

Pay as You Go IT Support Terms and Conditions

This service is operated by Interpro Technology Solutions Limited ("we," "us" or "our"). By purchasing Pay as You Go IT Support (PAYG) hours you agree to be bound by the Terms and Conditions set out below. If you do not agree to be bound by these Terms and Conditions you may not use this service.

1. Our Obligations to You:

- 1.1.1. We will provide you with the Services set out in the Agreement.
- 1.1.2. We aim to make your computing experience as trouble-free as reasonably practicable. You agree that computers, software and their associated products are often supplied in an imperfect state and that our role is to reduce the effects of such imperfections rather than to eliminate or correct them.
- 1.1.3. Our standard hours of operation are 08:30 to 18:00 UK local time, Monday to Friday excluding UK public and bank holidays. These are the hours during which we will attend for installations, respond to support problems and do remedial work. We will use all reasonable endeavours to respond to calls promptly. The precise timing will depend on a variety of matters including the complexity of installation or problem.
- 1.1.4. We may at our discretion offer to perform work outside our standard hours, in which case we may charge you additional fees as stated in PAYG Payment and Hours.

2. Your Obligations to Us:

- 2.1. Throughout this Agreement you will:
 - 2.1.1. provide access to the Premises and Equipment at the times that we have arranged with you;
 - 2.1.2. ensure that the Equipment conforms to all relevant Health & Safety requirements and is only used by competent persons and in a proper manner;
 - 2.1.3. promptly notify us if any Equipment is not operating correctly and not modify any Equipment in any way without our prior agreement;
 - 2.1.4. ensure that all data is backed up from any Equipment that you ask us to perform work on, prior to us undertaking this work;
 - 2.1.5. not without our agreement, request or permit any third party service provider to provide services in relation to the Equipment of the type to be provided by us under the Agreement;
 - 2.1.6. ensure that we have remote access to the Equipment to enable us to perform the Services and maintain the power supply and the telephone lines required for any internet connection that we supply;
 - 2.1.7. not change the location, billing details or telephone numbers of these lines or change any passwords or log-ins without first consulting us and giving us relevant details.
- 2.2. After any work that we do for you, we may request that you confirm to us in writing within 24 hours that the work has been completed and is to your satisfaction. If we do not hear from you, the work will be treated as complete and satisfactory.
- 2.3. You agree not to use the Equipment or Services in any way, or for any data, that: infringes the Intellectual Property of any third party; violates any law or regulation; is defamatory, libellous, unlawfully threatening or unlawfully harassing; is pornographic or indecent; may damage the property, systems or data of others; involves risks of death, personal injury, property damage or environmental damage; involves life support systems, devices or applications; or breaches a contractual commitment between you and a third party.
- 2.4. Save to the extent permitted by law you will not try to decompile or reverse engineer the Equipment. You will not try to use our Services for any purpose other than that for which they are offered to you. You will not attempt to connect to our servers except as provided in the Agreement.

3. Data Protection and Confidentiality

- 3.1. We undertake to comply with the provisions of the Data Protection Act 1998. You also undertake to comply with those provisions.
- 3.2. We have appropriate technical and organisational measures in place against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data held or processed by us.
- 3.3. The terms of the Agreement and all information of a confidential nature that we obtain concerning you or your business will be kept confidential and not disclosed to any third party (except for the purpose of any of the Services). You acknowledge that in certain situations our personnel may

be in a position to see or have access to the contents of files on your computer. We confirm that all our personnel are bound by confidentiality obligations in their contracts with us.

- 3.4. You understand that you should use encryption and personal security programs to increase the security and privacy of your files and it is your responsibility to adopt these measures to protect sensitive and confidential data. Moreover, if you are required under any professional or statutory regulations to keep your data confidential or secure then you will encrypt them so that our employees cannot have access when working on your equipment. You are responsible for keeping the encryption keys safe as without them, encrypted data may be permanently lost.
4. **Equipment Supply and Third Party Services**
 - 4.1. Unless otherwise agreed, any Equipment that is sold to you under the Agreement will be supplied to you on the basis that you will have the benefit of the manufacturer or supplier's warranty and, in the event of any defect, our liability will be limited to assisting you in pursuing the manufacturer/supplier and providing support to the extent set out in the relevant Services Schedule.
 - 4.2. You agree to satisfy yourself as to the suitability of any Equipment to be acquired by us for you before it is ordered and we will use our best efforts to supply Equipment to meet the specification documented by you.
 - 4.3. We will usually require payment for all Equipment before placing an order to cover the cost to us. Until we receive payment in full, title to the Equipment will not pass to you and we will be entitled to retain or recover possession from you.
 - 4.4. Notwithstanding retention of title by us risk of damage to or loss of the Equipment will pass to you at the time of delivery or collection or if you fail to take delivery of the Equipment at the time when we have tendered delivery or allowed collection and you will insure the Equipment accordingly.
 - 4.5. In the case of Equipment to be installed by us, you will obtain at your own expense all necessary consents and permissions for the installation at your Premises, prepare the location for the Equipment in accordance with our instructions and make available all facilities reasonably required by us to perform the work, and you acknowledge that it is your responsibility to restore the condition of your Premises after installation.
 - 4.6. Equipment will be deemed to have been accepted by you unless you notify us of a problem within 7 days of the installation date.
 - 4.7. You will comply with the terms of all operating instructions and licences that relate to Equipment supplied to you.
 - 4.8. You agree that we may act as your agent with the Equipment supplier for the purpose of resolving problems with the Equipment and if necessary requesting the supplier to repair it.
 - 4.9. When any Services include the services of a third party or use of Equipment licensed to us by a third party supplier, you will (insofar as they affect you) be bound by the terms and conditions of our agreement or licence with the supplier and a copy of those terms and conditions will be supplied to you on request.
 - 4.10. When attempting to resolve issues, we are not liable for damage to third party equipment or any consequential damages as a result of damage to third party supplied equipment, extending to faulty equipment.
5. **PAYG Payment and Hours**
 - 5.1. PAYG hours must be paid for in full in advance of any work carried out.
 - 5.2. PAYG hours are valid during our normal working hours between 08:30 and 18:00 Monday to Friday.
 - 5.3. For PAYG IT support outside of our normal working hours, the hourly rate is double and must be agreed and booked in advance of hours being purchased.
 - 5.4. Purchased PAYG hours expire after 12 months.
 - 5.5. If we are on site and we reach the end of the pre-purchased hours, we will require the purchase of more PAYG hours for us to stay on site and continue working.
 - 5.6. PAYG hours are valid for any of the support services available to our managed service clients including remote support, telephone support and on-site support as well as IT consulting and website development.
 - 5.7. Invoices for paid for PAYG hours can be provided on request.
 - 5.8. PAYG services are valid in our active working area: a 20 mile radius of our current post code. For work outside this area mileage surcharges will apply.