



LYFISTRY TECHNOLOGIES PTY LTD

Annual Maintenance Contract (AMC) Agreement

This Annual Maintenance Contract (AMC) is entered into between:

Lyfistry Technologies Pty Ltd

Unit 6, Level 1, 8 Old Northern Road
Baulkham Hills, NSW 2153
Phone: 04891 51 555
Email: info@lyfistrytechnologies.com

ACN: 684 833 298

(Hereinafter referred to as the "**Service Provider**")

AND

The Client (any individual or business purchasing this AMC plan)
(Hereinafter referred to as the "**Client**")

1. Purpose

This agreement outlines the general terms under which Lyfistry Technologies will provide annual maintenance services as per the selected AMC plan (Basic, Standard, or Premium).

2. Scope of Services

Covered services include:

- Preventive maintenance (frequency based on selected tier)
 - Onsite and remote technical support as required
 - Health checks and basic diagnostics for the devices that are not under warranty by third party
 - Priority support (as per plan)
 - Discounted or included parts and labour (as per plan)
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3. Term

This contract is valid for **12 months** from the date of successful payment.

4. Fees & Payment

- The AMC fee is to be paid in full at the time of purchase.
 - No partial payments or refunds are permitted after 14 days from purchase.
 - Payment confirms the Client's acceptance of these terms.
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5. Responsibilities

Service Provider agrees to:

- Deliver timely and professional maintenance services.
- Respond to support requests within agreed response times as per the plan.

Client agrees to:

- Provide access to relevant systems and hardware.
 - Use equipment as per manufacturer guidelines.
 - Report issues promptly.
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6. Exclusions

This agreement does not cover:

- Accidental or physical damage
- Hardware or software which requires to be purchased by the third party
- Acts of nature, misuse, or unauthorized modifications
- Service warranty
- Services which are not in the scope of Lyfistry Technologies

- Services which require third party service
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7. Termination

1. 50% of the refund will be issued if the client terminates before 14 days of the purchase.
 2. No refund will be issued after 14 days of purchase.
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8. Limitation of Liability

The Service Provider is not liable for indirect, incidental, or consequential losses beyond the scope of services offered under this agreement.

9. Service Usage Terms

1. Session Duration

Each service session is limited to a maximum of one hour, unless otherwise agreed in writing prior to the session.

2. Included Services

The total number of service sessions included under this agreement is determined by the AMC plan selected (Basic, Standard, or Premium).

3. Additional Services

Any service provided beyond the included number of sessions will be charged at the Service Provider's standard rates in effect at the time of service. The Client will be informed and approval will be sought before additional charges apply.

4. Service Expiry

All included services must be used within the 12-month contract term. Any unused services will expire at the end of the term and cannot be carried forward, refunded, or redeemed.

5. Session Scope

Each session shall address a specific issue or scope of work as agreed upon prior to the appointment. Multiple unrelated tasks may require multiple service sessions.

6. Scheduling

All service sessions must be scheduled at least 24 hours in advance and are subject to technician availability. Emergency or same-day requests may incur additional charges.

7. Access and Availability

The Client is responsible for ensuring access to systems, equipment, or premises at the scheduled time. Failure to provide access or missed appointments without prior notice may be counted as a used session.

8. Delays and Extensions

If a task cannot be completed within the allocated time, the Client may request to:

- Extend the session at additional cost, or
- Book a follow-up session using the remaining included services or at additional cost.

9. Service Tracking

The Service Provider will maintain records of services delivered and sessions used. A summary of service usage will be available to the Client upon request.

10. Service Counting Policy

Each session is counted as one service unit, regardless of actual time spent. If the duration of service exceeds one hour, additional hours will be counted as additional service units and deducted from the total number of included services.

11. Service Time Disclaimer

The Service Provider does not guarantee the time required to complete any service task. The

duration of service depends on multiple factors, including the nature and complexity of the issue, the condition and responsiveness of the device or system, and any unforeseen technical complications.

12. Limitation of Responsibility for Loss or Damage

The Service Provider shall not be held responsible for any data loss, hardware damage, or software malfunction that may occur during the course of service, whether onsite or remote. While reasonable care will be taken, the Client acknowledges that certain risks are inherent in servicing electronic equipment and agrees to take appropriate backup and precautionary measures prior to any maintenance activity.

13. Unresolved Issues and Service Count Exception

If the technician is unable to resolve an issue due to technical limitations, unavailable parts, or manufacturer-specific constraints, the session will not be counted as a service. However, such exemptions are limited to a maximum of **two instances** during the contract term. Any subsequent unresolved sessions, regardless of outcome, will be considered as service units used.

10. Agreement Acceptance

By purchasing any AMC plan from Lyfistry Technologies, the Client confirms they have read, understood, and accepted the above terms and conditions.