

Orana Technology Services- Terms and Conditions

General Terms and Conditions

PRELIMINARY

In these terms and conditions "Orana Technology Services" shall mean Orana Technology Services (ABN 29 515 715 766).

These conditions shall apply to any contract between Orana Technology Services and any person, firm or company "the purchaser".

These Terms and Conditions cover Products and Services provided by Orana Technology Services.

QUOTATIONS

Quotations are based on the statement of requirements given to Orana Technology Services by the purchaser and are valid for 7 days, after which they are subject to confirmation or revision.

All quotations are provided based on information provided by the client and the client is responsible to provide all relevant information.

All quotations will include a non-inclusion list.

All verbal quotations are subject to written confirmation before an order can be placed.

ORDERS

Orana Technology Services will be under no liability for any purchase order until the order has been accepted by Orana Technology Services.

All orders from Purchaser will be referenced by the quote number. Orana Technology Services will confirm the order.

All orders may be subject to a deposit to be paid or pre-paid by the purchaser.

If the purchaser cancels the order in whole or partial after Orana Technology Services has accepted and confirmed the order a restocking charge and any expenses incurred by Orana Technology Services will be payable by the purchaser.

VARIATIONS

An accepted order may only be cancelled or varied with Orana Technology Services consent, any variation to accepted orders may incur a charge and or requote.

PRICES

Unless otherwise stated, prices quoted are for Orana Technology Services products and services include GST and are in Australian Dollars (AUD).

PAYMENTS

The payment terms will be pre-paid or balance paid if a deposit taken unless otherwise agreed and approved by Orana Technology Services.

Credit Terms by approval of Orana Technology Services. Credit approval process may be required.

All retail sales are invoiced as pre-paid and are final. No Refund.

Orana Technology Services reserves the legal right to recover any outstanding and overdue invoice amounts.

All costs of recovering outstanding payment/s will be passed on to the purchase as part of the final recovery cost.

WARRANTY

Orana Technology Services warranty obligations in relation to products and services shall be limited to manufactures/service providers warranty policies.

Orana Technology Services warrants that Products provided are free of defects in materials and workmanship under normal use, service and conditions for a period of 12 months from the date of delivery, provided that they are installed and commissioned by Orana Technology Services or its authorised contractor/s and agrees to make any agreed repairs resulting from defective parts or workmanship.

This warranty does not cover damage to the Products caused by accident, misuse, acts of third parties, environmental conditions, neglect, act of God, improper installation/maintenance or other causes beyond its control.

Where Orana Technology Services responds to an issue which is not covered by the above clause, Orana Technology Services reserves the right to charge the purchaser for, Travel time, Labour and material in carrying out any inspection and/or rectification.

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Any faulty retail items will be replaced within the statutory warranty period. Orana Technology Services and its suppliers reserve the right to test the item/s to validate the reported fault or issue.

LIMITATION OF LIABILITY

Subject only to its liability under warranties or conditions imposed by the Trade Practices Act, Orana Technology Services shall have no liability for any Indirect Loss howsoever arising save as expressly provided in these terms and conditions. In this clause Indirect Loss includes special, indirect, exemplary or consequential loss or damage, loss of profit or revenue, loss of or inability to use equipment, a failure to realise anticipated saving lost data, lost opportunity, downtime costs or loss of goodwill or business reputation, or any financial penalties imposed by Government or semi-government authority.

Orana Technology Services cumulative liability for all claims arising out of or in connection with this agreement shall not exceed the price paid for such product or services under these terms and conditions.

SITE PREPARATION

Where Orana Technology Services is to install any products, the purchaser shall be responsible for ensuring that the proposed installation site had been prepared as per Orana Technology Services requirements. The purchaser agrees to indemnify Orana Technology Services for any additional costs or expenses it may incur as a result of the site not being prepared in accordance with Orana Technology Services requirements.

The purchaser is required to ensure that systems data and applications on their networks (PC, Servers, and Mainframe etc) have been backed to secondary media eg tape, CD.

The purchaser agrees to indemnify Orana Technology Services for any liability for loss of data if the purchaser does not comply with this condition.

The Purchaser is responsible for the provision of an appropriate 240VAC outlet if required as part of the site installation. Installation is to be conducted by a licenced Electrical Contractor before site installation visit by Orana Technology Services.

Any Telecommunications Masts / Towers installation and /or repair is the responsibility of the purchaser unless otherwise agreed.

All site preparations work must be completed before Orana Technology Services attends site.

Any non-complaint or incomplete preparation will incur a revisit fee and rebooking of onsite visit.

FORCE MAJEURE

Orana Technology Services shall not be under no liability for any delay or failure to perform in the event that the manufacture, supply or delivery of the products or services is prevented by any act or circumstance beyond Orana Technology Services reasonable control including but not limited to Act of God, legislation, war, act of terrorism, riot, fire, flood, exposition, accident, sabotage, failure to obtain power supply, raw materials, labour, transpiration, lockout or strike.

SUBCONTRACTING

Orana Technology Services may at its discretion and without notice to the purchaser, sub-contract out the manufacture and/or supply of any part of the products and services quoted.

ENGINEERING AND DESIGN

Where Orana Technology Services provides an engineering and design service (Electronics/Network/Telecommunications), the client is to provide design guidelines and product specifications in writing. The purchaser agrees that the specifications of the design/concept may change as the design evolves.

Orana Technology Services at its discretion may design/engineer pre-manufactured item into the design as to adhere to industry safety and environmental controls ie power supplies.

Orana Technology Services Proprietary Intellectual property (software, firmware and hardware) will remain in the ownership of Orana Technology Services and will at its discretion licence the purchaser to use it. The engineering and design process will involve a working prototype for a concept review.

A pre-production / as-built working prototype can be made available at extra cost.

On full payment title to design documents and files will be handed to the purchaser.

WORKSHOP AND FIELD SERVICES

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These services cover various areas including general advice, project management, design, IoT (Internet of Things), Ag Tech (Agricultural Technology), Electronics, IT and Telecommunications.

Orana Technology Services has an "all care no responsibility" policy for field and workshop operations.

Orana Technology Services charges a workshop fee to cover the initial high-level diagnosis of issues and charges a call-out fee for initial field calls.

The workshop fee must be pre-paid before work commences and final repair invoice must be paid in full before repaired item/s are released.

Where replacement parts are non-stock, and are over \$100 AUD, Orana Technology Services has the right to ask for pre-payment of the cost of the item/s.

Due to the nature of Electronics / IT / Telecommunications repairs and break fixes, repairs and break fixes are best efforts as the fault may reappear under certain circumstances.

Responsibility of getting the item/s to our workshop will be at the cost of the purchaser/ customer as to the return of the item/s.

Customer will be responsible for the secure packing of the items to be sent to the workshop, it is highly recommended that the customer arrange the item/s to be insured while in courier transport as well as signature on delivery at our workshop.

Orana Technology Services at its discretion provides a pickup and drop off service.

Any workshop item/s not picked up by the purchaser/client will be sold after 3 Months.

Any removal/disposal of Hazardous Materials (battery disposal) may incur a surcharge or environment levy.

PROFESSIONAL SERVICES

These services cover various areas including general advice, project management, design, IoT (Internet of Things), Ag Tech (Agricultural Technology), Electronics, IT and Telecommunications. The terms and conditions aim to ensure that services are delivered in a professional and efficient manner, while also protecting the rights and interests of both parties. It is important for the client to carefully review and understand these terms and conditions before entering into any agreement or engagement. Professional Service will be provided in line with Best Industry Practices and it the responsibility of client to do their own research into any advice provided by Orana Technology Services, before agreeing to work being started.

PASSING OF TITLE

Title to and property in the Products shall only pass to the purchaser on Orana Technology Services receipt of all monies payable by the purchaser.

SPECIFICATIONS

All third-party specifications are approximate only and are subject to normal margin of tolerances.

Orana Technology Services on request from the Purchaser will provide technical specifications as required.

REFERRALS

Orana Technology Services partners with several businesses that provide their services through referrals.

We will with the purchaser's permission provide these service providers your contact details and requirements. In some cases, the referred purchaser will become the customer of the referred service provider for the referred service / product.

IMPLIED NON-DISCLOSURE AGREEMENT

While providing services, both parties acknowledge that they may be exposed to confidential and proprietary information belonging to the other party. This includes, but is not limited to, business plans, financial data, marketing strategies, client lists, trade secrets, and any other information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure ("Confidential Information"). Both parties agree to keep all Confidential Information in strict confidence and will not disclose it to any third party without the prior written consent of the disclosing party. This obligation of confidentiality shall remain in effect during the term of service and for a period of two years following the termination of the business relationship.

GST – GOODS AND SERVICES TAX

A party must pay GST on a Taxable Supply made to it under these Terms and Conditions, in addition to any consideration excluding GST) that is payable for that Taxable Supply. A party making a Taxable Supply to another party under this agreement must issue a Tax Invoice to the other party, setting out the amount of GST

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payable by that party. Orana Technology Services will issue a Tax Invoice to the Purchaser in accordance with the GST Laws of Australia and these Terms and Conditions. GST, tax invoice and taxable supply have the meanings defined in A New Tax System (Goods and Services Tax) Act 1999 as may be amended or substituted from time to time. If those definitions are repealed, then those words have the meanings defined for such comparable terms as we may reasonably identify in any comparable legislation.

GENERAL

The Purchaser agrees that placing an order for Product and/or Services, that the Purchaser accepts the Terms and Conditions laid out in this document.

Any variation to these Terms and Conditions will be in writing between the Purchaser and Orana Technology Services.

These Terms and Conditions contain the entire agreement between Orana Technology Services and the Purchaser in relation to its subject matter and suspend all prior negotiations, agreements, understandings and commitments between Orana Technology Services and the Purchaser in relation to that subject matter.

The transactions in this document are governed by the law of New South Wales, Australia.

If a dispute arises concerning these Terms and conditions, then the dispute must first be referred for mediation in accordance with the Australian Commercial Disputes Centre Mediation Guidelines.

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Remote Terms / Remote Services

GENERAL SERVICES

Orana Technology Services will attempt to diagnosis your technology problem and provide you with a technology solution over the telephone or via the Internet "Online". In certain cases, however, problem diagnosis and support may not be completed because of a problem with your computer or its configuration that is beyond our control.

REMOTE SUPPORT SERVICES

Remote support services may be offered to you over the telephone or via the Internet if your PC was built within the last four years, you have a working cable or DSL high-speed Internet connection, and your operating system is Windows 8 or newer. If you elect to receive remote support, then Orana Technology Services remotely logs on through your high-speed Internet connection to view your computer desktop.

Orana Technology Services stays in contact with you during every step of the process as your problem is resolved.

By electing to receive remote support, you agree to allow Orana Technology Services to use whatever tools deemed necessary to repair your computer, including remote access.

YOUR RESPONSIBILITY

You understand and agree that prior to contacting or allowing Orana Technology Services to perform diagnostic repair or other services on your computer, it is your responsibility to back-up the data, software, information or other files stored on your computer disks and/or drives.

You acknowledge and agree that Orana Technology Services shall not be responsible under any circumstance for any loss or corruption of data and/or software.

DOWNLOAD OF APPLICATIONS AND FILES

Orana Technology Services will not be held liable for any damages or losses (direct or indirect) from the download, installation and use of any software or file that is linked to or contained on this site and of any suggested applications or files recommended by the online support technicians of this site.

Files may be in the form of divers, service packs, patches, upgrades and the like.

SERVICE LIMITATIONS

Liability limitations to service: Orana Technology Services reserves the right to refrain from providing any or all requested remote services on the basis that your technical needs or other requirements are unusual or extensive and beyond the scope of this service agreement as reasonably determined by Orana Technology Services.

FORCE MAJEURE

If Orana Technology Services ability to render remote services is impaired by you or circumstances beyond the control of Orana Technology Services, We may choose not to provide or to discontinue remote services.

LIMITATION OF LIABILITY:

To the extent permitted by law, you agree that Orana Technology Services total liability for damages related to its remote services is limited to the total amount you pay for the remote services, and you release Orana Technology Services from liability for any indirect, incidental, special, or consequential damages. Orana Technology Services IS NOT LIABLE FOR LOSS, ALTERATION, OR CORRUPTION OF ANY DATA OR FOR YOUR INABILITY TO USE YOUR COMPUTER EQUIPMENT OR OTHER PRODUCT.

PAYMENTS

All online payments for this service are processed by third-party providers.

No credit will be provided for services not being used by the purchaser.

Chat with one of our techs for initial assessment and direction of what is the best service the purchase.

Non fixed prices service (PC / Server / Network) may require extra time to be purchased.

The Online Remote Support Terms and Conditions is to be read in conjunction with the Orana Technology Services General Terms and Conditions.

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Cyber Security Services

GENERAL SERVICES

Orana Technology Services. provides Cyber Security services which consist of the following

- Security Testing
- Forensics / Incident Response Services

These terms and conditions are to be read in conjunction with the Orana Technology Services- General Terms and Conditions.

At all times during and after engagement Orana Technology Services will keep all correspondence, reports, notes Confidential.

At no time will any outcomes or findings will be provided to any third party.

All work is conducted in accordance with Industry Best Practices.

Access to Client's commercial in confidence and confidential information may be required and will be treated as confidential information by Orana Technology Services.

The client agrees that any actions to rectify and changes their environment will be auctioned at the discretion and liability of the Client.

SECURITY TESTING

The Client warrants that it is aware of the following;

- 1) simulating or performing controlled Cyberattacks on client's systems
- 2) deliberate attempts to penetrate the security of the client, which may be a third party
- 3) Red Teaming
- 4) deliberately allowing unauthorised access to the Clients Systems for the purpose of analysing threat exposure
- 5) acts that may put the Client in breach of third-party agreements.

FORENSIC / INCIDENT RESPONSE SERVICES

The Client;

- 1) warrants that it is aware of the nature of the Digital Forensic Services and that should Orana Technology Services form a reasonable belief or identify evidence of serious criminal conduct during an engagement, Orana Technology Services may be required to notify law enforcement.
- 2) agrees to provide access to details, information logs and any other details that as may be required for Orana Technology Services data collection process.
- 3) Agrees any information and data provide by the client will true and accurate.
- 4) Agrees that Orana Technology Services may need access to live systems and network the conduct a live investigation.

REPORTS AND RECOMMENDATIONS

- 1) All reports and recommendations will be provided as commercial in confidence between the client and Orana Technology Services.
- 2) All reports will provide the evidence found and provided any recommendations implied or formally documents will be auctioned at the discretion and liability of the Client. Based on Industry best practices
- 3) Orana Technology Services will not be held liable for any Losses Directly or Indirectly for any client actions or inactions based on the findings and recommendations.