

Terms and Conditions

1. Definitions

1.1 "Agent" means Anact Limited its successors and assigns or any person acting on behalf of and with the authority of Anact Limited.

1.2 "Client" means the person/s requesting the Agent to provide the Services as specified in any invoice, document or order.

1.4 "Services" means all Services provided by the Agent to the Client (and where the context so permits shall include any provision of Equipment) at the Client's request from time to time.

2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by the Agent.

2.2 These terms and conditions may only be amended with the Agent's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Agent.

3.1 The Agent shall not be held liable for any loss, corruption, or deletion of files or data (including, but not limited to software programmes). It is the sole responsibility of the Client to maintain a complete and current back-up of any data which they believe to be important, valuable or irreplaceable at a location which is not associated with the Agent or any of its subsidiaries. The Client accepts full responsibility for the Client's data and the Agent is not required to advise or remind the Client of appropriate back-up procedures.

3.2 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

3.3 The Client will maintain secure passwords for all authenticated access.

4.1 At the Agent's sole discretion the Price shall be either:

- (a) as indicated on any invoice provided by the Agent to the Client; or
- (b) the Price as at the date of provision of the Services according to the Agent's current price list; or
- (c) the Agent's quoted price which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

4.2 The Agent reserves the right to change the Price if a variation to the Agent's quotation is requested.

4.3 The Agent reserves the right to change the Price:

- (a) if a variation to the Services (including any Products/Equipment or applicable specifications) which are to be provided is requested; or
- (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, any force majeure event or the unavailability of Products/Equipment, etc.) which are only discovered on provision of the Services; or
- (c) in the event of increases to the Agent in the cost of labour or Products which are beyond the Agent's control (including, but not limited to, fluctuations in currency exchange rates).

4.4 At the Agent's sole discretion a non-refundable deposit may be required.

4.5 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by the Agent, which may be:

- (a) on provision of the Services;

- (b) before provision of the Services;
- (c) by way of instalments/progress payments in accordance with the Agent's payment schedule;
- (d) payment for approved Clients shall be due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;
- (e) the date specified on any invoice or other form as being the date for payment; or
- (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Agent.

4.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking or by any other method as agreed to between the Client and the Agent.

5.1 The Agent may cancel any contract to which these terms and conditions apply or cancel provision of Services at any time before the Services are provided by giving written notice to the Client. On giving such notice the Agent shall repay to the Client any money paid by the Client for the Services. The Agent shall not be liable for any loss or damage whatsoever arising from such cancellation.

5.2 In the event that the Client cancels provision of the Services the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Agent as a direct result of the cancellation (including, but not limited to, any loss of profits).

5.3 Unless otherwise specified in the agreement between the Agent and Client any cancellation or termination request by the Client for any services excluding hardware provided by the Agent to the Client require a minimum of 30 Days' notice either by email or in writing