

This document sets out the Terms and Conditions upon which ProTech Limited will provide you Services through the Online Support.

Upon such Support Service you agree to be bound by these Terms and Conditions.

1. DEFINITIONS

1.1 In these Terms and Conditions:

“Online” means all products and services offered including Per Call Phone Support Service or the ProTech Online service.

“Per Call Phone Support Service” refers to the Per Call Phone Support Service paid for on a per call basis

“Remote Access Support” means one of our technical experts may, if necessary, remotely access your computer or device to assess a problem, either to fix it or provide advice on available options to fix it.

“Remotely Accessible Device” means your smartphone, tablet, or desktop/laptop computer. Note: Devices must be connected to a reliable broadband internet connection and not all devices are capable of being remotely accessed.

“Services” means computer assistance, maintenance and support provided over the phone and through Remote Access Support and (where necessary) via a visit from one of our technicians.

“Session” means a period of interaction with our services through online chat, phone and/or remote access.

“User” means any person who uses any Service.

“we”, “us” or “our” means the company detailed above trading as ProTech.

“your”, “you” means the User or Member and includes a duly authorised representative of the User or Member.

2. SERVICES

2.1 The Per Call Phone Support Service is a service that provides computer and technology assistance over the phone and/or with Remote Access Support where we deem it is required. The Per Call Phone Support Service is an escalated level of support beyond that provided by the Free Online Chat service and is designed to offer help for simple break / fix problems.

2.2 At the commencement of a Online session we will endeavour to diagnose the problem described by you, however we cannot guarantee our diagnosis will necessarily be accurate.

2.3 Scope of Services offered are designed to offer help and advice for basic issues with your technology and include:

- Issues with internet: Primarily relating to webpages not being available or issues logging in to certain pages. We can also help with Web browser settings and basic assistance with Windows/Mac networking settings.
- Issues with the computer shutting down: Advice on a machine that may be experiencing a "Boot Loop" or continuously shutting down, staff would check, using a software application, if there are obvious hardware or software issues and attempt to rectify them.
- Printer connection issues: Depending on the type of printer (Wireless or Wired), Hotline staff would aim to assist the customer in configuring Wi-Fi, Scanning and email settings on the printer or using the software designed for the printer.
- Issues with a Microsoft Office Product: Diagnose, update or reinstall faulty Microsoft Office products as well as provide guidance on issues with the software.
- Issues with emails: Diagnose email failures, interpret failure messages and provide insight for the customer as well as remove/re-add email addresses and fix issues with signatures or mail rules

Online Services are designed to offer help for simple break / fix problems with your technology may include:

- Assist with error messages
- Set up emails / fix email problems
- Troubleshooting currently connected Printer / Scanners
- Schedule tasks
- Attempt to locate lost files
- Update, extend or renew software including anti-virus software
- Diagnose reasons for a computer running slowly, and if possible provide a fix
- Update or fix settings
- Repair corruptions
- Set up security
- Install software
- Malware / virus assessment and basic removal where possible
- Advice regarding scamming concerns

2.4 Scope of Services offered by the ProTech Online service may include:

- Advice with a range of technology devices including Windows PCs, Apple Macs, tablets, smart phones, smart TVs, routers, printers, scanners
- Assist with error messages
- Set up emails / fix email problems
- Troubleshooting currently connected Printer / Scanners
- Schedule tasks

- Attempt to locate lost files
- Update, extend or renew software including anti-virus software
- Diagnose reasons for a computer running slowly, and if possible provide a fix
- Update or fix settings
- Repair corruptions
- Device set up (including printers and scanners)
- Set up parental controls
- Set up security
- Install software
- Malware / virus assessment and basic removal where possible
- Advice regarding scamming concerns
- New computer purchasing advice and guidance
- Preventative maintenance
- Basic technology tutorials

2.5 To enable us to undertake the Services:

- you must provide us with all information, assistance, and co-operation that we may reasonably require to undertake the Services;
- you must be present over the phone while we provide the Services;
- our Services are provided in the English language and within New Zealand only.

2.6 We will use all reasonable endeavours to achieve your objectives by providing our Services but we do not guarantee, express or implied the objectives of the call will be achieved and we will not be liable for any failure to meet the objectives.

2.7 We will always attempt to answer your call as quickly as possible, however upon exceptional circumstances of heavy demand, we may have to take your details and call you back which we will make at least one attempt to do within the same day.

2.8 Should it not be possible to resolve the problem via online chat, phone assistance or Remote Access Support, then you may choose to engage us to send a ProTech's technician to your premises whereupon standard charges will apply.

3. PROTECH ONLINE PHONE SUPPORT SERVICE EXCLUSIONS

3.1 Please note the Online Support Services may be unable to assist with:

- Internet issues or ISP problems
- Faulty hardware
- Network setup or servers
- Linux, pre-Windows XP, pre-Mac 10.11 or earlier OSX operating systems

4. PROTECH CHARGES ARE

- 4.1** \$120.00 per hour plus GST
- 4.2** or part thereof, \$60.00 per 30 minutes
- 4.3** Minimum charge is \$25.00 in any event
- 4.4** All Charges are Plus GST
- 4.5** After the first 30 minutes, time is charged in 15 minutes increments
- 4.6** Unless otherwise agreed in writing, all services are due to be paid on the day of service.

5. REMOTE ACCESS SUPPORT

- 5.1** Where it is appropriate to use Remote Access Support, you agree that our technical experts are entitled to access your equipment remotely to provide you with the Services. Remote Access Support is only available in relation to a Remotely Accessible Device.
- 5.2** Remote Access Support will be used only where we deem it suitable for your specific Remotely Accessible Device issue. Where we deem appropriate, you agree that our technical expert is entitled to access your Remotely Accessible Device and provide you with the Remote Access Support.
- 5.3** All component parts of your Remotely Accessible Device must be fully working and fully assembled. Furthermore, your Remotely Accessible Device must have access and a sustained connection to the internet in order to avail yourself of the Remote Access Support.
- 5.4** Depending on your internet connection, speed, and plan we may not be able to provide Remote Access Support over dial-up, rural broadband or mobile internet connections.

6. CONFIDENTIALITY AND PRIVACY

- 6.1** All calls are recorded. We will endeavour to keep a record of all contact and communication including details of your devices and equipment. Your data security and privacy are paramount and very important to us. With your express consent we will keep a record of your passwords unless and until you request otherwise. In addition to the limitation and exclusion of liability provisions contained within clause 10 of these Terms and Conditions, you expressly acknowledge and agree that we have no responsibility or liability arising out of the use of any password or passwords provided by you, or for any loss or corruption of data, software or hardware that may arise out of the Services.
- 6.2** We will maintain as confidential all information we obtain from you in providing the Services and will not use that information for any reason other than as necessary for providing the Services. This obligation will not apply to information that is in the public domain or that is known to us or obtained by us without breaching any obligation to you or that we are required to disclose by law.
- 6.3** You authorise us to collect, retain, use and provide to our staff and agents any personal information about you for the purposes of meeting our obligations to you, marketing, and enforcing our rights against you.

7. WARRANTY

- 7.1** We warrant that we will always use reasonable skill and care in undertaking the Services.
- 7.2** All statements, technical information and recommendations made by a manufacturer and / or us about the Services are believed to be reliable, but do not constitute a guarantee or warranty express or implied by us to you.
- 7.3** You warrant that you are authorised to access the use of the computer or devices, software, information or other material made available by you and it will not breach any third party rights.

8. LIMITATION OF LIABILITY

- 8.1** While our phone based technical experts will strive to keep their diagnosis as accurate as possible, there may be a requirement for an on-site technician visit. Under these circumstances, additional cost may apply at the standard ProTech service rates.
- 8.2** It is your responsibility to have a reliable back up of your data at all times.
- 8.3** In no event will we be liable to you, other than the extent permitted by law, for:
- (a) loss of profits or savings, loss of goodwill or opportunity, loss or corruption of data, or wasted staff time; or
 - (b) loss, damage, cost or expense of any kind whatsoever which is indirect, consequential, or of a special nature, arising directly or indirectly from any Services supplied by us to you, even if we had been advised of the possibility of such loss, damage, cost or expense.
- 8.4** We are not responsible for any losses you may suffer arising from your use of (or failure to use) any anti-virus software.
- 8.5** To the extent permitted by law, our liability is limited to the resupply of services or the resupply of the same in any event.

These Terms and Conditions are subject to change at any time and without notice. For further information regarding the ProTech Online service, please refer to our website at: www.ProTech.net.nz.