage set out in your Plan Schedule. We will not otherwise increase your Plan fees during a term.

13.5 Where a third party materially increases the cost of a licence or subscription that we resell to you at cost, we may pass that increase through on 30 days written notice, with evidence of the increase, and clause 10.2 applies if you do not accept it. We will not use this clause to increase our own margin.

13.6 Call out fees may apply in addition to the Rates depending on where Services are provided. Any call out fee is stated in the Rate Schedule.

13.7 Where we arrange a return or refund on your behalf, or you cancel an Order we have accepted, we may charge a return or cancellation fee to cover our reasonable administration costs, and deduct it from any refund.

13.8 You must reimburse out of pocket expenses we incur in providing Services to you, including travel, accommodation, tolls and parking. We will obtain your written approval before incurring any expense over $200.

13.9 Where a charge is calculated in increments of time, we charge for the whole increment. Minimum times and increments are in the Rate Schedule.

13.10 Pre paid blocks of Services are paid in advance at the applicable Rate less any agreed discount. Unused hours do not expire for 12 months from purchase, after which they lapse. We will tell you when a block is running low and again 30 days before it lapses.

14. Services and Plans

14.1 The Services and Plans we offer are described in the Rate Schedule, your Plan Schedule and Appendix B.

14.2 We may add to, withdraw or change the Services we offer on 30 days written notice. Where a change materially and adversely affects the Services you receive and you do not accept it, clause 10.2 applies.

14.3 We will give you a copy of the current Rate Schedule on request. Your Plan Schedule is issued to you when your Plan starts and whenever it changes.

14.4 Response times are set out in your Plan Schedule. They vary by Plan and by the priority of the Service Request, because a system that is down and a password reset are not the same job.

14.5 A response time is the time in which we will begin work on a Service Request and be in contact with you about it. It is not a commitment to resolve the request in that time, because resolution time depends on the fault.

15. Subcontracting

15.1 We may subcontract any part of the Services, and we remain responsible to you for them as if we had performed them ourselves.

15.2 Support is delivered from Australia. We will not move your day to day help desk offshore without telling you first and giving you the right to terminate without penalty under clause 10.2.

15.3 Some of the platforms we use to deliver the Services are operated by overseas providers. The Privacy Policy names them and says where the data sits.

15.4 We impose confidentiality and security obligations on our subcontractors that are no less protective than those in these Conditions.

16. Delivery, title and risk

16.1 We will use reasonable endeavours to despatch Goods by the due date, but we are not liable for delays caused by matters beyond our reasonable control, such as supplier or courier failures.

16.2 You must be available to accept delivery at your nominated address during Business Hours unless otherwise arranged.

16.3 Risk in Goods passes to you on delivery to your nominated address. You should insure them from that point.

16.4 Title to Goods remains with us until we receive payment in cleared funds for them. Until then you must keep them identifiable and must not sell or encumber them.

16.5 If you have not paid for Goods and we are entitled to recover them, we may enter premises where they are located to do so, on reasonable notice and during Business Hours, unless a court orders otherwise.

16.6 This clause creates a security interest under the Personal Property Securities Act 2009 (Cth) and we may register it. You must do what we reasonably ask to help us register and maintain that interest, and you waive your right under section 157 of that Act to receive notice of a verification statement.

17. Returns and claims

17.1 Goods are supplied subject to the returns and claims policies of the manufacturer or supplier, in addition to your rights under clause 23.

17.2 Goods that are customised, specially ordered, obtained from overseas or otherwise not returnable by us to the supplier may not be returned, unless clause 23 gives you a right to do so.

17.3 Inspect Goods on delivery and tell us within 7 days if something is wrong. This does not limit your rights under the Australian Consumer Law, which are not time limited in that way.

17.4 Where you are entitled to return Goods under this clause, return them in their original condition and packaging, unless the fault only became apparent on opening.

18. What we can and cannot promise

> This clause is not an attempt to avoid responsibility for our work. It describes the parts of information technology that nobody can guarantee, so that expectations on both sides are the same.

18.1 Diagnosing a fault often involves trial and elimination. A test or a recommendation may turn out to be wrong, and the next one may be right. We will apply reasonable skill and care throughout, which is a standard the law holds us to and which we are not attempting to contract out of.

18.2 Where we recommend Goods or Services supplied by a third party, we recommend them in good faith based on what you have told us about your purpose. We do not control the third party, its support, its roadmap or how its product behaves in your environment.

18.3 Under a Plan, we provide the Services described in your Plan Schedule. Work outside that scope is quoted or charged at the Rates. Where we think a request is out of scope, we will tell you before doing the work rather than after.

18.4 Where we quote to achieve a specific outcome and cannot achieve it despite applying reasonable skill and care, you must still pay for the Services performed. Where we have not applied reasonable skill and care, clause 23 applies.

18.5 We do not warrant that any system, network or connection will be uninterrupted or error free, or that any equipment or Software will be free from defects introduced by its manufacturer or vendor.

19. Security, backups and what protection can and cannot do

> Security is the part of our work where the honest answer matters most. No provider, product or budget can make an organisation immune to attack. What good security does is reduce how often something gets through, reduce how far it gets, and shorten how long it takes to find and fix. This clause says that plainly so it is never a surprise later.

19.1 We will deliver the security Services in your Plan Schedule with reasonable skill and care, and to a standard consistent with current good practice for a provider of our size and type.

19.2 We do not warrant, and cannot warrant, that your systems will not suffer a Security Incident. Security controls reduce risk. They do not remove it.

19.3 Where a Security Incident occurs, our obligations are to act with reasonable skill and care in detecting, containing and investigating it in accordance with your Plan Schedule, and to keep you informed. Incident response work beyond the monitoring, alerting and containment included in your Plan is chargeable at the Rates, and we will tell you when that line is crossed.

19.4 Backups included in your Plan are monitored and tested at the frequency stated in your Plan Schedule. Where we do not provide a backup service for a system, you are responsible for backing it up. We will tell you if we become aware of a system in your environment that we believe is not being backed up.

19.5 The effectiveness of security controls depends on things outside our control, including the behaviour of your people, the security of third party platforms, undisclosed vulnerabilities in vendor products, and recommendations you choose not to act on. Clause 35 deals with declined recommendations.

19.6 Nothing in this clause limits your rights under clause 23, or our liability where we have failed to apply reasonable skill and care.

20. Force majeure

20.1 Neither party is liable for failing to perform an obligation to the extent that failure is caused by something beyond its reasonable control, including natural disaster, fire, flood, pandemic, war, industrial action, failures of telecommunications or power, or the failure of a third party supplier. A party's inability to pay is not a force majeure event.

20.2 A party relying on this clause must tell the other as soon as reasonably practicable and take reasonable steps to reduce the effect.

20.3 If a force majeure event continues for more than 30 days, either party may terminate the affected Order or Services by written notice, and we will refund amounts paid for Services not yet provided.

21. Product specifications

21.1 We may supply Goods with minor variations in dimension or specification where the manufacturer has changed them after the Order date.

21.2 If we cannot supply the Goods ordered, we may supply alternatives of equal or better quality, and you will not pay more than the Quoted price.

22. Manufacturer warranties

22.1 Goods carry the warranty given by their manufacturer. Those warranties are in addition to, and do not limit, your rights under clause 23.

22.2 We will help you make a manufacturer warranty claim. Where the claim is one the manufacturer must honour, we are not responsible for the manufacturer's performance of it.

23. Australian Consumer Law and liability

> This clause is the most important one in the document, so it is written plainly and it leads with what you keep rather than what you lose.

23.1 Our Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Conditions excludes, restricts or modifies those guarantees, or

any other right you have that cannot lawfully be excluded. If anything in this document appears to do so, it does not apply to that extent.

23.2 Where a guarantee applies and we fail to comply with it, and the failure is not a major failure, our liability is limited, at our election, to resupplying the Services, paying the cost of having them resupplied, repairing or replacing the Goods, or paying the cost of repair or replacement. Where the failure is a major failure, you have the rights the Australian Consumer Law gives you, including the right to a refund or replacement and to compensation for reasonably foreseeable loss.

23.3 Subject to clauses 23.1 and 23.2, and to the extent the law allows, our total liability to you in connection with the Goods, the Services or these Conditions in any 12 month period is limited to the total amount you paid us in that period.

23.4 Subject to clauses 23.1 and 23.2, and to the extent the law allows, neither party is liable to the other for indirect or consequential loss, including loss of profit, revenue, goodwill or anticipated savings. This limit applies to both of us rather than only to you.

23.5 You are responsible for maintaining your own backups of your programs and data where we do not provide a backup service to you. Where we do provide a backup service, we are responsible for providing it with reasonable skill and care, and clauses 23.1 to 23.4 apply to any failure of it.

23.6 Our liability is reduced to the extent that a loss is caused or contributed to by you, by your failure to follow a recommendation we gave you in writing, or by a third party we did not select or control.

23.7 Nothing in this clause limits either party's liability for death or personal injury caused by negligence, for fraud, or for a wilful breach of this agreement.

24. Errors and omissions

24.1 If a price or description we have published or quoted contains a genuine error, we may correct it and, if you do not accept the corrected terms, cancel the affected Order by written notice and refund what you have paid for it. We may not use this clause to escape a price simply because it has become less attractive to us.

PART C

Our responsibilities

25. Privacy and personal information

25.1 We handle Personal Information in line with the Australian Privacy Principles in the Privacy Act 1988 (Cth). Our Privacy Policy at coastit.au/privacy-policy sets out what we collect, why, who else receives it, where it is held and how to access or correct it. It forms part of these Conditions and prevails over this clause if the two differ.

25.2 Delivering the Services means we can reach Personal Information inside your systems, including information about your staff, your customers and, in a school, students and their families. We treat that information as yours. We use it only to deliver and support the Services, we do not use it for our own purposes, we do not sell it, we do not use it to train any machine learning model, and we do not disclose it except on your instruction or where the law requires it.

25.3 Where we handle Personal Information on your behalf, you remain the entity responsible for it under the Privacy Act and we act on your reasonable instructions in relation to it.

25.4 If we become aware of unauthorised access to, or disclosure or loss of, Personal Information held in your systems or ours, we will tell you without undue delay and in any case within 3 Business Days, and we will help you assess it and meet your obligations under the Notifiable Data Breaches scheme. Where the breach is in our own systems, we will make any notification the scheme requires of us.

25.5 Where you are a school or you handle information about children, we will comply with any additional lawful direction you give us about that information, and with any screening requirement that applies to people working on your account.

26. Confidentiality, your data and leaving us

26.1 Each party must keep the other's Confidential Information confidential, use it only for the purposes of this agreement, disclose it only to personnel and subcontractors who need it and who are under an equivalent obligation, and take reasonable steps to protect it. This survives termination.

26.2 A party may disclose Confidential Information where the law or a regulator requires it, and where practicable and lawful it will tell the other party first.

26.3 Your data is yours. Documentation we produce about your environment, your asset register, your network diagrams and your configuration records belong to you.

26.4 On termination for any reason, and on request at any time, we will give you your data, your documentation, your asset register and your credentials in a usable format. We will do this within 10 Business Days of your request, provided your account is not in arrears.

26.5 The handover in clause 26.4 is included at no charge. Additional transition work you ask us to do, such as attending calls with an incoming provider or rebuilding systems, is charged at the Rates and quoted before it starts.

26.6 We will not hold your data, your credentials or your documentation hostage over a commercial dispute. If you owe us money we will pursue that on its merits.

26.7 We will keep a copy of your data and documentation for 90 days after termination so that a late request can still be met, then securely destroy or de-identify it, other than records we are required by law to keep or that we need to retain for the purposes of a claim. We will confirm in writing when we have done so if you ask.

> Clause 26.6 exists because the single most common complaint about our industry is a provider who will not let go. It costs us nothing to say plainly that we are not one of them.

27. Our website

27.1 We make no representation that our website will be continuously available or free from delay, interruption or error, and we are not responsible for the content of third party sites we link to.

27.2 Information published on our website is general in nature. Your Quote and Plan Schedule are what govern what you receive.

28. Insurance

28.1 We maintain public and products liability insurance with a general aggregate of $10,000,000, and professional indemnity insurance appropriate to the Services. We also maintain cyber liability insurance.

28.2 We will provide certificates of currency on request, within 30 days of the start of this agreement, at each renewal, and at other reasonable times.

PART D

Your responsibilities

29. Lodging Service Requests

29.1 To let us deliver the Services, you agree to lodge Service Requests through one of the channels in Appendix A.

29.2 Requests made directly to an individual technician, rather than through those channels, are not tracked and may not be actioned. This is not bureaucracy: an untracked request has no record, no priority and no response time attached to it.

29.3 You will nominate at least one person who is authorised to approve chargeable work and changes on your behalf, and tell us when that changes.

30. Access to systems, sites and people

30.1 You agree to give us the access we reasonably need to deliver the Services, including to equipment, systems, sites and staff. Where you do not, and that prevents or delays us, we are not responsible for the resulting delay or failure.

30.2 You agree to let us install monitoring, patching and security software on your equipment. That software reports system status to us, and allows us to access systems to support them. Some maintenance requires devices to be left on overnight or at weekends, and we will tell you when it does.

30.3 We will access your systems only to deliver the Services, to investigate a fault or a Security Incident, or where you ask us to. Our access is logged.

30.4 Where we attend your site, you will provide a workplace that is safe and complies with work health and safety law, and tell us about any hazard or site rule we need to know about.

31. Information you give us

31.1 You warrant that the information you give us about your environment, your licensing, your suppliers and your requirements is accurate and complete so far as you are aware, and you will tell us promptly if it changes.

31.2 We are entitled to rely on that information. Where advice or Work turns out to be unsuitable because the information we were given was wrong or incomplete, the Work we performed is still chargeable.

32. Lawful and acceptable use

32.1 You must not use the Goods or Services to break the law, to infringe another person's rights, to send unsolicited commercial messages in breach of the Spam Act 2003 (Cth), or to store or distribute unlawful material.

32.2 You are responsible for the conduct of your personnel and anybody else you allow to use the Goods or Services.

32.3 You indemnify us against loss we suffer from a third party claim caused by your breach of clause 32.1, except to the extent we caused or contributed to it. This indemnity does not apply to loss caused by our own breach, negligence or wilful misconduct.

32.4 If we reasonably believe your use is unlawful or is putting other clients or our platforms at risk, we may suspend the affected Service, and we will tell you why and work with you to restore it as soon as it is safe to.

33. Third party authorisations

33.1 We may need to deal with your other suppliers on your behalf, such as your internet provider or a software vendor. It is your responsibility to authorise us with them so we can.

34. Equipment and software standards

34.1 The Services are provided against the standards in the RTP. Equipment and software described there as approved or supported carry the response times in your Plan Schedule.

34.2 Equipment or software that is past the vendor's end of support date, or otherwise outside the RTP, is described there as unsupported. We will still work on it, at the Rates, but no response time in your Plan Schedule attaches to it, and we cannot be responsible for a fault or vulnerability that exists because the vendor no longer supports it.

34.3 We will tell you in advance when equipment or software in your environment is approaching end of life, and it is a standing item at your Technology Business Review, so that a replacement is a decision you plan for rather than an emergency you fund.

35. Recommendations you decline

> Sometimes we will recommend something and you will decide not to do it. That is your call to make, and it does not damage the relationship. This clause simply records that where the risk we flagged is the risk that eventuates, it does not land on us.

35.1 Where we recommend in writing that you take a step to protect your environment, and you decide not to take it, we will record that decision and the reason for it in your documentation and raise it again at your next Technology Business Review.

35.2 To the extent the law allows, we are not liable for loss that is caused by, or would have been prevented by, a written recommendation you declined or deferred.

35.3 Nothing in this clause allows us to avoid responsibility for a recommendation that was itself wrong, or for Work we did not perform with reasonable skill and care.

36. Payment, late payment and default

36.1 Invoices are payable within the terms stated on the invoice.

36.2 Plan fees are payable monthly by direct debit on the first of each month, covering that month, unless we agree otherwise in writing.

36.3 If an invoice is more than 14 days overdue we may suspend the Services on 7 days written notice. We will not suspend Services where you have told us in writing that you dispute the invoice in good faith and you have paid the undisputed part.

36.4 Suspension does not stop monitoring, alerting or backups that are already running, and it does not stop us responding to a Critical Alert. We will not leave an environment unmonitored over an unpaid invoice.

36.5 We may charge interest on overdue amounts at the Reserve Bank cash rate plus 4 percent per annum, calculated daily from the due date.

36.6 You are responsible for reasonable costs we incur recovering an overdue amount, including dishonour fees and reasonable legal costs on a standard basis.

36.7 Payments are applied first to recovery costs, then to interest, then to the oldest outstanding invoice.

36.8 You must pay amounts due in full without set off or deduction, other than an amount you are disputing in good faith under clause 6.

37. Non-solicitation of personnel

37.1 During this agreement and for 12 months afterwards, you agree not to solicit for employment any of our personnel who have worked on your account, without our written consent. This does not prevent you from employing somebody who responds to a general advertisement not directed at them, or who approaches you on their own initiative.

37.2 If you employ one of our personnel in breach of clause 37.1, you agree to pay us a recruitment fee equal to 20 percent of that person's annual salary in their role with us, as a genuine pre-estimate of the cost of recruiting and training a replacement.

38. Software licensing

38.1 You are responsible for holding valid licences for the Software you use, including Software we install for you, and for keeping records of them.

38.2 You are responsible for any claim arising from Software you have asked us to install that you are not licensed to use. We will tell you if we believe an installation would breach a licence.

38.3 We are not responsible for defects in third party Software, but we will help you pursue the vendor.

38.4 Software we resell to you is subject to the vendor's own licence terms, which you accept when you use it. We will make those terms available to you on request.

39. Intellectual property

39.1 Each party keeps the intellectual property it owned before this agreement.

39.2 Documentation, records and configuration we produce about your environment belong to you, as set out in clause 26.3.

39.3 Our tools, templates, scripts, processes and methodologies remain ours. Where we use them to deliver the Services to you, you have a non-exclusive, non-transferable licence to use the output for your own business purposes, which continues after termination.

39.4 Where we build custom software for you as a separately quoted project, ownership is dealt with in that quote.

PART E

General provisions

40. Entire agreement

40.1 These Conditions, together with your Quote, your Plan Schedule and the policies referred to in clause 2.2, are the entire agreement between us about their subject matter, and replace anything said or written beforehand. This does not limit either party's liability for a false statement made fraudulently, or your rights under the Australian Consumer Law.

41. Waiver and severance

41.1 A right under these Conditions is only waived in writing signed by the party giving the waiver. Not exercising a right, or delaying in exercising it, is not a waiver of that right or any other.

41.2 A single or partial exercise of a right does not prevent a further exercise of it.

42. No partnership or agency

42.1 Nothing in these Conditions creates a partnership, joint venture, employment relationship or agency between us. Neither party may bind the other.

43. Survival

43.1 Clauses that by their nature are intended to continue after this agreement ends do so, including clauses 7, 13, 16.4 to 16.6, 23, 25, 26, 32.3, 36, 37, 39 and 45.

44. Electronic acceptance and counterparts

44.1 These Conditions and any Quote, Plan Schedule or Order may be accepted electronically, including by email approval or by clicking to accept in our systems, and that acceptance has the same effect as a signature.

44.2 A document may be signed in counterparts, and a scanned or electronic copy of a signature is as effective as an original.

45. Time limit on claims

45.1 To the extent the law allows, neither party may bring a claim under or in connection with these Conditions more than 12 months after it became aware, or ought reasonably to have become aware, of the facts giving rise to the claim. This clause does not apply to a claim under the Australian Consumer Law or to a claim for an unpaid amount.

APPENDIX A

Service requests, hours and after hours

How to lodge a Service Request

Use one of these three channels. A request lodged another way is not tracked and no response time attaches to it.

- Support portal: support.coastit.au
- Email: support@coastit.au
- Phone: 1300 025 110

Include a short description of the problem, any error message, and whether it affects one person or everybody. If you lodge by phone or email, include your name, your company and how to reach you.

Business Hours

9:00 to 17:00 Monday to Friday, excluding Queensland public holidays. Response times during Business Hours are set out in your Plan Schedule and vary by the priority of the request.

After Hours

After Hours means before 9:00 and after 17:00 Monday to Friday, and all day Saturday, Sunday and public holidays.

What happens After Hours

Two different things happen, and the difference matters more than any promise about availability.

> A Critical Alert. A monitored system down, a network down, or a Security Incident in progress. Monitoring and alerting run continuously, and a Critical Alert is acted on that evening rather than the next morning.
>
> A Service Request. Anything else: a ticket, a question, somebody stuck in an application. Lodged After Hours, it is picked up on the next Business Day.

We do not offer formal 24/7 support and we do not sell it. What runs around the clock is the monitoring, the alerting and the security service. After Hours work outside a Critical Alert on a monitored system is provided on a best efforts basis, carries no response time, and may be charged at the After Hours rate in the Rate Schedule.

If something is urgent After Hours, lodge it through the portal or by email and escalate it by phone. A request that is not escalated by phone is reviewed on the next Business Day.

APPENDIX B

What a managed Plan includes

This appendix describes the Services included in a standard managed Plan. Your Plan Schedule is what governs your Plan, and it prevails over this appendix if the two differ.

SUPPORT

- Unlimited network and server support
- A named local technician
- Response times set by Plan and by priority, stated in your Plan Schedule
- Critical Alerts picked up After Hours, as described in Appendix A
- Client portal access
- 24/7 monitoring and alerting

SECURITY

- A 24/7 cyber security service
- Managed endpoint protection
- Enterprise email filtering and protection
- Web protection
- DNS health monitoring
- Dark web monitoring
- Staff security awareness training

CONTINUITY AND UPKEEP

- Daily cloud backups of your servers
- Daily backups of your Microsoft 365 tenancy
- Backups retained for seven years and stored in Australia
- Workstation and server patching
- Preventive maintenance
- Documentation of your technology environment
- Technology Business Reviews, at the frequency in your Plan Schedule

Technology Business Reviews

A scheduled planning meeting covering what has been delivered since we last met, a health score for your environment, an assessment of what needs attention, a written roadmap, a budget for the period ahead, and an agreed action list. Reviews are held quarterly, six monthly or annually depending on your Plan, as set out in your Plan Schedule.

Not included

Project work, migrations, rebuilds, new sites, hardware supply and phone systems are quoted separately or charged at the Rates. Phone systems are a separate agreement with their own carrier costs and hardware.

> Questions about anything in this document are welcome and will not be treated as difficult. Email admin@coastit.au or call 1300 025 110 and we will walk you through it.