



## Victory LAP - Terms and Conditions

Victory LAP (Longevity and Advanced Protection) is a service provided by Victory ICT Services. It is designed to help increase the longevity of devices, as well as providing them with advanced protection from cyber-threats. It does so by the use of the Itarian Managed Service Provider and Comodo Cybersecurity software suites.

### Permissions

By agreeing to these Terms and Conditions, you hereby give Victory ICT Services permission to:

- Install and configure the Victory LAP software on the device/s of your choosing.
- Remove any other software from your device which may interfere with the operation of the Victory LAP software (eg existing anti-virus programs). Victory ICT Services takes no responsibility for any effect this has on existing subscriptions or software licenses that are owned by you.
- Use the Victory LAP software to obtain information on the current state of the device. This excludes any personal information or data on the device, for which express permission must be provided by you before this can be accessed.
- Send remote commands to the device for the purposes of improving its usability, lifespan and security. Where possible, Victory ICT Services will provide notice if any commands sent to the device are likely to be visible to or interfere with the regular operation of the device by the end-user.
- Obtain payment from you for the provision of the Victory LAP service as per the price agreed to between yourself and Victory ICT Services.
- Remove the Victory LAP software at their discretion, only with prior written notice.
  - If this is due to the ending of a Victory LAP subscription, the Cancellation and Refund terms below apply.
  - Once the Victory LAP software has been removed, Victory ICT Services takes no responsibility for the running of the device or its protection from cyber-threats.
- Make changes to these Terms and Conditions at any time, with 7 days of notice given prior. During this time of notice (as at any time), you are entitled to end your subscription by advising Victory ICT Services via email, and the refund policy will apply.
- Contact you via phone or email regarding the device or your Victory LAP subscription.
- Send you emails or text messages about Victory LAP or other products/services available from Victory ICT Services. You can opt out of this at any time by replying STOP to the text or email.

### Liability

While Victory ICT Services installs and uses the aforementioned software as part of the provision of the Victory LAP service, it does not take any responsibility for the effects said software may or may not have on the device itself. This includes the protection from cyber-threats by the Comodo Cybersecurity software.

Where possible, Victory ICT Services will assist to resolve any issues arising from the use of the software or the failure of the software to prevent the effects of a cyber-attack, with the assistance of Comodo Cybersecurity. Victory ICT Services reserves the right to charge for such services, as this is beyond the scope of the Victory LAP service (see Scope section below).

Payment for the Victory LAP and other services provided by Victory ICT Services are facilitated through Stripe. Victory ICT Services accepts no liability for any loss or damages that may arise from use of this system to process payments for services.

# Scope

## Inclusions

The following is included as part of the Victory LAP service:

- Provision, monitoring and regular updating of Comodo Cybersecurity software (anti-virus, firewall, auto-threat containment etc - licensed through Victory ICT Services), including the running of regular scans of the device.
- Victory LAP Agent (Communication Client) software, which is used to facilitate the provision of the service (eg device monitoring, sending of remote commands, running of remote control sessions etc). This also includes a function for submitting a ticket to Victory ICT Services advising of any issues or making requests relating to the device.
- Monitoring and regular checking of device health including:
  - Sending of remote commands to remediate device issues & improve device health.
  - Notification sent to you via email if there is a major issue with the device, with options of how it can be remediated (and associated costs).
- Scheduling and automated installation of updates for Operating System and Third-Party applications, to help prevent them from installing at inconvenient times. They will generally be set to be installed on weekends, to prevent impact during the week. Where possible, a notification will be displayed on your device advising when there is a need to reboot the device, and giving you the option to choose when it is done.

## Exclusions

The following is not included as part of the Victory LAP service:

- Remote Support (eg remotely viewing the screen and controlling the device). Provision of Remote Support, while being quicker & easier with the use of the Victory LAP Agent, is chargeable at Victory ICT Services standard rates.
- Software installations. Provision of this service is chargeable at Victory ICT Services standard rates.
- Hardware or Software repairs, changes or upgrades to the device.
- Any other requests for service made to Victory ICT Services which do not fall under the Inclusions listed above. This is at the sole discretion of Victory ICT Services.

For all exclusions, you will be advised beforehand of the costs for service, and given the option to accept or decline. Failure to do this by Victory ICT Services will result in you not being charged for any services which were rendered without your approval.

## Cancellations and Refunds

If you are in any way dissatisfied with the Victory LAP service, you may request to cancel your subscription at any time. This must be done in writing by way of an email to [service@victoryict.com.au](mailto:service@victoryict.com.au), and can be done for all or some of the devices you have subscriptions for.

Upon cancellation of your subscription (whether initiated by yourself or Victory ICT Services), Victory ICT Services will refund to you any amount you have already pre-paid for the related device/s for future months (not including the current month, based on the date your subscription clocks over to the next month).

When a subscription is cancelled, the Victory LAP software will be removed the related devices. This is done via an automatic remote command. Victory ICT Services accepts no responsibility for the successful completion of the uninstallation once the remote command has been sent to the device.

Victory ICT Services reserves the right to cancel any Victory LAP service at any time, with advice given via email, and the relevant refund provided (see above).