

Terms & Conditions - Microsoft 365 Managed Plan

Effective for New and Existing Customers

Pricing: AUD \$1.00 per billable user per day ex GST

GST: 10% GST applies, making the current price AUD \$1.10 per billable user per day inc GST

1. Overview

1.1 These Terms & Conditions apply to the Microsoft 365 Managed Plan supplied by Expert IT & Telco to the customer.

1.2 This plan is designed for Microsoft 365 environments and includes selected Microsoft 365 administration, backup, protection, monitoring, and related support services as described in these terms, the applicable proposal, quote, order form, or service schedule.

1.3 This Service is limited to the customer's Microsoft 365 environment and does not provide complete business-wide cyber security, device support, network support, or incident response unless expressly agreed in writing.

2. Definitions

2.1 Billable User means an active Microsoft 365 user account covered by the Service.

2.2 Commencement Date means the earlier of:

- the date agreed in writing between the parties for the Service to begin; or
- the date Expert IT & Telco starts provisioning, configuring, onboarding, or delivering the Service for the customer.

2.3 Customer means the business entity accepting these terms.

2.4 Initial Term means the initial 12-month term referred to in clause 3.

2.5 Service means the Microsoft 365 Managed Plan supplied by Expert IT & Telco under these terms.

3. Term

3.1 The Service starts on the Commencement Date.

3.2 Unless otherwise expressly agreed in writing, the Service is supplied for an initial term of 12 months starting on the Commencement Date.

3.3 After the Initial Term, the Service will continue on a month-to-month basis unless terminated in accordance with these terms.

4. Pricing and Billing

4.1 The Service fee is AUD \$1.00 per billable user per day ex GST.

4.2 At the current GST rate of 10%, this is AUD \$1.10 per billable user per day inc GST.

4.3 Fees are billed monthly, based on:

- the actual number of billable users, and
- the actual number of calendar days in the relevant month.

4.4 By way of example, for 1 billable user:

- February with 28 days = AUD \$28.00 ex GST / AUD \$30.80 inc GST
- January with 31 days = AUD \$31.00 ex GST / AUD \$34.10 inc GST

4.5 For more than 1 billable user, the monthly fee is calculated by multiplying:

- the daily service fee,
- by the number of billable users,
- by the number of days in that month.

4.6 Charges begin from the Commencement Date. If the Service starts partway through a month, the first invoice may be calculated on a pro-rata basis using the daily rate and the actual number of billable users and days supplied in that month.

4.7 Unless expressly stated in writing in the applicable proposal, order form, service schedule, or invoice, no free trial, free month, rebate, credit, waiver, discount, or other special promotional arrangement applies.

4.8 Unless otherwise stated in writing, invoices are issued monthly and are payable within 7 days of the invoice date.

4.9 The customer must pay all fees, charges, and GST shown on invoices without set-off or deduction unless required by law.

4.10 If user numbers increase or decrease, monthly charges will be adjusted accordingly.

5. Microsoft 365 Licences

5.1 This Service does not include Microsoft 365 licences unless expressly stated in writing.

5.2 The customer must maintain valid Microsoft 365 licences for all relevant users throughout the Service term.

5.3 If licences are not active, suspended, expired, or misconfigured, Service delivery may be affected and Expert IT & Telco will not be responsible for resulting delays, limitations, or failures to perform the Service.

6. Included Service Scope

6.1 The Service includes Microsoft 365-related administration, backup, protection, and monitoring at a standard business support level, including where applicable:

- user onboarding and offboarding,
- password resets,
- basic account and access management,
- standard Microsoft 365 configuration changes,
- management of included backup services,
- monitoring of included protection and security features,
- basic restore assistance for supported Microsoft 365 data where recoverable.

6.2 The Service may also include selected Microsoft 365-related protection and monitoring features described in the applicable proposal or service schedule, such as:

- Microsoft 365 backup management,
- email security,
- collaboration protection,
- Microsoft 365 security posture monitoring,
- user and access administration.

6.3 Continuous or 24/7 platform-based monitoring may be included where supported by the underlying platform. Human support response is not 24/7 unless separately agreed in writing.

7. Exclusions

7.1 Unless expressly included in writing, the Service excludes:

- advanced troubleshooting,
- device, desktop, printer, or endpoint support,
- network, firewall, NBN, internet, or Wi-Fi support,
- cyber incident response,

- digital forensics,
- legal or compliance advice,
- complex migrations,
- custom security projects,
- onsite works,
- advanced remote support outside standard Microsoft 365 administration scope,
- support for third-party apps unless expressly included.

8. Additional Services

8.1 Work outside the included scope may be:

- quoted separately,
- provided under a separate IT support agreement,
- charged at our applicable hourly or project rates.

8.2 Expert IT & Telco may decline out-of-scope work unless separately agreed in writing.

9. Customer Responsibilities

9.1 The customer must:

- maintain valid Microsoft 365 licences,
- provide accurate and timely information,
- nominate authorised contacts,
- provide the access, permissions, approvals, and cooperation reasonably required for Service delivery,
- promptly notify us of user joins, exits, and access changes,
- maintain lawful use of Microsoft 365 and all related services,
- maintain appropriate internal policies, password hygiene, MFA settings, staff training, and endpoint/network controls outside the Service scope.

9.2 The customer remains responsible for:

- user behaviour,
- internal approvals,
- device and network security,

- legal retention requirements,
- checking that restored data is complete and suitable for its needs.

10. Backup, Security, and Shared Responsibility

10.1 Expert IT & Telco will use reasonable care and skill to deliver the included Microsoft 365 administration, backup, protection, and monitoring services.

10.2 However, no online service, backup system, monitoring tool, or security configuration can guarantee:

- uninterrupted availability,
- 100% protection from cyber threats,
- 100% prevention of data loss,
- 100% detection of all malicious activity.

10.3 Microsoft and other online platforms may experience outages, disruptions, delays, sync issues, corruption events, retention limits, third-party failures, or other service interruptions outside our control.

10.4 The Service is intended to improve the customer's Microsoft 365 backup, protection, and monitoring position, but it is not a guarantee against all security incidents, outages, user errors, configuration issues, or data loss events.

10.5 This Service is an entry-level to mid-level Microsoft 365 protection and management service, not a substitute for broader business-wide cyber security, incident response, endpoint protection, or compliance programs unless separately contracted.

11. Third-Party Platforms and Subcontractors

11.1 Expert IT & Telco may use third-party vendors, cloud platforms, software providers, data centres, and subcontractors to deliver all or part of the Service.

11.2 Expert IT & Telco remains the customer's contracting party, but Service delivery may depend on the availability, limits, and performance of those third-party systems.

11.3 Where an upstream vendor or platform imposes technical, service, retention, licensing, or territory limitations, the Service may be subject to those practical limits.

12. Fair Use

12.1 This Service is intended for standard business use within the included scope.

12.2 If usage is unusually high, administratively excessive, commercially unreasonable, or materially outside normal small to medium business use, Expert IT & Telco may conduct a service review and propose revised pricing or scope on reasonable notice.

13. Suspension and Non-Payment

13.1 If an invoice is not paid by the due date, Expert IT & Telco may issue an overdue notice.

13.2 If payment remains outstanding 7 days after that notice, Expert IT & Telco may, without further notice:

- suspend the Service,
- cancel the Service immediately,
- refuse further work,
- refer the debt to a debt collection agency or solicitor.

13.3 The customer must pay all reasonable costs of recovery, including debt collection fees, legal costs, and administrative costs, to the extent permitted by law.

13.4 Expert IT & Telco may also suspend the Service immediately where reasonably necessary to protect security, comply with law, respond to fraud, or respond to a serious risk to systems or data.

14. Cancellation and Termination

14.1 During the Initial Term, the customer may terminate for convenience only on written notice, but an early termination charge may apply.

14.2 Any early termination charge will be limited to:

- unpaid fees accrued up to the termination date, plus
- the lesser of:
 - the remaining monthly Service fees for the balance of the Initial Term, or
 - our reasonable direct loss caused by the early termination, taking into account any costs saved by us.

14.3 After the Initial Term, either party may cancel the Service on at least 30 days' written notice.

14.4 A cancellation under clause 14.3 takes effect at the end of the applicable notice period, and charges will continue to apply during that notice period.

14.5 Expert IT & Telco may terminate immediately if:

- the customer seriously breaches these terms,
- the customer fails to pay,
- the customer uses the Service unlawfully,
- a third-party platform required to deliver the Service is withdrawn or materially limited.

15. Service Changes and Price Changes

15.1 Expert IT & Telco may update the Service, pricing, inclusions, or these terms on at least 30 days' written notice.

15.2 Any change will apply prospectively only.

15.3 If a notified change materially reduces the Service or materially increases price, the customer may cancel before the change takes effect without an early termination charge, unless the change is required by law, tax, Microsoft, or another upstream platform requirement outside our reasonable control.

16. Privacy and Confidentiality

16.1 Each party must keep the other's confidential information confidential and only use it for the purposes of the Service.

16.2 Expert IT & Telco may access customer systems, tenant settings, account data, and related information only as reasonably necessary to provide the Service, administer the account, troubleshoot issues, or comply with law.

16.3 Personal information will be handled in accordance with applicable privacy law and Expert IT & Telco's privacy policy and related privacy practices.

17. Liability

17.1 Nothing in these terms excludes, restricts, or modifies any rights or remedies that cannot lawfully be excluded under the Australian Consumer Law or any other applicable law.

17.2 To the maximum extent permitted by law, Expert IT & Telco's total aggregate liability arising out of or in connection with the Service is limited to the total Service fees paid by the customer in the 12 months before the event giving rise to the claim.

17.3 To the maximum extent permitted by law, Expert IT & Telco is not liable for indirect, consequential, special, incidental, or loss-of-profit damages, including loss of revenue, opportunity, goodwill, or business interruption.

17.4 Expert IT & Telco is not liable for loss or damage caused by:

- Microsoft or other third-party outages,
- customer actions or omissions,
- third-party apps or services outside the Service scope,
- customer device, network, internet, or endpoint issues,
- customer failure to maintain valid licences or follow reasonable security practices.

18. Notices

18.1 Any notice under these terms must be in writing and sent by email to the relevant contact nominated by the parties.

18.2 A notice is taken to be received when it becomes capable of being retrieved by the recipient's mail server.

19. Governing Law

19.1 These terms are governed by the laws of Victoria, Australia.

19.2 The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.

20. Acceptance

20.1 By signing an order, accepting a proposal or order form, requesting commencement of the Service, using the Service, or paying an invoice for the Service, the customer agrees to these Terms & Conditions.