



A to PC – Standard Terms & Conditions



A to PC – Standard Terms and Conditions (IT Services and Managed Services)

1. Definitions

In these Terms:

“A to PC”, “we”, “us” or “our” means A to PC (ABN [insert]).

“You” or “Client” means the person or entity receiving the services.

“Services” means any installation, configuration, monitoring, maintenance or support services we provide, including Home Internet Protection, firewall services and other IT services described in our forms and quotes.

“Agreement” means these Terms together with any signed Client Information Form, Managed Service Subscription Form, quote, or proposal we issue and you accept.

2. Scope of services

2.1 We will provide the Services described in the relevant form(s), quote or proposal you have accepted.

2.2 Unless expressly stated, our Services cover configuration, monitoring and remote support for the firewall and related software only. They do not include:

- (a) supply, repair or replacement of hardware (firewall appliance, switches, Wi-Fi access points, NBN or ISP equipment),
- (b) work on your ISP or NBN service or any third-party network, or
- (c) on-site call-outs, which are billed separately if required.

3. Your responsibilities

3.1 You are responsible for:

- (a) providing accurate and complete information in our Client Information Form and keeping us updated if your internet service or usage changes,
- (b) maintaining your ISP/NBN service and any required accounts or credentials (for example PPPoE logins), and
- (c) ensuring that devices are cabled as instructed so that traffic passes through the firewall for protection.

3.2 You must not use any Sophos Firewall Home license we configure for you to host or front a public-facing online business, online store or other public-facing commercial services from your home network. You must notify us if your usage changes.

4. Term and cancellation (managed services)

4.1 Managed services (including firewall monitoring and maintenance) are supplied on a month-to-month basis unless we agree otherwise in writing.

4.2 You may cancel a managed service by giving us at least 14 days' written notice.

4.3 We may cancel or cease providing a managed service by giving you written notice, including where it is no longer commercially viable for us to provide the service or where we cease offering that service generally.

5. Fees, invoicing and late payment

5.1 Fees for the Services are as set out in our current price list, quote, or Managed Service Subscription Form.

5.2 Unless otherwise stated, invoices are payable within 14 days of the invoice date.



5.3 If an invoice is not paid by the due date, a late fee of \$15.00 will be added to the invoice every 15th day it remains overdue, until it is paid in full.

5.4 If any invoice remains overdue (including any late fees), we may suspend some or all Services until all overdue amounts are paid in full.

5.5 All fees are quoted inclusive of GST.

6. Service levels and limitations

6.1 We will use reasonable care and skill in providing the Services but we do not guarantee that your systems or internet connection will be error-free, uninterrupted, or completely secure.

6.2 Security technologies (including firewalls and web filtering) reduce risk but cannot prevent all attacks, scams or malicious activity. You remain responsible for safe use of your systems and for maintaining appropriate backups of your important data.

6.3 Unless we specifically agree in writing, we do not provide 24/7 on-call support or guaranteed response times.

7. Hardware and third-party services

7.1 Any hardware we supply (such as firewall appliances, switches or access points) may be covered by a manufacturer's warranty. We will pass through any applicable manufacturer's warranty to you, but we are not responsible for the manufacturer's performance or warranty decisions.

7.2 We are not responsible for faults in third-party services such as ISP/NBN, cloud services, or equipment supplied by others. We may assist you in dealing with them as a separate, billable service.

8. Privacy and data

8.1 We will handle any personal information in accordance with our Privacy Policy available at <https://atopc.com.au/privacy-policy.php>.

8.2 In providing the Services we may access network logs, firewall logs and similar technical data. We use this data only to deliver and support the Services, diagnose issues, and improve our configurations.

9. Liability

9.1 To the maximum extent permitted by law, our liability to you for all claims arising out of or in connection with the Services or this Agreement (whether in contract, tort, statute or otherwise) is limited, at our option, to:

- (a) re-supplying the affected Services, or
- (b) paying the cost of having the Services re-supplied.

9.2 We are not liable for any loss of profit, loss of revenue, loss of data, or any indirect or consequential loss, except to the extent that such liability cannot be excluded under the Australian Consumer Law.

9.3 Nothing in these Terms excludes, restricts or modifies any consumer guarantees, warranties or conditions that cannot be excluded under the Australian Consumer Law.

10. Intellectual property

10.1 We retain ownership of all intellectual property in our tools, scripts, documentation and configurations that we use or create in providing the Services, except for any items you supplied to us.



10.2 We grant you a non-exclusive right to use any configurations and documentation we provide to you for your internal use while you are our client.

11. Confidentiality

11.1 Each party must keep the other party's confidential information confidential and not disclose it to any third party, except as required by law or to professional advisers on a need-to-know basis.

12. Force majeure

12.1 We are not liable for any delay or failure to perform our obligations where that delay or failure is caused by events beyond our reasonable control, including power failures, network outages, natural disasters, or major vendor outages.

13. Changes to these Terms

13.1 We may update these Terms from time to time. The updated Terms will apply to new Services and renewals after we notify you or publish the updated Terms on our website.

14. Governing law

14.1 This Agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.