

Terms and Conditions

Brad Moran trading as REZ01 TECH - Service Payment Terms and Release of Liability applicable to Work Order Agreement

Release of Liability

CLIENT AGREES TO RELEASE AND HOLD HARMLESS BRAD MORAN (REZ01 TECH), ITS AGENTS AND SERVICE REPRESENTATIVES FROM ANY AND ALL LIABILITY ASSOCIATED WITH THE PERFORMANCE OF SERVICE OR THE PROVISION OF PARTS, AND ACKNOWLEDGES THAT BRAD MORAN (REZ01 TECH) OFFERS NEITHER AN EXPLICIT OR IMPLIED WARRANTY OR GUARANTEE, FOR THE SERVICES PERFORMED OR THE PARTS PROVIDED, OTHER THAN THE MANUFACTURER'S WARRANTY.

FURTHER

1. CLIENT acknowledges that due to the nature of the services being performed, there is a potential risk of damage or loss including, but not limited to, damage to CLIENT's office, home, business computer hardware, its cabling, hubs, routers, switches, peripherals, accessories, and furniture, as well as potential risk of damage, corruption, or loss of computer software, applications, data, and data storage media.
2. CLIENT agrees to release and hold harmless BRAD MORAN (REZ01 TECH) from all liability for damage or loss as well as any incidental or consequential material or financial damage or loss that may result from the actions of BRAD MORAN (REZ01 TECH), its agents or service representatives.
3. CLIENT grants BRAD MORAN (REZ01 TECH), its agents and service representatives, permission to physically access CLIENT's home or office property where CLIENT's computer system and/or network reside.
4. CLIENT grants BRAD MORAN (REZ01 TECH), its agents and service representatives, access, security rights, and permission to open, view, modify, edit, delete, or otherwise manipulate CLIENT's computer software, applications, data, and data storage media including, but not limited to, the computer Operating System, word processing, spreadsheets, databases, workflow, graphics, audio, video, system drivers and libraries, and any other type of software or data that may be contained on CLIENT's computer system or network.
5. CLIENT grants BRAD MORAN (REZ01 TECH), its agents and service representatives, access and permission to physically disassemble any and all computer systems, components, networks, cabling, hubs, routers, switches, peripherals, and accessories necessary to perform said services.
6. CLIENT grants BRAD MORAN (REZ01 TECH), its agents and service representatives, permission to perform modification to CLIENT's home or office property for the purpose of installing or troubleshooting computer and/or networking hardware, cabling, hubs, routers, switches or peripherals. Modification may include such practices as drilling, cutting through or disassembling furniture, floors, walls, carpet or trim, laying and removing cabling and devices including affixing cabling and devices to furniture, walls, floors, or trim, using nails, screws, staples, hangers, or plastic ties.
7. CLIENT grants BRAD MORAN (REZ01 TECH), its agents and service representatives, permission to install hardware in CLIENT's computer and/or network, including but not limited to, processor chips, memory chips, cooling fans, batteries, hard drives, tape drives, storage devices, modem and communication devices, audio and video cards, network interface cards, hubs, routers, switches, printers, scanners, cables, and any other hardware requested to be installed by CLIENT.
8. CLIENT grants BRAD MORAN (REZ01 TECH), its agents and service representatives, permission to download and/or install software on CLIENT's computer and/or network, including but not limited to, virus scanners, diagnosis and repair utilities, drivers, libraries, and software requested to be installed by CLIENT. BRAD MORAN (REZ01 TECH) does not check for licensing compliance for any software provided by CLIENT to be installed on

their computer systems. It is the responsibility of the CLIENT to have proper licensing for any software provided. BRAD MORAN (REZ01 TECH) reserves the right to refuse to install any software for which proper licensing cannot be demonstrated.

9. BRAD MORAN (REZ01 TECH) strongly advises CLIENT to safeguard critical data by backing up said data prior to any services performed by BRAD MORAN (REZ01 TECH). Unless specifically requested and provided as a paid service by BRAD MORAN (REZ01 TECH), CLIENT is responsible for any backup, archiving, or protective storage as well as restoration if required, of CLIENT's data.

10. Client also agrees they will not actively solicit work from any of BRAD MORAN (REZ01 TECH) contractors or employees for computer related services, without the prior approval of BRAD MORAN (REZ01 TECH). This agreement shall remain in force for one year, beginning with the date of client's last completed service with BRAD MORAN (REZ01 TECH). This agreement includes all geographic locations where BRAD MORAN (REZ01 TECH) clients reside.

BRAD MORAN (REZ01 TECH) is a provider of billable inhouse on-site services and does not offer or provide free telephone technical support. Neither the signing of this agreement nor the performance of services by BRAD MORAN (REZ01 TECH) implies availability of telephone technical support. This document constitutes the entire agreement between the CLIENT and BRAD MORAN (REZ01 TECH). No other agreement whether verbal or written shall be in effect except if agreed to and authorized in writing.

The laws of the Commonwealth of Australia shall govern this contract. Any dispute concerning this agreement shall be heard within the Commonwealth of Australia. By signing below, CLIENT acknowledges that he/she has read and understands, and agrees to the terms of this Payment Terms and Release of Liability Form, which is kept on file at the office of BRAD MORAN (REZ01 TECH) in Queensland.

Client Signature: _____

Date: _____