

Customer Information			
<b>1. Company Details</b>			
Business Name		ABN	
Address			
Suburb/Town		Post/Zip Code	
Country			
<b>2. Authorised Representative</b>			
Full Name		Position	
Phone		Fax	Mobile/Cell
Email			
<b>3. Partner Connect Program:</b> The Partner Connect Program is a system created by ServiceM8 which allows Certificated Partners to offer support to ServiceM8 customers. To enable us to provide you with support, a Partner Invitation will be sent to your primary ServiceM8 login account (the email address you first used when signing up for ServiceM8). Once accepted, this will provide us with the ability to check and modify setting, upload templates and/ or provide training.			
<input type="checkbox"/> I am a new customer		<input type="checkbox"/> I am an existing customer	
<b>Primary ServiceM8 Email Address*:</b>			

Services Required (Scope of Work)
<p>As an accredited ServiceM8 Partner, we offer a variety of fee-for-service options, which include:</p> <ul style="list-style-type: none"> <li>• Initial Consultation</li> <li>• ServiceM8 Back-end setup</li> <li>• A comprehensive suite of Training modules</li> <li>• All inclusive Package Deals</li> <li>• Forms &amp; Template Customisation</li> <li>• Annual Support Plans</li> <li>• Ad-Hoc Consulting (hourly rate charges apply)</li> </ul> <p>Please read through the different services we offer and select the items that you would like, by ticking the appropriate box(s).</p>

Initial Consultation		
Tick	Description	Fees
	<b>4. Initial Consultation – ServiceM8 for New Customers (Max. Duration: 2 hours)</b>	<b>\$250</b>
	<p><b>This is a highly recommended initial consultation which aims to:</b></p> <ul style="list-style-type: none"> <li>• Determine the suitability of ServiceM8 for your business</li> <li>• Verify the compatibility of your current accounting system and mobile devices</li> <li>• Conduct an analysis of your current business work flows</li> <li>• Determine how ServiceM8 can best integrate into your business</li> <li>• Determine which inefficient practices will be replaced by ServiceM8</li> <li>• Document your needs for custom fields, templates and/or forms</li> <li>• Assess your current method of recording inventory and advise on what is required to prepare for integration with ServiceM8</li> <li>• Discuss/document any additional customer requirements, including Security Roles and Add-on features.</li> </ul> <p>This process enables us to determine the suitability of ServiceM8 for your business, and in some cases, prevent you from implementing a system which may not be suited to your needs. It also allows us to scope out your exact requirements so that we can provide you with an accurate Estimate of Cost, if you choose to engage us to implement ServiceM8 into your business and provide training to your staff.</p>	

Training Modules
<p>Our personalised training modules are tailored specifically to your needs and questions. We can conduct these sessions either face-to-face or online using Teamviewer (a screen-sharing program), and your actual ServiceM8 data. As it is not a group webinar following a set course, it allows for personal interaction between you and our trainers throughout the entire session. So sessions progress at a pace that you are comfortable with. Feel free to stop and ask questions at any time, or even ask your trainer to stop and repeat certain topics to gain complete understanding.</p> <p>Please Note:</p> <ol style="list-style-type: none"> <li>1. The training modules detailed below, provide a suggested training outline of items which can/will be covered within the allotted time-frame. Certain items listed may not be relevant to your business, in which case, we are able to spend more time on other items which are.</li> <li>2. Each training module is designed to run for a maximum period of time, as noted. If at the conclusion of the allocated time, you feel that more time is needed to complete your understanding, then we are happy to continue, subject to our availability and your acknowledgment that additional fees will accrue at our standard consulting rate.</li> <li>3. Up to five (5) users may participate in any training course. In our past experience, more than five participants create an unmanageable training environment, which becomes counter-productive to you. If more than 5 staff need to be trained in a particular topic, additional sessions will be required.</li> </ol>

Training Modules (Cont'd)														
Tick	Description	Fees												
<b>5. ServiceM8 Settings for Productivity (Duration : 1 – 2 hours)</b>		<b>\$130 - \$260</b>												
	<p>This module aims to assist customers who have setup ServiceM8 themselves, but feel that things aren't working correctly; or who need further assistance to configure ServiceM8 back-end settings to deliver greater functionality and optimise usage of the system. Please indicate which items you would like assistance with:</p> <table border="0"> <tr> <td>Add-Ons</td> <td>Job Categories Setup of</td> </tr> <tr> <td>Custom Fields</td> <td>Inbox Customisation of</td> </tr> <tr> <td>Setup of Recurring Jobs</td> <td>Badges External Calendar</td> </tr> <tr> <td>Setup of Partial/Progress Invoicing</td> <td>Sync</td> </tr> <tr> <td>Setup of Job Templates</td> <td>Automatic Feedback requests</td> </tr> <tr> <td>Staff Security Roles</td> <td>Other – Specify:</td> </tr> </table>	Add-Ons	Job Categories Setup of	Custom Fields	Inbox Customisation of	Setup of Recurring Jobs	Badges External Calendar	Setup of Partial/Progress Invoicing	Sync	Setup of Job Templates	Automatic Feedback requests	Staff Security Roles	Other – Specify:	
Add-Ons	Job Categories Setup of													
Custom Fields	Inbox Customisation of													
Setup of Recurring Jobs	Badges External Calendar													
Setup of Partial/Progress Invoicing	Sync													
Setup of Job Templates	Automatic Feedback requests													
Staff Security Roles	Other – Specify:													
<b>6. Dispatcher Training - Getting the Basics (Max. Duration: 3 hours)</b>		<b>\$390</b>												
	<p>This module has been designed to teach operators how to use the ServiceM8 Dispatch Board in the correct manner in which it was designed to be used, for best efficiency. Ideal to ensure users don't develop bad habits, you will learn:</p> <table border="0"> <tr> <td> <ul style="list-style-type: none"> <li>• How to Create new jobs (Quotes &amp; Work-orders)</li> <li>• How to create new, &amp; update existing customer details</li> <li>• Job dispatch &amp; scheduling</li> <li>• Queuing jobs and quotes</li> <li>• Convert quotes to work-orders</li> <li>• Job coordination &amp; monitoring via the Dispatch Map</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>• How to Locate staff in the field in real-time</li> <li>• How to use job filters</li> <li>• How to print work-orders</li> <li>• How to update the Job Diary &amp; enter special instructions</li> <li>• How to Create a job checklist</li> <li>• How to Attach documents to jobs</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>• How to Create new jobs (Quotes &amp; Work-orders)</li> <li>• How to create new, &amp; update existing customer details</li> <li>• Job dispatch &amp; scheduling</li> <li>• Queuing jobs and quotes</li> <li>• Convert quotes to work-orders</li> <li>• Job coordination &amp; monitoring via the Dispatch Map</li> </ul>	<ul style="list-style-type: none"> <li>• How to Locate staff in the field in real-time</li> <li>• How to use job filters</li> <li>• How to print work-orders</li> <li>• How to update the Job Diary &amp; enter special instructions</li> <li>• How to Create a job checklist</li> <li>• How to Attach documents to jobs</li> </ul>	No. of trainees										
<ul style="list-style-type: none"> <li>• How to Create new jobs (Quotes &amp; Work-orders)</li> <li>• How to create new, &amp; update existing customer details</li> <li>• Job dispatch &amp; scheduling</li> <li>• Queuing jobs and quotes</li> <li>• Convert quotes to work-orders</li> <li>• Job coordination &amp; monitoring via the Dispatch Map</li> </ul>	<ul style="list-style-type: none"> <li>• How to Locate staff in the field in real-time</li> <li>• How to use job filters</li> <li>• How to print work-orders</li> <li>• How to update the Job Diary &amp; enter special instructions</li> <li>• How to Create a job checklist</li> <li>• How to Attach documents to jobs</li> </ul>													
<b>7. Dispatcher Training - Advanced Features (Max. Duration: 3 hours)</b>		<b>\$390</b>												
	<p>This module builds on the items covered in the Basic training module above and will cover some of the more advanced features of the Dispatch Board, introducing a number of concepts to further enhance your productivity and efficient use of ServiceM8. You will learn how to:</p> <table border="0"> <tr> <td> <ul style="list-style-type: none"> <li>• Schedule multiple resources (scheduling for teams)</li> <li>• Create and use Job Templates</li> <li>• Setup Basic Recurring Jobs</li> <li>• Setup Advanced Recurring Jobs</li> <li>• Setup and use Badges</li> <li>• Setup Job Reminders</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>• Automatically generate Email or SMS reminders for customers</li> <li>• Setup/explain how to use the ServiceM8 Inbox</li> <li>• Setup a system for customers to email purchase orders directly into ServiceM8</li> <li>• Updating the Customer Diary</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>• Schedule multiple resources (scheduling for teams)</li> <li>• Create and use Job Templates</li> <li>• Setup Basic Recurring Jobs</li> <li>• Setup Advanced Recurring Jobs</li> <li>• Setup and use Badges</li> <li>• Setup Job Reminders</li> </ul>	<ul style="list-style-type: none"> <li>• Automatically generate Email or SMS reminders for customers</li> <li>• Setup/explain how to use the ServiceM8 Inbox</li> <li>• Setup a system for customers to email purchase orders directly into ServiceM8</li> <li>• Updating the Customer Diary</li> </ul>	No. of trainees										
<ul style="list-style-type: none"> <li>• Schedule multiple resources (scheduling for teams)</li> <li>• Create and use Job Templates</li> <li>• Setup Basic Recurring Jobs</li> <li>• Setup Advanced Recurring Jobs</li> <li>• Setup and use Badges</li> <li>• Setup Job Reminders</li> </ul>	<ul style="list-style-type: none"> <li>• Automatically generate Email or SMS reminders for customers</li> <li>• Setup/explain how to use the ServiceM8 Inbox</li> <li>• Setup a system for customers to email purchase orders directly into ServiceM8</li> <li>• Updating the Customer Diary</li> </ul>													
<b>8. Accounts Training (Max. Duration: 2 hours)</b>		<b>\$260</b>												
	<p>This module is aimed at staff who are responsible for the accounting or bookkeeping function within your business. It aims to cover all the billing and accounting integration aspects of ServiceM8 and your accounting system. In this module, you will:</p> <table border="0"> <tr> <td> <ul style="list-style-type: none"> <li>• Gain a thorough understanding of how ServiceM8 "talks" to your accounting system</li> <li>• Understand which items do and which do not synchronise</li> <li>• Go through the Invoice Approval process</li> <li>• Learn how to vet completed jobs and send invoices to customers via email, SMS or post</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>• Learn how to raise partial/progress invoices</li> <li>• Learn how to raise invoices for deposits</li> <li>• Go through best practice for processing credits and discounts</li> <li>• Discuss best practice for applying customer payments</li> <li>• Go through ServiceM8 reports (if time permits)</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>• Gain a thorough understanding of how ServiceM8 "talks" to your accounting system</li> <li>• Understand which items do and which do not synchronise</li> <li>• Go through the Invoice Approval process</li> <li>• Learn how to vet completed jobs and send invoices to customers via email, SMS or post</li> </ul>	<ul style="list-style-type: none"> <li>• Learn how to raise partial/progress invoices</li> <li>• Learn how to raise invoices for deposits</li> <li>• Go through best practice for processing credits and discounts</li> <li>• Discuss best practice for applying customer payments</li> <li>• Go through ServiceM8 reports (if time permits)</li> </ul>	No. of trainees										
<ul style="list-style-type: none"> <li>• Gain a thorough understanding of how ServiceM8 "talks" to your accounting system</li> <li>• Understand which items do and which do not synchronise</li> <li>• Go through the Invoice Approval process</li> <li>• Learn how to vet completed jobs and send invoices to customers via email, SMS or post</li> </ul>	<ul style="list-style-type: none"> <li>• Learn how to raise partial/progress invoices</li> <li>• Learn how to raise invoices for deposits</li> <li>• Go through best practice for processing credits and discounts</li> <li>• Discuss best practice for applying customer payments</li> <li>• Go through ServiceM8 reports (if time permits)</li> </ul>													
<b>9. Field-Worker Training (Max. Duration: 2 hrs for 1 - 2 staff OR 3 hrs for 3 – 5 staff)</b>		<b>\$260 - \$390</b>												
	<p>This training module is designed to get your field workers up and running quickly so they can get back out into the field. They will be fully trained on how to use the ServiceM8 Mobile App, to complete a job from start to finish, and includes:</p> <table border="0"> <tr> <td> <ul style="list-style-type: none"> <li>• Raise new jobs</li> <li>• Create quotes in the field</li> <li>• Get to jobs using ServiceM8's turn-by-turn navigation</li> <li>• Job Check-In process</li> <li>• How to complete Forms</li> <li>• How to complete Job Checklists</li> <li>• How to add Job Completion notes, text notes &amp; photos</li> </ul> </td> <td> <ul style="list-style-type: none"> <li>• How to add charges to an invoice for parts and labour supplied</li> <li>• How to reschedule jobs to self or others</li> <li>• How to capture client's signature</li> <li>• Run through the Job Check-Out process, including: how to record payment methods &amp; issue invoices (if applicable).</li> </ul> </td> </tr> </table>	<ul style="list-style-type: none"> <li>• Raise new jobs</li> <li>• Create quotes in the field</li> <li>• Get to jobs using ServiceM8's turn-by-turn navigation</li> <li>• Job Check-In process</li> <li>• How to complete Forms</li> <li>• How to complete Job Checklists</li> <li>• How to add Job Completion notes, text notes &amp; photos</li> </ul>	<ul style="list-style-type: none"> <li>• How to add charges to an invoice for parts and labour supplied</li> <li>• How to reschedule jobs to self or others</li> <li>• How to capture client's signature</li> <li>• Run through the Job Check-Out process, including: how to record payment methods &amp; issue invoices (if applicable).</li> </ul>	No. of trainees										
<ul style="list-style-type: none"> <li>• Raise new jobs</li> <li>• Create quotes in the field</li> <li>• Get to jobs using ServiceM8's turn-by-turn navigation</li> <li>• Job Check-In process</li> <li>• How to complete Forms</li> <li>• How to complete Job Checklists</li> <li>• How to add Job Completion notes, text notes &amp; photos</li> </ul>	<ul style="list-style-type: none"> <li>• How to add charges to an invoice for parts and labour supplied</li> <li>• How to reschedule jobs to self or others</li> <li>• How to capture client's signature</li> <li>• Run through the Job Check-Out process, including: how to record payment methods &amp; issue invoices (if applicable).</li> </ul>													

## Setup & Training Packages

Packages are a great way to save money by combining Setup, Implementation & Customisation together with a number of Training Modules. We offer the following packages which are designed for companies who require a standardised implementation. (See important notes below)

Tick	Description	Price
<b>10. Starter Package (Package value - \$900)</b>		<b>\$795</b>
	<p>This entry level package is designed to get you up and running with a quick and basic setup, by having one of our qualified staff setup your ServiceM8 account and configure all the basic back-end settings. Additionally, we will customise one invoice and one quote template with your company logo and assist with setup of your accounting system integration. This is a good package for those customers who have the time to learn ServiceM8 at their own pace, as no training is supplied with this package.</p> <p><b>What's Included:</b></p> <ul style="list-style-type: none"> <li>Initial Consultation to discuss your setup requirements</li> <li>Basic back-end configuration of ServiceM8 account</li> <li>Setup staff and assign security roles</li> <li>Assist with import of clients and inventory records</li> <li>Setup Accounting system integration</li> <li>Customise 1 x Quote</li> <li>Customise 1 x Invoice template</li> <li>Customise 1 x Email template</li> </ul>	
<b>11. Business Essentials Package (Package value - \$2335 )</b>		<b>\$1950</b>
	<p>The Business Essentials Package offers all the initial setup and customisation provided in the Starter Package, but also provides a flexible training option. You get to choose any three (3) of our training modules, as detailed on page 2. This is a great package for those companies who don't need all the bells and whistles offered in the Premium Package, but still need some training assistance to hit the road running.</p> <p><b>What's Included:</b></p> <ul style="list-style-type: none"> <li>Initial Consultation to discuss your setup requirements</li> <li>Basic back-end configuration of ServiceM8 account</li> <li>Setup staff and assign security roles</li> <li>Assist with import of clients and inventory records</li> <li>Setup Accounting system integration</li> <li>Customise 1 x Quote and 1 x Invoice template</li> <li>Customise 2 x Email templates (Quotes and Invoices)</li> <li>Choice of any 3 Training Modules listed below:                             <ul style="list-style-type: none"> <li>ServiceM8 Settings for Productivity Trainees</li> <li>Dispatcher Training - Getting the Basics</li> <li>Dispatcher Training – Advanced</li> <li>Accounts Training</li> <li>Field Worker Training</li> </ul> </li> </ul>	
<b>12. Premium Package (Package value - \$2855 )</b>		<b>\$2200</b>
	<p>The Premium Setup Package is designed for businesses who want it all, but don't have the time to do it themselves. One of our ServiceM8 qualified staff will setup your account, configure all your back-end settings, customise your quote, invoice and email templates with your company logo, setup integration with your accounting system and provide training in all modules required to get you proficient in using ServiceM8. We even throw in a month's free support.</p> <p><b>What's Included:</b></p> <ul style="list-style-type: none"> <li>Initial Consultation to discuss your setup requirements</li> <li>Complete back-end configuration of ServiceM8 account</li> <li>Setup staff and assign security roles</li> <li>Assist with import of clients and inventory records</li> <li>Setup Accounting system integration</li> <li>Customise 1 x Quote and 1 x Invoice template with your logo</li> <li>Customise 2 x Email templates (Quotes and Invoices)</li> <li>Training Modules Included (see page 2 for details)                             <ul style="list-style-type: none"> <li>ServiceM8 Settings for Productivity</li> <li>Dispatcher Training - Getting the Basics</li> <li>Dispatcher Training – Advanced</li> <li>Accounts Training</li> <li>Field Worker Training</li> </ul> </li> <li>1 month of free phone/remote support</li> </ul>	
<b>* Important Notes regarding our Setup &amp; Training Packages</b>		
<ol style="list-style-type: none"> <li>These packages may not be suitable for companies who have unique and/or complex implementation requirements, which may require a greater degree of analysis, design, customisation and training, to get ServiceM8 working suitably for them. In these situations, we would provide a custom quotation.</li> <li>Package prices above and custom quotations are based upon the information we have received from you regarding your needs and current systems. The actual fee may vary if any of your requirements change during the engagement, or if we discover that our initial understanding of your requirements were inaccurate at the time of quoting, or if any additional work is required to bring your systems into line with ServiceM8's requirements. These may include such items as: assisting you with correct setup of your inventory lists, upgrading your accounting system to a version compatible with ServiceM8, assisting with any local PC or general IT issues, etc.</li> <li>Each training module is designed to run for a maximum period of time, as noted on page 2. If at the conclusion of the allocated time, you feel that more time is needed to complete your understanding, then we are happy to continue, subject to our availability and your acknowledgment that additional fees will accrue at our standard consulting rate.</li> <li>Up to five (5) users may participate in any training course. In our past experience, more than five participants create an unmanageable training environment, which becomes counter-productive to you. If more than 5 staff need to be trained in a particular topic, additional sessions will be required, at our standard hourly consulting fee.</li> </ol>		

Other Services		
Tick	Description / Features	Fees
<b>13. Annual Support Plan</b>		<b>\$600 / annum</b>
	This is a support plan offered to Clients to provide a priority support line to assist with the general day-to day running of the ServiceM8 system. Support includes answering general or specific questions, troubleshooting issues, addition of new staff to the portal, explanation of new features and their potential benefits and providing helpful tips and guidance to use the system in the most productive way, however it is not to be used as a comprehensive or regular training forum. Support is provided either via telephone or via remote login, to satisfy a "rapid response" level of service.	
<b>14. Forms &amp; Template Customisation</b>		<b>From \$150</b>
	Whether you need a customised form for your staff to complete while on-site, or just need a more professional looking quote or invoice, we've got you covered with our forms customisation service. <b>Need a Quote?</b> Just fax or email through a sample of your form (preferably completed), and we'll let you know the cost. <b>TEMPLATE Customisation includes:</b> <ul style="list-style-type: none"> <li>• Invoices</li> <li>• Quotations</li> <li>• Service Reports</li> <li>• Work Orders</li> </ul> Most templates cost between \$150 - \$180	No. of Templates  No. of Forms
<b>15. Ad-Hoc Consulting Services</b>		<b>\$130 / hour</b>
	<b>For those times when you just need a little bit of help</b> <ul style="list-style-type: none"> <li>• Generally used by existing users of ServiceM8 who already know the basics</li> <li>• Can be used at any time when you just need a small amount of help, training or support</li> <li>• Great for when new staff have started and you don't have the time to show them the ropes</li> </ul> Notes: <ul style="list-style-type: none"> <li>• Ad-Hoc Consulting Services must be pre-purchased in hourly blocks</li> <li>• Additional charges apply for on-site visits</li> </ul>	

Payment Details					
<b>Notes:</b>					
<ul style="list-style-type: none"> <li>• Prices are quoted in Australian Dollars and are GST inclusive</li> <li>• Prices shown are based on remote training. On-site training is available but will incur travel time charges and accommodation (if applicable).</li> <li>• All payments are required in advance.</li> <li>• We accept EFT and Credit Card payments (a 2.5% surcharge applies to all credit card payments)</li> </ul>					
<b>16. Payment Method</b>					
Pay on invoice; OR		Pay by Credit Card (please debit the credit card below)			
<b>17. Credit Card Details</b>					
Card Type		Cardholder Name			
Card Number		Expiry Date	/	CVN/CVV	
Cardholder Signature	✘				

Customer Authorisation			
<b>18. Letter of Engagement</b>			
YES, I agree to be bound by the Fees & Charges for the service(s) that I have selected on this form I have read, understand and agree to the ServiceM8 Terms and Conditions (as appears on page 5) and accept them in full. I am 18 years or older and enter into this agreement as the Customer, or on behalf of the customer, as their authorised representative. I understand that by signing and submitting this Order Form, it shall become legally binding, and that the terms shall apply to all current and future work.			
Full Name		Position	
Signature	✘	Date	/ /

Please complete this form on line, then print off and sign the Customer Authorisation AND Credit Card Authorisation section (if applicable) and fax, post or email all pages to us. Fax: 07 55277885, Email: sales@crystalit.com.au or Post: 6 Welby St, Broadbeach Qld 4218.

## Definitions:

**Client** – the entity who engages our services. The entity may be an individual, partnership, trust or incorporated body.

**Partner** – the entity that has received Partner Accreditation from ServiceM8 as an Accredited Partner and is suitably qualified to provide assistance with setup, training, customisation and support of the ServiceM8 solution. Hereafter a reference to a Partner is a reference to Crystal Integrated IT Solutions or CloudM8.

**Services** – includes all services, products and solutions provided by the Partner to the Client.

**Site** – refers to the ServiceM8 portal at [www.servicem8.com](http://www.servicem8.com) and its associated mobile Apps

**Annual Support Package** – is a support plan offered to Clients to provide a priority support line to assist with the general day-to-day running of the ServiceM8 system. Support includes answering general or specific questions, troubleshooting issues, addition of new staff, explanation of new features and their potential benefits and providing helpful tips and guidance to use the system in the most productive way, however it is not to be used as a comprehensive or regular training forum.

Support is provided either via telephone or via remote login, to satisfy a “rapid response” level of service.

## Ad-Hoc Fees: \$130 / hour

As a client, you agree to pay our charges for the Services we provide to you, which are based on a fixed hourly fee of \$130 / hr inclusive of GST plus a call out fee (if applicable). Alternatively, we may provide a fixed price quote, which provides details of the entire scope of work.

Please note that the monthly subscription fee paid to ServiceM8, is unrelated to any fees which we charge.

## Bug Fix Fees:

Any time incurred by us in troubleshooting a Client’s issue within the ServiceM8 platform, even if ultimately found to be due to a Bug within the ServiceM8 system, the time spent will be chargeable to the Client at our fixed hourly rate, unless you are covered by our Annual Support Package (described above).

We remind Client’s that, as an Accredited Partner of ServiceM8, we do not control the ServiceM8 system, or have access to its code and nor are we responsible for the smooth running of the system.

## Annual Support Fees: (Optional): \$600 p.a.

You acknowledge, that our Annual Support Package is optional and that the annual fee will include support for all reasonable requests to change, modify, and/or troubleshoot the ServiceM8 back-end, but excludes forms or template design or customisation, staff training, and support for any ServiceM8 Add-Ons.

Any support request not covered under our Support Package is separately chargeable at our fixed hourly rate.

## Non-Payment:

You agree that we may cancel, suspend or withhold support to you, or remove any customised documents or templates from your ServiceM8 platform, if, at any time, you have not paid all fees that you owe to us, by the due date. Strict adherence to payment terms must be observed by the Client.

In the event we are unable to collect the fees you owe us, we may take any other steps we deem necessary to collect such fees from you, and that you will be responsible for all costs incurred by us in connection with such collection activity, including collection fees, court costs and legal fees. Any amounts not paid when due, shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate, if less.

## Notice for Termination of Support Package:

The Client or Partner may terminate the Support Package, at any stage by providing 60 days written notice to the other party, except where the Partner terminates due to non-payment.

## Data Availability/Data Loss:

As we are only an Accredited Partner, we do not make any representations or warranties about protection of your data nor guarantee data availability whatsoever. You expressly agree that your use of the Site and our Services is at your sole risk. Our services are provided on an “as is” and “as available” basis. We expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, any warranties of merchantability, fitness for a particular use or purpose, non-infringement, title, operability, condition, quiet enjoyment, value, accuracy of data and system integration. We make no warranty that the site and/or services will meet your requirements, or that the site and/or services will be uninterrupted, timely, secure, or error free; nor do we make any warranty as to the results that may be obtained from the use of the site or services, or that defects in the site or services will be corrected. You understand and agree that any material or information downloaded or other-wise obtained through the use of the site or services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer services or loss of data that results from the download of such material and/or information. No advice or information, whether oral or written, obtained by you from us through the site, services, or otherwise will create any warranty, representation or guarantee not expressly stated in these terms of use.

## Limit of liability

You acknowledge and agree that we are only willing to provide access to the Services if you agree to certain limitations of our liability to you and to third parties. You understand that to the extent permitted under applicable law, in no event will we or our officers, employees, directors, parent companies, subsidiaries, affiliates, agents or licensors be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of revenues, profits, goodwill, use, data, lost opportunities, or business interruptions or other intangible losses (even if such parties were advised of, knew of or should have known of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy), arising out of or related to your use of or access to, or the inability to use or to access, the site, the services or your backed up data, regardless of whether such damages are based on contract, tort (including negligence and strict liability), warranty, statute or otherwise.

If you are dissatisfied with any portion of the Service(s), your sole and exclusive remedy is to discontinue use of our services.

Our total liability to you for all claims arising from or related to the Site or Service(s) is limited, in aggregate, to the greater of (i) the amount of fees actually paid by you for use of our services in the month prior to the date the claim arose; or (ii) ten dollars (AUD \$10.00).

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Without limiting the foregoing, under no circumstances WILL WE be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond our reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, OR non-performance of third parties

## Indemnification:

You agree to indemnify, defend and hold harmless the Partner, our parent company, subsidiaries, affiliates, officers, directors, co-branders and other partners, employees, consultants and agents, from and against any and all third-party claims, liabilities, damages, losses, costs, expenses, fees (including reasonable legal fees and court costs) that such parties may incur as a result of or arising from (i) any of your Content or Backed up Data, (ii) your use of the Site or Services, (iii) your violation of these Terms of Use, (iv) your violation of any rights of any other person or entity, or (v) any viruses, trojan horses, worms, time bombs, or other similar harmful or deleterious programming routines input by you into the Site or Services.