



hotspotcomputers

Data Protection – IT Security

Terms Of Service

1. Introduction

Hot Spot Computers – Data Protection - IT Security is a subscription based service including but not limited to;

- Anti-virus
- Anti-malware
- Anti-phishing
- Firewall
- Web Content Control
- Security Policy Customisation Options

These Terms Of Service set out the conditions of use of the service, the responsibilities of Hot Spot Computers and You as a subscriber to the service.

These Terms Of Service are dated 20 October 2014. Changes to these Terms may occur from time to time. This version supercedes all previous versions. Continual use of the service is considered acceptance of the most current Terms Of Service.

2. Terminology Used In This Agreement

HSC-ITS; The Service; Hot Spot Computers – Data Protection - IT Security.

You; Your; is used as reference to the person, business or entity agreeing to this Service Agreement.

We; Our; HSC; Hot Spot Computers.

Service Agreement; these Terms Of Service and other referenced documents used to support these Terms Of Service.

Device; Devices; is used in reference to any and all computers, laptops, desktops, tablets, servers or mobile devices that You are agreeing to be supported by the HSC-ITS Service.

Service Period; the period that you are agreeing to sign-up for the service, renewal invoices will be sent prior to the next Service Period beginning. The Service Period options are Monthly (1 month), Quarterly (3 months), Yearly (12 months).

Free Service Period; the remainder of the month You sign-up in for the nominated Devices. Your paid Service Period begins on the 1st day of the following month unless otherwise authorized by Hot Spot Computers in writing.

Standard Security Policy; The HSC-ITS default, best practice security configuration.

Critical Security Advisories; includes the software product vendor and other accredited network security organisations.

Change Request; Request submitted by You for HSC to consider for making changes to The Service or Security Policy settings for your Device or Devices

3. The Agreement

Hot Spot Computers is providing a subscription based managed IT security service that includes aspects of Anti-virus, Anti-malware, Anti-phishing, Firewall, Web Content Control features.

You agree that any existing antivirus / antimalware software may be uninstalled as part of the HSC-ITS service enablement on your nominated Devices. This may be performed automatically during installation of the HSC-ITS Service to your device or devices.

You will not on-sell the HSC-ITS Service without prior written approval of Hot Spot Computers where a custom Service Agreement may be worked through to cater for your requirement.

The Free Service Period only applies to new Devices.

Hot Spot Computers is providing this service to customers located in Australia.

You will provide HSC with appropriate contact information for communication and billing purposes, this includes first and last name, email address and phone contact details.

HSC-ITS is a software technology that supports certain operating systems, device types and platforms. The supported platforms may change from time to time. You can check the support platforms list at <http://hotspotcomputers.com/its/faq>. If your operating system is not listed, please contact HSC to determine if your platforms are supported. The common platforms supported are Microsoft Windows (Desktops, Laptops, Servers) and Apple Mac OS.

HSC-ITS uses the Bitdefender Endpoint Security software product to provide the service, some components of this software will be installed on Your nominated devices.

Devices require internet access in order for The Service to function.

HSC-ITS will manage the licences of the software.

Termination or closure of your account will include relinquishing the software licence back to HSC. For removal of any doubt, HSC maintains ownership of the software licence at all times while your Devices are managed by the HSC-ITS Service.

HSC will provide you access to the installation software. HSC can install the software for you if feasible. Additional fees may be incurred if this involves a call out or other type of service provided to You by HSC.

HSC-ITS uses a Standard Security Policy setting configuration. Changes to the Standard Security Policy settings can be made on request. Current Security Policy settings can be requested by email or in-store at any time. Changes to the Standard Security Policy initiated by You is limited at one (1) Change Request per month unless otherwise negotiated.

The Standard Security Policy setting configuration is considered best practice and deemed appropriate for most Devices. HSC may update the Standard Security Policy settings from time to time. These changes will be communicated via email with reasonable notice prior to the changes taking affect unless Critical Security Advisories from recognized sources lead to emergency policy setting changes being required.

The HSC-ITS Standard Security Policy setting configuration will be enabled automatically once the software installed on your Device has authenticated to the Service.

Requests for adding additional Devices to Your Service Agreement can be made to HSC at any time via email or other agreed methods.

Requests for removing Devices from Your Service Agreement can be made to HSC at any time via email or other agreed methods.

HSC will send You reports via email from time to time showing how your Devices have fared since the previous reporting period. Reporting frequency and reporting format and contents may change from time to time.

Urgent Notifications will be sent via email showing discovered issues on an as-needed basis. If email appears to be significantly impacted by the issues HSC may attempt to contact You via other methods (such as phone) to notify you of the issue.

HSC provides flexible Service Period and payment options based on one of the following payment frequencies;

- Monthly
- Quarterly
- Annually

You will receive an Invoice via email for renewing your Service Period on or around the 20th of the last month in your current Service Period.

Payment for invoices are due by the due date on the invoice being the 1st day of the month of the next Service Period. If not paid by the due date, the HSC-ITS Service may be temporarily or permanently cancelled at the discretion of HSC. This will mean the licence for the software will be relinquished and the software providing the protection of Your Device or Devices will cease to function or may be removed.

Feedback or queries relating to The Service or these terms should be raised via email to ITS-Requests@hotspotcomputers.com.

4. Exclusions and Limitations

All express or implied warranties, representations, statements, terms and conditions relating to these Terms Of Service and to the The Service that are not contained in these Terms Of Service, are excluded to the extent permitted by law.

In particular, and without limiting:

- We do not guarantee that your use of The Service will be uninterrupted (for instance, your internet connection is outside of our control);
- We are not responsible for any loss, corruption or interception of data sent to or from The Service that occurs outside of our computer systems (such as those which occur while being sent over the internet); and
- We are not responsible for the quality and other characteristics of the Bitdefender software, we do however work with the vendor and will endeavour to have any identified issues resolved by the vendor wherever feasible.

5. Liability

To the extent permitted by law, Our maximum aggregate liability for all claims under, or relating to, these Terms Of Service or The Service whether in contract, tort (including negligence), under statute or otherwise will be limited to \$100.00 (Australian).

Nothing in these Terms Of Service limits Your rights under the Australian Consumer Law (being Schedule 2 to the Competition and Consumer Act 2010 (Cth))

To the extent permitted by law, We are not liable for, and no measure of damages will, under any circumstances, include:

- special, indirect, consequential, incidental or punitive damages; or
- damages for economic loss, loss of profits, revenue, goodwill, bargain, anticipated savings or loss or corruption of data,
- whether in contract, tort (including negligence), under statute or otherwise, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.

Our liability to You is diminished to the extent that Your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

To the extent that the Australian Consumer Law applies in respect of any services supplied via The Service then, to the extent those Services are not of a kind ordinarily acquired for commercial, personal, domestic or household use or consumption, Our liability for any failure to comply with a guarantee imposed by the Australian Consumer Law in relation to those services:

- may be limited to any one of the following as determined by HSC:
 - updating process or outputs delivered to You as part of The Service to correct the issue
 - credit to You for the agreed period of loss of service due to an issue where HSC is at fault up to the value described in this clause

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