



# Delagator

## Back Office Support

[www.delagator.com](http://www.delagator.com)  
[support@delagator.com](mailto:support@delagator.com)

Corner Wynnum & Stanton Roads Tingalpa Queensland  
Phone: 61 7 31036448 Fax: 61 7 33050924

### Agreement of Terms and Conditions

By engaging Delagator Pty Ltd Australia Services (herein referred to as 'the Agent'), you expressly agree to the following standard terms and conditions:

#### 1. Subscriptions Billings.

Subscriptions are based on a minimum contract period as specified on the pack description. We understand that some months are busier than others. The monthly subscriptions are designed so you can use the allotted hours within any month. If you do not use all of the allotted hours within that month, we do not penalize you. These unused hours are carried over to the next month, right up till the conclusion of the contract, at which time any unused hours expire. Upon the rollover date of every calendar month, we will debit your credit card for the next monthly subscription. The date you subscribed is your ongoing rollover date. For those paying by direct credit to our US or Australian \$ dollar bank accounts, the funds must first be cleared prior to any work commencing.

#### 2. Notice of amendment

Should you plan to use more than the monthly allotted hours in any one month, we reserve the right to be notified 3 working days in advance of the requiring these excess hours/ skilled services. This provides us enough time to reschedule our workload. However, we will do our best to meet your needs.

#### 3. Refund Policy

A seven day trial period to evaluate service applies. If you are not happy with the service, you can cancel the membership on or before the 7th day and balance of any outstanding amount will be credited back to you

#### 4. Termination fees

After the 7 day cooling off period, customers will be liable for a cancellation fee of a 50% of their balance outstanding, pro rated for the months remaining on their contract term. For example, a customer who wants to cancel 9 months into an 12 month contract may be required to pay a termination fee of 50% of the remaining 3 months

#### 5. Notice of approaching usage limits for subscription plans

Customers receive notification emails when they approach their monthly usage allowance limit.

- An email is sent when 50% of the monthly plan allowance has been used
- An email is sent when 75% of the monthly plan allowance has been used
- An email is sent when 100% of the monthly plan allowance has been use

#### 6. Pricing Policy

Delagator © Ltd has set the pricing of subscriptions at what is deemed to be a 'fair and reasonable' market rate. Delagator © reserves the right to increase prices at anytime as a last resort if necessary. Notice will be given in advance of any price changes. You will be entitled to terminate your contract at no penalty if you do not agree with the increase.

#### 7. Termination of Account

Termination reasons could include illegal activity, pornography, uploading of virus infected files or questionable material. If deemed necessary, for the reasons aforementioned, Delagator © reserves the right

to terminate accounts at will.

#### 8. Data Security

Client data security is of highest priority at Delagator, ensuring complete security of data during transmission. All agents work stations are 'dumb Terminals'. No hard disks or other storage devices for local data storage are available. Security guards are provided upon exit and entry. Agents are not permitted to carry any documents/paper out of their work area. They are also prohibited from bringing personal gadgets like mobile phones or PDAs to the work floor.

#### 9. Data Backup Integrity

Backup of data is the sole responsibility of the customer. Delagator is using 128 bit SSL encryption. Delagator © will accept no liability for the loss of customer data through general use, hacking or server failure. Delagator © will be responsible however for ensuring regular backup of the server itself. The servers currently backup 4 x daily and weekly to both local servers and a remote server location. 14 day retention and historical backups are available.

#### 10. Hours of work

Our standard hours of operation are AEST 9 am – 6pm. For work that you require outside these hours, up to 4 hours notice is required and a 10% surcharge to your time will be debited against your prepaid subscription for the hours used.

#### 11. Scope of Tasks

We do not distinguish between business and personal tasks. (Unless you are part of a company subscriber that instructs us not to do personal tasks for their staff)

#### 12. Account Management Fee

A \$10 Account Management Fee will be charged against your monthly account

#### 13. Provision of the Services:

Delagator Pty Ltd Australia is agent for Delagator Incorporated, Philippines (here on referred to as 'DELAGATOR'). All of DELAGATOR's services are provided under the Terms and Conditions. THE AGENT and DELAGATOR reserve the right to add, modify or discontinue any of its services or its features temporarily or permanently, without notice or liability to you. However, such changes in the terms shall be notified to you by posting the revised Terms on the website. You will be deemed to have accepted any change if you make an enquiry after the revised Terms have been posted. Once you have submitted an online order giving details of your enquiry, you will be contacted by DELAGATOR to request any additional information, and to provide a cost estimate and/or to confirm that the service can be carried out according to your specifications. Once we agree on the scope of the project/task, the timelines and the fees, we will assign an assistant/team to this engagement, subject to these terms and conditions;-

#### 14. Timing of Engagement:

It may take us 1-5 working days to start your project once we receive the subscription order, depending on resources availability.

#### 15. No warranty:

You hereby agree that the THE AGENT and DELAGATOR services and any research project or other materials



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you receive are provided "as is", "with all faults" and "as available" and are without warranty of any kind. While THE AGENT and DELAGATOR relies on sources that we believe to be reliable, we cannot rule out errors in judgment or application. THE AGENT and DELAGATOR is not responsible for any investment or other decisions of the client going wrong, based on exclusive usage of THE AGENT and DELAGATOR's research report. The reports are meant for general guidance of the client and not specific recommendations. THE AGENT and DELAGATOR shall not at any time be liable for any claims or losses of any nature, including but not limited to lost profits, punitive or consequential damages. In addition to the foregoing, THE AGENT and DELAGATOR does not provide any warranty against infringement or of title or quiet enjoyment.

#### 16. Agent

THE AGENT provides no liability for the services DELAGATOR provides.

#### 17. Disclaimer:

Under no circumstances shall THE AGENT and DELAGATOR be held liable or responsible for any loss of business, monetary loss and others that may be suffered by the Company due to any decisions taken by the client on inputs provided by THE AGENT and DELAGATOR. You agree to indemnify and hold THE AGENT and DELAGATOR its employees and consultants, harmless from any loss, claims, liability, damages or costs incurred during your business operations or based on the infringement of any intellectual property rights or proprietary right of a third party.

#### 18. Confidentiality & Non disclosure:

Neither party shall disclose to a third party, Confidential Information made available during the engagement. Confidential Information means information related to the Business (including third party information), which (i) is subject to privacy rules and regulations and/or derives economic value, from not being generally known to other persons (ii) is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain the secrecy of the information; and (iii) is identified by the Disclosing Party as "Confidential" and/or "Proprietary". Confidential Information also means any internal communication and emails between both parties. The obligations of confidentiality and non-disclosure will be honored even after the termination of this agreement, except as required by governmental authorities. The obligations of confidentiality shall not apply to any information that:

- (a) was known to either party prior to its disclosure by the Company without any obligation of confidentiality;
- (b) has become generally available to the public
- (c) may be required in any report, statement or testimony submitted to any governmental regulatory body
- (d) may be required in response to any summons or subpoena or in connection with any litigation; or
- (e) may be required to comply with any law, order, regulation or ruling applicable to either party.

In case of (c), (d), (e), THE AGENT and DELAGATOR will inform you prior to disclosing any confidential information

#### 19. Non-Solicitation:

For the period of this Agreement and three years after termination or Completion, each party agrees that it



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will not (through itself, affiliates, principals, or other related parties) solicit, for employment employ, consult with, utilize the services of, or in any other manner induce or influence, either directly or indirectly any employees of the other party or the employee's referrals to terminate their employment and work for themselves or any other person / entity either on full time or on part time basis or to perform services for such party or any person or entity related thereto.

#### 20. Independent Contractor:

THE AGENT and DELAGATOR is and will remain an independent contractor in its relationship with you. Nothing in these terms and conditions shall be deemed to have created a partnership, or joint venture partner or a contract of employment between THE AGENT and DELAGATOR and you.

#### 21. Further Documentation:

If any other agreements are necessary to enforce the intent of this document, both parties agree to execute such provisions or agreements upon request.

#### 22. Force Majeure:

THE AGENT and DELAGATOR shall have no liability for any failure beyond its reasonable control and without its fault or negligence including, but not limited to, acts of God, severe weather etc.

#### 23. Severability:

THE AGENT and DELAGATOR shall perform all services strictly in accordance with these terms and conditions and shall conform to all applicable laws of the state of Queensland , Australia . If any of these standard terms and conditions are held to be unenforceable or against public policy, by a competent Australian court, then that term alone shall be removed from this document and the remainder of these standard terms and conditions shall be deemed in full force and effect.

#### 24. Work required to be performed on these Public Holidays will attract a 15% surcharge to your time limit:-

NEW YEAR'S DAY  
GOOD FRIDAY  
LABOR DAY  
CHRISTMAS DAY

**Acknowledgment:** These terms together with the scope of work and fee schedule sets forth the entire agreement and understanding between the parties relating to the subject matter and supersedes all prior discussions or writings between the parties.