

TERMS & CONDITIONS

INTERPRETATION - "You", "your", "yours", "customer", means the Customer detailed in the form. "We", "us", "ours", "workforce", "store", "salesperson", "The Good Guys" means **The Good Guys Discount Warehouses (Australia) Pty Ltd (ABN 48 004 880 657) ("The Good Guys")**. "Service (s)", "work", "installation", "service appointment", "scope of work", mean the Services performed by The Good Guys as set out in the form.

CHANGES, CANCELLATIONS AND REFUNDS - To make a change or to cancel your order, please contact The Good Guys store where your purchase was made. You must provide The Good Guys with 24 hours' notice prior to the scheduled Service that you wish to cancel or reschedule a service appointment. If you do not provide The Good Guys with the required notice for the service, The Good Guys may at its discretion charge you a cancellation or reschedule fee.

ADDITIONAL CHARGES - The Good Guys will provide you with an estimate of charges prior to performing work that may apply if your Service requires any additional service work. Payments for additional charges will be required immediately at the conclusion of us completing the service. Payment may be made by EFTPOS or cash. The Good Guys do not include any parts or accessories (for example, wire, cable, mounts, adapters or similar parts) in the course of providing the service.

COMPUTER USE - Some services may require that The Good Guys access your computer, including but not limited to Hard Drive Upgrades. If The Good Guys are required to access your computer in the course of providing the Service to you, to the extent permitted by law, The Good Guys will not be responsible or liable under any circumstances whatsoever for any loss or corruption of the data stored on your computer howsoever caused so we strongly advise that you backup your data before the Service is performed. The Good Guys will not back up any data on your computer in the course of providing the Service. When returning calls to schedule Customers must have a connected and operating broadband/cable Internet connection for this Service.

HARD DRIVE UPGRADE - The Good Guys hard drive upgrade Service changes over a hard disk drive to the upgraded drive. This means we will remove your existing hard drive (e.g. Hard Disk Drive) and install the upgraded drive, including migrating your Data – e.g. current operating system, application software and user data. This Service requires the computer to be accessed and components removed and replaced. The Good Guys assumes no responsibility for any loss of data that may occur on the Target Disk in the course of using this Service and will not be held liable for data recovery services. Even if the migration process fails, data contained on the Source Disk should not be affected as long as it remains intact. Operating System supported by this Service include Windows 7 (32/64-bit) Windows 8 (32/64-bit) Windows 8.1 (32/64-bit) Windows 10 (32/64-bit) or later. This Service does not include upgrades of any other components or software.

PRE-PAID SUPPORT - Measured in 15 min increments and expires after 6 months. Subject to Fair Use Policy below.

Prepaid subscription service Fair Use Policy

Excessive Use

You must use your Service in accordance with any requirements and restrictions to capacity or usage limits stated in the specific plan that you subscribe to for the use of that Service. We may limit, suspend or terminate your Service if you unreasonably exceed such limits or excessively use the capacity or resources of our Tech support in a manner which may hinder or prevent us from providing Services to other customers or which may pose a threat to the integrity of our programme.

What do we deem to be excessive?

- If your access to your Prepaid Tech Support - Service exceeds two times the average use of all users of the Service in a given month (excessive usage), we may contact you to discuss your usage of the Service.
- If your usage continues to be excessive, we may warn you that your Service may be terminated.
- If your usage continues to be excessive for a second month, then we may give you a final verbal or written warning that your usage is excessive.
- If your usage is excessive for three months in total, then we may terminate your service provided that we have contacted you at least twice to discuss your excessive usage and given you 30 days' notice that we may terminate your Service.

Personal Use

The Services are for your personal use only. If we have reasonable grounds to believe that you are using this Service for commercial purposes or giving another person(s) access to the Service, we may terminate the Service by giving you 30 days' notice.

Adverse Use

You must not use the Service in a manner which adversely affects another customer's use of the Service. If we have reasonable grounds to believe that this is occurring, we may suspend your Service without notice.

PROPRIETARY RIGHTS - The Good Guys respects the proprietary rights of software and hardware manufacturers and will not install or support unlicensed materials. The Services and the software and content provided with the Services, are protected by law including copyright, trademark, service mark, patent or other proprietary rights and laws. Certificate of Authenticity must be provided prior to installation.

IN HOME REMOTE PC SET UP - To help avoid possible corruption to the required manufacturers default settings and programs the good guys require all remote in home pc set ups to be accessed and completed within 28 days of the purchase date. For software installations, the good guys may accept "end user license agreements" (EULAS) on your behalf and you irrevocably authorise the good guys to accept any relevant EULAS on your behalf. Copies of EULAS are available upon request. Installations do not include re-installation of operating system or cost of any replacement hardware. Operating systems supported by this service include windows 7 (32/64-bit) windows 8 (32/64-bit) windows 8.1 (32/64-bit) windows 10 (32/64-bit) or later. You understand that remote connections can only be established for supported operating systems for remote software assistance and technical support must be able to locate the device information online in order to provide in home remote pc set up. When a customer is unable to follow or

understand instructions on the telephone or when a customer is unable to comprehend what is being asked of them, the customer may be referred back to staff within the good guys store for further assistance.

DISCLAIMER - The Good Guys will use its best efforts to deliver timely Service notwithstanding unpredictable scheduling volume spikes, unscheduled transport or sickness problems and other factors beyond our control, including but not limited to power failure, technical breakdowns and acts of God. The Good Guys will provide the service to the best of its ability, however, to the extent permitted by law The Good Guys make no guarantees as to the service quality nor does it accept responsibility and liability for ongoing service matters other than those provided for in these terms and conditions. If The Good Guys ability to render the Services is impaired by your failure to cooperate or circumstances beyond the control of The Good Guys, The Good Guys may choose not to provide the Services and where appropriate will provide you with a refund. Service can also be denied if dangerous or unhealthy conditions are present. The Good Guys will not disassemble, deconstruct or break down any product for haul-away even if necessary for removal. It is your exclusive responsibility to dispose of any goods that will be replaced by us in carrying out the Service.

LIMITATION OF LIABILITY & RELEASE - You acknowledge and agree that, except for direct property damage that results from our negligence, to the extent permitted by law, under no circumstances shall The Good Guys be liable to you or any other person for any damages, including without limitation, any indirect, incidental, special or consequential damages, expense, costs, data loss or corruption, or liability arising out of, or related to, the Services provided by The Good Guys or the installation, use of, or inability to use your products, goods or other services. To the extent permitted by law, in consenting to the performance of the Service you agree to release and hold harmless The Good Guys, its agent contractors and staff from and against any loss, liability or damage that you may suffer. As subject to your statutory rights, under the Australian Consumer Law or other similar State and Territory laws, where applicable, the liability of The Good Guys is expressly limited to repeat of the Service or the cost of the service being provided.

WARRANTY - We provide a 14 day limited Workmanship warranty on all labour included with our professional installation Services. This warranty does not include any warranty on parts or equipment. This warranty does not cover reinstallation or service work for replacement under manufacturers' warranty unless covered by The Good Guys service plan. Warranty may be voided if a customer makes changes to the system configuration or installation, additional charges may be assessed, if reported defect, is determined not to be, due to defect in workmanship. For software installations, The Good Guys may accept end user license agreements (**EULAs**) "End User License Agreements" on your behalf and you irrevocably authorize The Good Guys and/or its agents to accept any relevant (**EULAs**) on your behalf. Copies of EULAs are available upon request. Installation does not include re-installation of Operating Systems or cost of any replacement of hardware, The Good Guys strongly recommends having an Anti-virus software program running on your computer. This Warranty provision does not limit or affect your rights under the Australian Consumer Law.

UPDATES - We may update these terms and conditions from time to time to reflect our legitimate business requirements. These changes will be notified to You via our website at: www.thegoodguys.com.au

PRIVACY - The Good Guys have engaged various Third Party Service Providers to assist in the performance and management of its obligations under this Tech Support Plan. For this purpose and for the purposes associated with providing Services under this Tech Support Plan, You consent to The Good Guys providing third parties with Your contact details and information about Your Product. You consent to all of the uses and disclosures of your contact details and information described in The Good Guys Privacy Policy which can be accessed at www.thegoodguys.com.au/privacy-policy.

You further understand and consent to The Good Guys using and disclosing information about You to Third Party Service Providers (including to any person situated outside Australia) for the purposes of:

- (a) You being able to Receive Concierge Rewards;
- (b) providing Service and benefits in relation to Your Tech Support;
- (c) offering new products and Services related to the Tech Support to You.

You consent to these parties contacting You, including sending email, SMS, mail or making contact by telephone, for the purposes as set out above. You confirm You have the necessary authority to provide the information and to give the consent and that you are affirmatively consenting to the release of Your information and details for the above purposes associated with this Tech Support Plan.