



Hardware Maintenance

Terms and Conditions for Hardware
Maintenance Services

June 2023

Thank you for purchasing Interactive's Services through the Reseller. The Services are provided by Interactive through the Reseller to you, the Customer, in accordance with these Terms and Conditions (Terms), which form part of the agreement between the Reseller and you, the Customer. By purchasing and receiving the Services, you as the Customer agree to these Terms. Where these Terms refer to Interactive performing any obligation, it is a reference to Interactive performing that obligation for you the Customer at the direction or authorisation of the Reseller, because Interactive's contractual relationship is with the Reseller.

1. Definitions

Customer means the entity receiving services from Interactive through the Reseller.

Equipment means the Customer's devices that Interactive has been subcontracted to provide the Services to.

Interactive means Interactive Pty Ltd,
ABN: 17 088 952 023 of 461 Williamstown Road,
Port Melbourne Vic 3207.

Reseller means the entity the Customer has contracted with for the provision of the Services. Services means the hardware maintenance services provided by Interactive.

2. Services

2.1

Interactive will provide labour and parts to keep the Equipment in good working order by rectifying defects or breakdowns.

Interactive's maintenance service provides like-for-like OEM parts when required to repair your hardware. If there are any non-OEM parts installed in the device, Interactive may not be able to support it.

2.2

It may not be practicable to perform Services at the location of each item of Equipment and the removal of certain Equipment to Interactive's service centre may be necessary. The Customer consents to Interactive removing the Equipment, on the condition that Interactive uses best endeavours to provide a functionally equivalent loan unit and to return the Equipment within 5 business days.

If there are any non-OEM parts installed in the device, Interactive may not be able to support it.

The Services do not include:

- (a) supply items such as film, toner, developer, optical exposure lamps, glassware, paper, ribbons, fuser, consumable kits, hammer springs, copper patch and fibre leads, cable management, power cables, tape media, patch panels, cable pass thru adapters or accessories that may be used in connection with the Equipment;
- (b) the rebuilding, reconditioning, or modification of the Equipment or attachments to the Equipment or the correction of any servicing provided to the Equipment by an alternative service provider;
- (c) maintenance services provided at the Customer's request outside the hours Interactive has been engaged to provide Services;
- (d) Services required as a direct or indirect result of:
 - (i) the Customer's negligence or misuse of the Equipment;
 - (ii) the operation or storage of the Equipment in a physical environment outside the requirements specified by the manufacturer;
 - (iii) the operation of the Equipment in contravention of either the manufacturer's specifications or Interactive's reasonable instructions; or
 - (iv) any alteration, modification, relocation or adjustment to the Equipment outside the manufacturer's specifications or without Interactive's approval, which shall not be unreasonably withheld.

3. Customer Obligations

3.1

The Customer shall:

- (a) follow Interactive's support card procedure when requiring Interactive to provide Services. The Customer may request a copy of the support card procedure from the Reseller;
- (b) ensure that Interactive's personnel have full and safe access to the Equipment to provide the Services;
- (c) ensure that Interactive's personnel have reasonable access to adequate working space, telephones, electricity and Internet access whilst on the Customer's site;
- (d) promptly provide Interactive with any information and consumables that Interactive reasonably requests to enable it to provide the Services; and
- (e) be solely responsible for maintaining a procedure for the backing up and restoration of its own data.

3.2

If any additional third party software or applications are required to receive the Services, the Customer is responsible for procuring the rights to such items and for any configuration, interoperability issues, maintenance and storage of the third party software.

4. Parts

4.1

All replacement parts installed by Interactive will become the property of the Customer. The replaced parts removed from the Equipment will become Interactive's property.

5. Privacy

5.1

Each party must comply with the Privacy Act 1988 (Cth) (Act) and only process, use or disclose Personal Information (as defined in that Act) for the purposes of performing its obligations under these Terms or as required by law.

6. Liability

6.1

The Customer must only bring any claims it has in relation to the Services against the Reseller and not against Interactive directly.

6.2

If, however, Interactive is legally liable to the Customer, Interactive's liability to the Customer for all proven loss and damage, regardless of the nature of the cause of action, whether in contract (including breach of warranty), negligence (or any other tort), repudiation or anticipatory breach, in equity or common law, for breach of statutory obligation or duty or otherwise, is limited to the amount paid by you, the Customer, to the Reseller for the Service to which the liability relates. If a warranty, condition or guarantee is implied by the Competition and Consumer Act 2010 (Cth) or other relevant legislation which may not be excluded, restricted or modified by agreement, then Interactive's liability is limited solely to the resupply of the relevant Service or the payment to the Customer of the cost of having the Service provided again.

6.3

To the extent permitted by law, Interactive is not liable to you, the Customer (either directly or through the Reseller) for indirect or consequential losses, downtime costs, lost profits, lost revenue, lost reputation, lost data, loss of use, loss of goodwill and failure to realise anticipated savings.

7. General

7.1

Intellectual property rights comprised in the Services and any other equipment or materials used by Interactive to provide the Services are, and remain, owned exclusively by Interactive and / or its third party service providers.

7.2

Interactive is not responsible for any delays or errors in its performance, or non-performance of its obligations under these Terms, due to circumstances beyond its reasonable control.

7.3

If the Customer receives any information that relates to Interactive's business operations, financial condition, customers, products, services or technical knowledge, the Customer must keep that information confidential and must not disclose or use or disclose it without Interactive's prior written consent. In addition to other remedies, Interactive is entitled to injunctive relief to prevent breach, and to compel specific performance, of this obligation.

7.4

If anything in these Terms is unenforceable, illegal or void then it is severed and the rest of these remains in force.

7.5

These Terms will be governed by the laws of Victoria, Australia and are subject to the non-exclusive jurisdiction of the courts of Victoria, Australia.

7.6

Interactive may only waive its rights in writing, signed by Interactive, and no other conduct of Interactive operates as a waiver of the right.

7.7

Interactive is entitled to the benefit of these Terms and the Customer and Reseller holds the benefit of these Terms on trust for Interactive.

7.8

These Terms apply until Interactive is no longer engaged to provide the Services, except clauses 5, 6 and 7, which survive termination of these Terms.