

# Arinda Technical Support Agreement

**THIS AGREEMENT is made between Arinda Holdings Pty Limited ABN 27 091 309 572 trading as Arinda Internet (“Arinda”) and its clients and customers (“the Client”).**

## 1. General

- 1.1. This Technical Support Agreement (“the Agreement”) aims to make clear the terms, conditions, and procedures (the “Terms”) by which Arinda Holdings Pty Limited, trading as Arinda Internet (“Arinda”) will provide technical assistance and support (“Support”) to its clients and their staff (“the Client”) and their end-users (“the Users”).
- 1.2. Arinda prides itself on its level of technical support, and will endeavour to help resolve any relevant technical support issue the Client may have. However, these Terms are designed to prevent abuse of our Support services, and to allow for fair and reasonable access to our technical support services.
- 1.3. The Terms of this Agreement are subject to change at any time without notice. The latest version of the Support Agreement will always be available online from the Arinda website.
- 1.4. Nothing in this Agreement shall replace or affect any manufacturer’s warranty on hardware, nor any third-party support plans.

## 2. Products and Devices Covered

- 2.1. Arinda will provide the Client with Support for any IT related device, equipment or service.
- 2.2. For the purposes calculating Support Plan pricing, the term Devices (“the Devices”) refers to every Surf Easy related product, including every kiosk user terminal, database server, pay-station, cashier, wireless hotspot, repeater, wireless access point, internet access controller, DSLAM, or other Surf Easy device which is licensed to or operated by the Client.
- 2.3. For the purposes of counting the number of Devices to determine the Support Cap and Support Plan Fees, a 24-port DSLAM will be counted as 2 devices, and a 48-port DSLAM will be counted as 3 devices. Individual modems connected to the DSLAMs will not be counted.

## 3. Support Methods

- 3.1. Arinda will provide Support via a variety of methods (“the Support Methods”), being:
  - i) Knowledge Base (an online directory of information and instructions)
  - ii) Support Ticket system (lodged through the Surf Easy Web Portal)
  - iii) Email ([support@surfeasy.net.au](mailto:support@surfeasy.net.au))
  - iv) Telephone (1300 882 780)
  - v) LogMeIn remote access software (<http://www.logmein.com/>)
- 3.2. The Knowledge Base is the only free Support available to all Clients.

- 3.3. To receive email, telephone or LogMeIn remote Support the Client must be subscribed to a valid Support Plan.
- 3.4. There is no on-site assistance included in any of the Support Plans. Separate charges apply if the Client wants on-site assistance.

#### 4. Call Costs

- 4.1. Arinda uses a 1300 number to provide on-call Support. This 1300 number is a standard local rate number. This means that the caller only pays a normal local call fee regardless of where they call from in Australia.
- 4.2. The cost to the caller when making a call to the Arinda 1300 number is determined by the caller's telephone company and their particular contract/plan. For any fixed land line phone within Australia, the caller only pays a standard normal local call fee. Callers using a mobile phone will pay a rate that is determined by their mobile service provider, and in most cases a call from a mobile phone is charged per minute.
- 4.3. Whoever calls Arinda for support is responsible for their own calls costs associated with making that call. Arinda will not refund or reimburse any party for their call costs associated with calling Arinda for support.
- 4.4. Arinda does not operate a call-back service. The Client must call Arinda if they wish to receive support over the telephone.
- 4.5. If the Client is using Arinda to provide direct end-user support, then it is highly recommended that the Client displays the following text wherever the Arinda 1300 number appears:

*Calls to the technical support 1300 number from anywhere in Australia are the cost of a local call.  
Local call charges vary depending upon your telephone service provider, and calls from mobiles may incur a higher charge or charge per minute depending on your phone plan.*

#### 5. Knowledge Base

- 5.1. The Knowledge Base is an on-line directory of information and instructions available to the Client from the Surf Easy Web Portal.
- 5.2. The Knowledge Base is provided free of charge to every Client regardless of whether or not they are currently subscribed to a Support Plan. The Knowledge Base is accessible at any time by logging into the Web Portal.
- 5.3. The purpose of the Knowledge Base is to allow the Client to resolve their support issues directly themselves, without needing to contact Arinda.
- 5.4. The Client can request a new article to be written for the Knowledge Base by submitting a request through the Knowledge Base itself. Arinda will review the request, and if the information requested would be of benefit to other clients, then Arinda will prepare and upload a new Knowledge Base article on the requested topic.

**6. Free Support with a qualifying purchase**

- 6.1. A new Client may qualify for 2 hours free Support during Business Hours with their first purchase of certain Surf Easy products. This allocation of free Support is valid for 3 months from the date of the Client's first purchase. This free allocation of Support is limited to the Client's first purchase from Arinda.
- 6.2. From time-to-time, Arinda may bundle allocations of free Support with certain products. Any such allocation of additional Support hours will be added to the Client's current Support Cap, and will be valid for the remainder of their current Support Period.

**7. Support Coverage Hours**

- 7.1. All times quoted in this Agreement are based on Queensland Standard Eastern Time. Please note that Queensland does not currently observe daylight savings time.
- 7.2. Business Hours are considered to be from 9am to 5pm, Monday to Friday, excluding weekends and all national and Queensland public holidays ("Business Hours").
- 7.3. After-Hours are considered to be from 5pm to 8pm on Monday to Friday, and any time on weekends, and any time on any national or Queensland public holidays ("After-Hours").

**8. Ad-hoc Support**

- 8.1. If the Client is not subscribed to a current Support Plan, or if they have no remaining Support Cap Balance, then the Client may purchase ad-hoc Support when needed at an hourly rate ("Ad-Hoc Support").
- 8.2. The current rates for Ad-Hoc Support are \$125 per hour during Business Hours and \$250 per hour for After-Hours. These rates are subject to change without notice. Please see the Arinda website for the latest rates.
- 8.3. The minimum charge for Ad-Hoc Support during Business Hours is 15 minutes, and for After-Hours is 30 minutes.
- 8.4. The Client must provide a valid credit card before any Ad-Hoc Support will be provided. The final total charge for the Support will be charged to the credit card at the end of the support issue.

**9. Support Plan Period**

- 9.1. Each Support Plan subscription is valid for 12 months ("the Support Period").
- 9.2. Even if the Client is eligible to pay by the month, they are still subscribed to the Support Agreement for the entire Support Period.

**10. Pay by the month**

- 10.1. The Client must pay for their Support Plan annually in advance.
- 10.2. If the Client's Support Plan Fees total \$700 or more per year then the Client may choose to pay by the month.

- 10.3. If the Client chooses to pay by the month then Arinda will charge a monthly administration fee to cover the extra workload and administration costs for the monthly invoicing. This administration fee is currently \$7.50 per month.
- 10.4. Even if the Client chooses to pay by the month, they are still on a Support Agreement for the entire Support Plan Period (i.e. 12 months), and therefore they must make regular recurring monthly payments until the end of the Support Period. The Client cannot terminate the Support Agreement before the end of the full Support Plan Period.
- 10.5. If the Client chooses to pay by the month, then their total Support Cap for the entire year shall be equally divided into 12 months, and this Monthly Support Cap will then apply as the Support Cap for each month. The Client cannot carry forward one month's Support Cap into another month. Therefore, any unused Support Cap time at the end of each month is forfeited.

## **11. Support Caps**

- 11.1. All Support Plans include an allocation of a certain number of hours of Support ("the Support Cap"). This includes a certain block of included time, plus additional time for each extra Device covered by the Support Plan.
- 11.2. The Support Cap is the maximum amount of time that the Client can receive Support from Arinda during the Support Period.
- 11.3. As per clause 10 above, if the Client chooses to pay by the month then their annual Support Cap will be divided by 12 to determine the Monthly Support Cap, and this will then become the maximum amount of time that the Client can receive Support from Arinda during any month. Any unused Support Cap time at the end of the month will be forfeited, and does not carry forward to the next or future months.
- 11.4. Every time Arinda provides Support to or on behalf of the Client, Arinda will create a record in the Support Log in the Surf Easy Web Portal. The Support Log will record the amount of time spent resolving each support issue. This time will be deducted from the Client's current Support Cap.
- 11.5. If the Client is subscribed to either of the Extended Hours Support Plans (i.e. the Extended Plan or the Premium Plan) then any Support provided After-Hours will be counted and deducted from the Client's current Support Cap at the rate of double time.
- 11.6. If the Client exceeds the Support Cap before the end of the Support Period then Arinda will invoice the Client for the excess time at the base hourly rate of their Support Plan. Any such excess time beyond the Support Cap cannot be deducted from a new or future Support Plan.
- 11.7. Any unused balance of the Support Cap ("the Support Cap Balance") remaining at the end of the Support Period is forfeited, and does not accumulate or roll-over into any further subscription renewal.

## **12. Support Plans**

- 12.1. Arinda offers two main types of Support Plan, being Business Hours Support Plans and Extended Hours Support Plans. Generally speaking, the Business Hours Support Plans (being the Lite Plan and the Standard Plan) provide the Client with Support during Business Hours. The Extended Hours Support Plans (being the Extended Plan and the Premium Plan) provide the Client with Support during both Business Hours and After Hours.

12.2. The Client must subscribe to the same Support Plan for all their Devices.

*For example, the Client cannot subscribe to a Lite Plan for some of their internet cafe terminals, and an Extended Plan for their other internet cafe terminals.*

12.3. Arinda currently offers the following Support Plans. These Support Plans are subject to change without notice. More information on the Support Plans is available from the Arinda website.

**i) Lite Plan**

Support during Business Hours. This plan includes 1.5 hours of Support for the first 3 Devices, and additional Devices cost an extra \$45 per year, which includes an additional allocation of a further 30 minutes of Support. There is no included Support for After Hours, so any Support provided After Hours is charged at the full Ad-Hoc Support rates.

**ii) Standard Plan**

Support during Business Hours. This plan includes 5 hours of Support for the first 10 Devices, and additional Devices cost an extra \$35 per year, which includes an additional allocation of a further 30 minutes of Support. There is no included Support for After Hours, so any Support provided After Hours is charged at the full Ad-Hoc Support rates.

**iii) Extended Plan**

Support during Business Hours and After Hours. This plan includes 10 hours of Support for the first 5 Devices, and additional Devices cost an extra \$155 per year, which includes an additional allocation of a further 2 hours of Support. Any Support provided After Hours is calculated and deducted from the Support Cap at the rate of double-time.

**iv) Premium Plan**

Support during Business Hours and After Hours. This plan includes 20 hours of Support for the first 10 Devices, and additional Devices cost an extra \$145 per year, which includes an additional allocation of a further 2 hours of Support. Any Support provided After Hours is calculated and deducted from the Support Cap at the rate of double-time.

12.4. Arinda reserves the right to vary the Support Plan pricing at any time, but any new Support pricing will take effect at the end of the Client's current Support Period.

### **13. Support Plan Fees**

13.1. Support Plan Fees are calculated based on the Client's choice of Support Plan and on the number of Devices.

13.2. The Client may choose to subscribe to a higher level Support Plan even if they do not have the included number of Devices so that they can then receive a higher included Support Hour Cap.

13.3. Where new Devices are purchased or deployed during the Support Period, then the subscription fee for those Devices will be due and payable at the time of purchase, and will be charged at a pro-rata rate from the date of purchase to the end of the Support Period.

#### **14. Outsourcing of Support**

- 14.1. Arinda may use any third party suppliers and contractors for the supply of support services ("Third Party Suppliers").
- 14.2. The Client agrees that they will not directly contact any of Arinda's Third Party Suppliers for any reason unless specifically instructed to do so by Arinda. The Client agrees that if they do contact one of Arinda's Third Party Suppliers that they will be liable for all costs imposed on Arinda by those Third Party Suppliers.
- 14.3. The Client can use their own IT contractors, but Arinda reserves the right not to provide Support for issues it determines are caused by the use of those third party contractors or suppliers.

#### **15. Support Service Exclusions**

- 15.1. The Support Plans specifically exclude assistance for any of the following:
  - i) any on-site work or site visits (these services are available for a separate fee)
  - ii) any replacement hardware parts or physical repairs (these may be covered separately by product warranties or otherwise are available for a fee)
  - iii) any shipping, transport, travel or freight charges incurred in providing the Support
  - iv) any custom programming, artwork, graphic design, or web design work, including custom pictures or web pages
- 15.2. Arinda can provide the services listed at item 15.1 for a separate fee per hour, plus shipping, incidentals and travel expenses, however not all of these additional services are available in all areas.
- 15.3. The Client can request new features or changes to the Surf Easy products and services, but such modifications are outside the scope of the Support Plan, and will be treated as a product improvement suggestion. Arinda maintains full discretion over what suggestions are implemented, and the time line for implementation.

#### **16. Outstanding Invoices**

- 16.1. Arinda reserves the right not to provide Support to the Client if they have any overdue or outstanding invoices or money owing to Arinda. In such cases, the Client must pay all overdue invoices owed to Arinda before Arinda will continue to provide Support.

#### **17. Use of Arinda's name, logos and trademarks**

- 17.1. Unless otherwise agreed in writing, the Client must not use the Arinda or Surf Easy or Internet Here name, logos or trademarks. Nothing in this Agreement gives the Client the right or permission to use those names, logos or trademarks.
- 17.2. Nothing in this Agreement is creating any relationship of employee, partnership, principal and agent, or joint venture with the Client and the Client remains independent from Arinda. Additionally, the Client must not in any way maintain or give the impression to any third party that it has the relationship of employee, partnership, principal and agent, or joint venture with Arinda.

## 18. Service Levels and Response Times

- 18.1. Arinda will use their best endeavours to provide the Client with sufficient Support to resolve the support issue.
- 18.2. Arinda will use its best endeavours to ensure Support is readily available during Support Hours, however this is not guaranteed.
- 18.3. The Client understands that Arinda may not always be able to answer every support call. The Client understands that Arinda may use voice-mail and other recorded messaging services on their telephone support line.
- 18.4. There are no service level guarantees for the supply of Support. There are no minimum or standard response times.
- 18.5. Arinda is not responsible for any call costs incurred by the Client in resolving any support issue. Arinda does not operate a call back service, except in the event that Arinda was unable to immediately answer the call during the Support Hours in which case Arinda will call the Client back.

*For example, the Client cannot email or SMS Arinda asking for Arinda to call the Client back. The Client is expected to call Arinda if they want to receive assistance over the phone. However, if the Client calls Arinda and Arinda cannot answer the call and the Client leaves a message, then Arinda will call the Client back.*

## 19. Priority of Response

- 19.1. All requests for support will be placed in a queue and will be prioritised by their urgency, taking into account the impact on end users and the number of users or terminals affected.
- 19.2. Arinda has the sole discretion in the prioritising of all support issues.

## 20. Support Time Recording

- 20.1. All support related activity is counted by Arinda in minutes.
- 20.2. The minimum time recorded for any single support activity shall be 1 minute.
- 20.3. For the purposes of calculating the time spent working on a support issue, the following practices will be followed:
  - i) All time spent by Arinda working on a support issue will be recorded;
  - ii) Any time spent by the Client working on a support issue will not be recorded by Arinda;
  - iii) Where the Client or a User sends an email to Arinda about a support issue then 1 minute will be recorded for reading and lodging that email into the Support Ticket system;
  - iv) Where the Client or a User calls Arinda, or vice versa, about a support issue then the actual total time spent on that call will be recorded;
  - v) Where Arinda has to call a third-party supplier in relation to a support issue, such as an ISP or telco or third-party product support, then the actual total time spent on that call, including any time waiting on-hold, will be recorded;
  - vi) Any time spent by Arinda escalating, delegating, or discussing a support issue internally amongst its staff will not be recorded;
  - vii) Any time spent by Arinda training its internal staff to handle the support issue will not be recorded.

- 20.4. Where an Arinda staff member can work on multiple support tasks at a time, then only the actual time spent on each individual task will be recorded. For example, if updates are being run on a machine over several hours and the staff member only has to occasionally monitor the machine during that time, then only the actual time spent working on the machine will be recorded.
- 20.5. Where the support issue relates to a non-standard product purchased from a third-party, then Arinda may record the time spent researching and learning about that product in order to support it. For example, if the Client uses a piece of hardware purchased from another vendor that is not available for purchase from Arinda, and Arinda staff have to lookup information on how to access, manage, configure or generally support that device, then Arinda may record the time spent learning about that device as part of the time deducted for that support issue.
- 20.6. In the event that Arinda is too busy to action a support request during Business Hours, and instead works on the issue After-Hours, then the time spent resolving the issue will only be deducted at the normal Business Hours rate. However, where a Client's device is in use or otherwise unavailable during Business Hours, and is only free to be accessed by Arinda during After-Hours, then the normal After-Hours time calculations shall apply.
- 20.7. If the Client lodges a support request After-Hours then, unless otherwise indicated, Arinda will assume that the Client agrees for the support work to be completed either After-Hours or during Business Hours. If the Client only wants specific issues to be looked at during Business Hours then they must clearly state so in each request for support.
- 20.8. Where a support related activity takes Arinda longer than usual to complete due to an error, omission, or oversight by Arinda, then Arinda will, at its discretion, discount the amount of time counted towards the Support Cap for that particular task.
- 20.9. Similarly, where a support related task takes an Arinda staff member longer to complete due to insufficient training on Surf Easy products then Arinda will, at its discretion, discount the amount of time counted towards the Support Cap for that particular task.
- 20.10. At Arinda's sole discretion, any time spent resolving a Support issue which is determined by Arinda to have been directly caused by a Surf Easy Server outage or by a bug within a Surf Easy software product will not be counted towards the Support Cap.

## **21. Direct User Support**

- 21.1. All Support Plans include direct Support to the Users. The Client can choose to handle the Users' Support directly themselves, or to outsource that Support to Arinda.
- 21.2. The Client may choose to display and promote the Arinda support telephone number and the Arinda support email address to their Users, and may direct users to contact Arinda directly for Support during the Support Hours. Any such display of the Arinda 1300 number or email address must also include a statement of the Support Hours.
- 21.3. When dealing with calls from Users, Arinda understands that it is in the Client's best interest to resolve the support call as quickly as possible, both to ensure customer satisfaction and also in order to reduce the support cost per User revenue.

- 21.4. Generally speaking, Arinda will aim to resolve any support call from a user within 7 minutes. To achieve this, Arinda will use the following methods:
- i) If the issue is with a particular Internet kiosk terminal then where possible we will move the User to an adjacent terminal and start a new user session, and flag the original terminal for later investigation; or
  - ii) Where possible, asking the User to power-cycle the internet kiosk terminal at the wall point in order to reset it; or
  - iii) Issue the User with an Access Code for use at a later time or at a different location.
- 21.5. The Client nonetheless hereby understands that by allowing the Users to contact Arinda directly they may find that their allocated Support Cap is used very quickly.

## 22. User Refund and Compensation Policy

- 22.1. All parties understand that from time-to-time the Users may experience an issue that impacts their use of the service provided by the Client. Such issues can either partially or completely affect their experience for a certain period (“the Period of Lost Service”), and in such cases it is appropriate to compensate or refund the Users in order to maintain customer satisfaction and retention.
- 22.2. For the purposes of clarity, a “Refund” is taken to mean a direct cash payment to a User or a reimbursement of money onto the User’s credit card. In general, Arinda will only Refund a User’s payment as a last resort. Instead, Arinda will first attempt to resolve a User’s complaint and/or offer the User Additional Credit to extend their access as a form of compensation. Only if no other mutually agreeable outcome can be reached will Arinda then Refund the User. If a Refund is given then any associated user accounts or Access Codes will be deleted.
- 22.3. For the purposes of clarity, “Additional Credit” is taken to mean giving the User additional credits on the Client’s system by way of additional time, additional account dollar balance, and/or additional download limits.
- 22.4. Any Additional Credit given to the User as compensation for a support issue will be determined at the discretion of Arinda taking into consideration the severity and impact of the loss of service. Such Additional Credit will generally be calculated as follows:
- i) Additional time will be given to the User up to the equivalent of twice the Period of Lost Service; and
  - ii) Additional dollar credits will be given to an internet kiosk user in proportion to the additional time or to cover any lost printing charges or other service charges that have already been deducted from their balance; and
  - iii) Additional download limits may be given where the service fault impacted the User’s traffic usage, and will be issued equivalent to twice the calculated impact.
- 22.5. Any Additional Credit given to a User as compensation for a support issue shall be done via one of the following methods (in order of preference):
- i) By generating and giving the user a unique Access Code containing a certain amount of time, dollar value and download limit, which can be used at any of the Client’s locations; or
  - ii) By adding time, dollar value or download limit to the User’s existing user account; or
  - iii) By adding credit directly to the internet kiosk terminal being used by the User.

- 22.6. The Client understands that where a User experiences a problem printing then the assistance provided by Arinda to resolve the issue may result in additional pages being printed that are not paid for by the User.
- 22.7. In the event that a User does not accept Additional Credit as compensation, and instead requests a Refund, then the Refund will be issued as follows:
- i) For Users who have paid by cash, Arinda shall contact the Client with instructions for the Client to make arrangements for the cash refund payment; and
  - ii) For Users who have paid by credit card, any refund given to a User shall be done either partially or in-full by directly refunding the User's credit card.
- 22.8. Arinda will use its best efforts to assess the authenticity of the User's complaint. But the Client should understand that in resolving a User's support issue in a timely manner, it is not always possible for Arinda to completely verify the veracity of the User's statements prior to giving the user Additional Credit.

### **23. User Payments**

- 23.1. For systems that only accept credit card payments, in the event that a User is unable to make a payment by credit card, Arinda may direct the Client to contact the user to make alternate payment arrangements, or may direct the Client to make a cash payment at an appropriate location approved by the Client.
- 23.2. Where a User paying by Credit Card made a mistake when purchasing or selecting an access plan then a full Refund will be given to the User if the associated user account or credits have not been used at all.
- 23.3. Where a User purchases an access plan but then later decides they would like to upgrade to a different plan, then Arinda shall upgrade the User and simply charge the User the difference in price between the two plans.
- 23.4. In the event that a coin-validator or note-validator is jammed or otherwise not operational, and no other terminals are available for accepting cash payment from a User, then Arinda may start a session for the User for free.
- 23.5. Where a User requests special pricing, a custom access plan, higher download limits, volume discount, or other differential treatment, then Arinda will first contact the Client for approval before giving access to the User.

### **24. Equipment and Hardware Repairs**

- 24.1. The Client can send their Devices back to Arinda for repair and maintenance. All time spent repairing, reimaging, reinstalling, or diagnosing the Device will deducted from the Support Cap. The Client will be responsible for all shipping costs.
- 24.2. If Arinda identifies that the Device needs hardware repairs or replacement parts then approval will be sought from the Client prior to the repairs taking place. Any such replacement hardware or parts will be charged to the Client separately.
- 24.3. Arinda can also assist the Client with lodging and progressing warranty repairs and warranty claims. The Client must understand that most warranties are back to base, and the Client will be responsible for all shipping costs.

## 25. Virus Infections and Hacking

- 25.1. Where Arinda determines that a Device is infected by a virus, malware, Trojan or other malicious software then Arinda will recommend that the Device be reimaged or reinstalled rather than attempting to remove the infection.
- 25.2. Where Arinda determines that a Device has been hacked then Arinda will recommend that the Device be reimaged or reinstalled. This is because the integrity of the system cannot be guaranteed, and it is best to wipe the system in order to ensure User security.

## 26. Client's Commitment and Undertaking

- 26.1. The Client understands that they have ultimate responsibility for their business. The Client is obviously responsible for providing and ensuring the ongoing management, maintenance and security of their Devices.
- 26.2. When reporting a Support issue to Arinda the Client understands and agrees to provide Arinda with as much information as possible to help diagnose and resolve the issue. Furthermore, the Client must provide Arinda with accurate and truthful information and keep Arinda informed of any changes thereto.
- 26.3. The Client understands that Arinda will help assist them to resolve the support issue, and that the Client may be required to complete certain steps and procedures themselves under the direction of Arinda support staff. The Client understands that Arinda may need to direct the Client or a third-party to complete some steps and procedures on-site.
- 26.4. The Client understands that some support issues may not be able to be fixed remotely, and may require the Equipment be sent back to Arinda for testing, diagnosis or repair. Alternatively, Arinda may recommend that a local IT technician be engaged by the Client to perform on-site work. Any shipping or freight charges, or on-site technician costs, are to be paid by the Client.
- 26.5. The Client agrees to install LogMeIn software on their terminals so that Arinda support staff can provide remote access assistance.
- 26.6. The Client agrees to configure, or to allow Arinda to configure, any network devices for remote access and management through any firewalls or gateways so that Arinda support staff can provide remote access assistance.
- 26.7. The Client agrees to provide Arinda with any passwords required for access to the Products so that Arinda can provide support.
- 26.8. The Client agrees to notify Arinda of any changes to passwords, user accounts or IP addresses needed to remotely access the Products and associated network.

## 27. Privacy Statement

- 27.1. Arinda will take care of any personal information the client provides us, in accordance with the Privacy Act 2001 and our Privacy Policy, which is available on the Arinda website at <http://www.arinda.com.au/>
- 27.2. The Client understands that they are also bound by the same Privacy Policy when dealing with User information.

**28. Indemnity**

28.1. The client indemnifies Arinda in respect of all costs, damages and/or loss whatsoever including any third party claims or costs, howsoever arising from any support issue. This clause survives termination of the Agreement.

**29. Termination and Expiration**

29.1. This Agreement will automatically terminate at the end of the Support Period.

29.2. Shortly before the end of the Support Period, Arinda will invoice the Client, requesting payment to renew the Support Agreement.

29.3. It is the Client's responsibility to notify Arinda before the end of the Support Period if they do not wish to renew their Support subscription.

29.4. Arinda reserves the right to terminate the Agreement at any time. If the Agreement is terminated by Arinda then Arinda will partially refund to the Client the Support Plan Fee in proportion of the number of days remaining in the Support Period or in proportion to the Support Cap Balance, whichever is smallest.

29.5. If the Agreement is terminated by the Client before the end of the Support Period then any remaining credit for the Support Plan Fee will be forfeited.

**30. Execution**

30.1. The Client is deemed to have accepted and executed this Agreement upon payment of their Support Fees or purchase of any product or service from Arinda.