



Terms and Conditions, Service Level Agreement (SLA)

Smithtek hardware and Smithtek.cloud

Address: AMP, Tower Level 28/140 St Georges Terrace, Perth WA 6000

Hours:

Closes soon · 5 pm · Opens 9 am Tue

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1. Introduction

Welcome to Smithtek Pty Ltd. By purchasing our products or using our services, you agree to comply with and be bound by these Terms and Conditions. If you do not agree with these terms, you should not use our products or services.

All prices are in **Australian Dollars (AUD)**.

2. Company Information

- Business Name: Smithtek Pty Ltd
- Registered Address: AMP Tower, Level 28, 140 St Georges Terrace, Perth WA 6000, Australia
- Business Hours: Monday to Friday, 8:00 AM to 4:30 PM (Closed on weekends)
- Contact: Phone and online support only. No walk-ins or site tours permitted.

3. Products and Services

Smithtek Pty Ltd sells electronic hardware products, including:

- **Mako PLC** – A programmable logic controller for industrial automation.
- **PassPort Internet Gateway** – A remote communication device for industrial applications.

All products are manufactured in Perth, Western Australia.

We also provide a cloud-based platform:

- **Smithtek.Cloud** – A Platform-as-a-Service (PaaS) IoT solution for remote control and monitoring of data published and subscribed via the **PassPort** gateway. This service operates on the MQTT communications protocol.

4. Data Ownership

All data collected and transmitted using Smithtek hardware and software is **owned by the client**. Smithtek does **not** share, distribute, or sell customer data under any circumstances.

5. Cloud Service Availability (SLA)

Smithtek.Cloud operates with a **99.7% Service Level Agreement (SLA)**. However, availability may be affected by:

- **Mobile network providers**
- **Internet service providers**
- **Third-party email providers**, which may experience outages beyond our control

Software patches and updates will be announced on the **Smithtek website, LinkedIn, and Facebook**. Occasionally, software patches may cause minor temporary outages of the Smithtek.Cloud service.

6. Support and Training

- **Support Reaction Times:**
 - Weekday support inquiries will be responded to within **24 hours** and typically within a few hours if made by phone.
 - Weekend support is **special and not mandatory** for Smithtek to provide.
- **Training and Specialist Videos:**
 - Smithtek offers training sessions and specialist videos upon request.
 - A minimum of **7 days' notice** is required to organize and set up training sessions.

7. Shipping and Postage

- Orders are dispatched on **Wednesdays and Fridays**.
- Orders must be placed before **12:30 PM** on shipping days to be processed for dispatch on the same day.
- Orders received after **12:30 PM** will be processed on the next scheduled postage day.

8. Legal Compliance

- Customers must comply with **all applicable laws and regulations** when using Smithtek hardware, software, or services.
- Customers are **strictly prohibited** from transferring any data or content to the platform that violates copyrights, intellectual property rights, or other third-party rights.

9. Returns and Refunds Policy

At Smithtek Pty Ltd, we want you to be completely satisfied with your purchase. If for any reason you are not satisfied, you may return your product within **30 days of delivery** for a full refund of the purchase price (less shipping and handling charges).

To initiate a return, please contact our customer service department at **info@smithtek.com.au**. Please have your order number and the reason for the return ready when you call. Our customer service representative will provide you with a **Return Merchandise Authorization (RMA) number**, which must be included with your return.

To qualify for a refund, the product must be **in its original packaging and in resalable condition**. Smithtek Pty Ltd reserves the right to refuse a return or charge a **restocking fee** if the product is not returned in its original condition.

Smithtek Pty Ltd will **not** be responsible for return shipping charges unless the product is being returned due to an error on our part. We recommend that you use a **trackable shipping method** and insure the package for the full value of the product. Smithtek Pty Ltd will not be responsible for any **lost or damaged packages**.

Once we receive your return, we will process your refund within **5 business days**. Refunds will be issued to the original payment method.

If you have any questions about our returns policy, please contact us at info@smithtek.com.au.

10. Intellectual Property

- All **software, branding, and designs** related to Smithtek products and services are the exclusive property of Smithtek Pty Ltd.
- Customers are prohibited from **modifying, reselling, or distributing** Smithtek's intellectual property without prior written consent.

11. Customer Responsibilities

- Customers are responsible for **correct installation and use** of Smithtek hardware and software.
- Any **unauthorized modifications** or improper handling may void the warranty.
- Customers must ensure **adequate security** measures when using Smithtek's cloud services to protect their own data.

12. Dispute Resolution

- Any disputes must be resolved under the jurisdiction of **Western Australia, Australia**.
- Smithtek encourages dispute resolution through **mediation or arbitration** before pursuing legal action.

13. Indemnification Clause

- Smithtek is **not liable** for damages resulting from **misuse, unauthorized modifications, or third-party system failures** affecting operations.
- Customers agree to **indemnify and hold harmless** Smithtek from any claims arising from their improper use of hardware or software.

14. Subscription and Payment Terms for Cloud Services

- Smithtek.Cloud may require a **subscription fee**, billed on a periodic basis.
- Failure to pay subscription fees on time may result in **service suspension or termination**.
- Cancellations must be requested at least **30 days in advance**.

15. Termination and Security

- Smithtek reserves the right to **terminate any user or organization** from its cloud services, including PassPorts from the **Smithtek.io PassPort Manager VPN service**, without prior warning.
- Any **hacking, malicious use, or illegal activity** will be reported to the relevant authorities, and the user or organization will be removed from Smithtek services.

16. Warranty

Smithtek Pty Ltd warrants to the original purchaser that this product will be free from defects in workmanship and materials, under normal use and conditions, for a period of **one (1) year** from the original invoice date. This warranty is **non-transferable**.

During the warranty period, Smithtek Pty Ltd will, at its sole discretion, **repair, replace, or refund** the purchase price of any defective product that is returned to us in accordance with our return policy. Smithtek may use **new or refurbished parts or products** to fulfill its warranty obligations. The customer is responsible for all **shipping and handling fees** associated with returning the defective product.

This warranty **does not** cover:

- Damage resulting from misuse, abuse, negligence, accidents, or improper use or installation
- Aesthetic damage such as scratches, dents, or stains
- Normal wear and tear
- Damage resulting from unauthorized repair or modification
- Dissatisfaction due to buyer's remorse
- Damage resulting from natural disasters, fire, theft, or acts of God
- Any condition resulting from incorrect or inadequate maintenance or care

This warranty is in lieu of all other warranties, express or implied, including any **implied warranty of merchantability or fitness for a particular purpose**. In no event shall Smithtek Pty Ltd be liable for any indirect, special, incidental, or consequential damages arising from the use of this product.

To make a warranty claim, please contact our customer support team at www.smithtek.com.au/support. You may be asked to provide proof of purchase, including the model number and original dated sales receipt.

This warranty gives you **specific legal rights**, and you may also have other rights which vary from state to state or province to province.

17. Force Majeure

Smithtek shall not be liable for any damages resulting from **force majeure events**, including but not limited to:

- Natural disasters (storms, fires, floods, etc.)
- War, strikes, or civil unrest
- Virus attacks or cybersecurity threats
- Epidemics or pandemics
- Disruptions in public communication or transportation infrastructure

18. Modifications of Terms and Conditions

Smithtek reserves the right to **modify these Terms and Conditions** as long as the changes do not cause an unreasonable disadvantage to the customer. Customers will be notified of any changes with a minimum notice period of **30 days**.

By continuing to use our products and services, you acknowledge and agree to these Terms and Conditions.