



Ezi123 Pty Ltd • Sydney Australia  
 Tel: 1300 881 882 • info@ezi123.com.au • www.ezi123.com.au  
 ABN: 490 9622 9622

# Ezi123 Customer Service Agreement

This agreement covers the provision of services by Ezi123 to a Customer who subscribes to one or more Ezi123 Solutions. When an Ezi123 Customer activates a service electronically, the standard form of this agreement will be deemed to apply.

## Parties - This agreement is between Ezi123 Pty Ltd (Ezi123) and the Customer (details below)

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

### Effective Dates

- Service Activation Date (date from which the agreed services will be provided, and the effective start date of this agreement) \_\_\_\_\_

The Service Termination date may be "ongoing", in which case the agreement will operate on a month-to-month basis and can be terminated as described under "Termination" below

### Pricing for Potential Additional Costs

See Ezi123 Solutions Rate Card

### Minimum Monthly Costs

Ezi123 Solutions monthly service fee	\$ _____
_____ email accounts at \$2.00 each per month (in set of 5 accounts at \$10)	\$ _____
Total minimum monthly costs GST included	\$ _____

Note: Ongoing monthly costs will be charged on actual usage of the Ezi123 Solution as per Ezi123 Rate Card

### User Training & Handover

Our proposed approach will be to train 1-2 people in site content and/ site administration. These individuals will then provide support to the remainder of your users. We will do this training by coaching your staff during the addition of the new content and during acceptance testing and handover. We estimate about 3 hours training will be required, followed by occasional telephone support for a period of 2 weeks thereafter.

### Service Details and Service Levels

For each Ezi123 Solution, we will provide the components as defined in the Ezi123 Customer Solution Proposal which are published under **downloads** on the Ezi123 website. Ezi123 reserves the right to change the Specification of a Service at any time, after providing reasonable notice to Customers. Ezi123 provides no guarantee about the actual methods by which components of each Service will operate, or their "fitness for purpose". Customers should satisfy themselves about the suitability of a Service before activating the Service. The only recourse for a Customer in the event a Service is deemed not suitable, is to terminate the Service. Ezi123 Services are provided in accordance with the standard Ezi123 Service Level Agreement (SLA), unless a variation is noted below: Details of Variation to SLA:

- none \_\_\_\_\_



Ezi123 makes creating and controlling a business website  
 easier and cheaper than you ever thought possible



## Warranties and Service Credits

All Ezi123 Services are provided on a "Best Efforts" basis and Ezi123 provides no warranty or guarantee to Customers that the Services will be supplied in accordance with the Ezi123 Customer Solution Proposal or the SLA. Ezi123 will not be held responsible for any losses suffered by Customers as a result of non-availability or performance of any Ezi123 Solutions.

The sole compensation to Customers for any breach by Ezi123 in relation to any agreement with Customers is a refund of Service Charges in accordance with the Service Credits provision in the SLA.

## Charges for Services

Unless covered by a written Variation, the Customer Charges for Ezi123 Solutions are as defined in the standard Ezi123 Solutions Rate Card which is published on our website.

Details of Variation:

- none

Ezi123 reserves the right to change the Charges in the Ezi123 Solutions Rate Card at any time, subject to 30 days notice. If Customers do not accept the change, and cannot negotiate an acceptable alternative, they may advise Ezi123 of their intention to terminate the service, and may continue to use the Service for a period of 90 days at the previous charge rate, while they make alternative arrangements.

## Payment for Services

Unless covered by a written Variation, the method of Payment for Ezi123 Solutions is via the purchase of pre-paid EziPoints as defined in the standard Ezi123 Solutions Rate Card which is published on our website. The principle of operation is as follows:

- The Activation Fee includes an allowance intended to cover the first two months site usage and is reflected in the "EziPoints Available Balance".
- When the Available Balance reaches the customer-nominated "Recharge Point", the customer will be notified to renew their subscription to cover whatever future period they wish, normally at least 1 month. Payment methods are described on our website.
- Thereafter the Subscription Renewal process will continue the same way, with the next payment due before the Available Balance reaches zero.

Details of Variation:

- none

## Non-payment for Services

In the event of non-payment before the Available Balance reaches zero (or by an agreed due date), the following provisions apply:

- Customers will be notified that the payment is overdue and requesting payment within 7 days. The Available Balance will "go negative". If payment is not received within the 7-day period, another notification will be issued and Ezi123 will reserve the right to terminate the Service if payment is not received within a further 7 days (a total grace period of 14 days).
- If the non-payment is because of a dispute, the Customer must notify Ezi123 and the disputed amount will be "quarantined", and the Service will be continued, subject to the same conditions. If the dispute cannot be resolved, either party may terminate the agreement in accordance with the provisions below.
- "Ezi123Point Negative Balances" will attract a 20% penalty to cover interest and administrative expenses.

## Suspension of Service

Ezi123 will make every effort to provide continuity of service but reserves the right to suspend a service in the following situations:

- In the event of "excessive usage", Ezi123 may suspend the service immediately, while simultaneously notifying the Customer. Excessive usage is defined as usage exceeding 20 times the average usage in a given 24-hour period. It is intended as a safeguard to avoid the creation, for any reason, of a large liability for either party.
- In the event of non-payment, after the 14-day notice period, and if no notification is received from the Customer regarding the reason for the non-payment.





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### Termination

These provisions are intended to allow either party to withdraw from this agreement at any time, without adversely affecting the other party. The Customer may terminate this agreement at any time by providing notice of their intention to Ezi123. On the agreed date, Ezi123 will suspend the operation of the customer site (or service) and will refund 80% of any Available Balance.

Within 30 days of Termination, the Customer will be responsible for retrieving any information from their site that they wish to retain. Ezi123 will provide access to the Customer Site during the 30-day period for that purpose. At the end of the 30-day period, if not notified to the contrary, Ezi123 reserves the right to delete the Customer information. After that time, the cost of retrieving the information from backup files will be at the Customer's expense.

If data volumes are excessive for this method of information retrieval, Ezi123 will provide a quote to perform a more cost-efficient electronic data extract and file transfer.

Ezi123 may terminate this agreement without giving reasons after providing 90 days notice, to allow the Customer to make alternative arrangements.

### Notice and Notification

Notice and notification as described in this agreement will be provided via the following mechanisms:

- General Notice of Changes to Ezi123 Solutions and Ezi123 Solutions Rate Cards will be posted on the Console Notice Area, 30 days in advance. More urgent notices will be broadcast via email to Customer Contact email addresses.
- Customer-specific notices will be sent by email to the Customer Contact email address
- Notice from Customers to Ezi123 must be in "writing", by any of the mechanisms listed under the "Contact Us" section of our website e.g. fax, email, or by logging the request in EziLog. Telephone notice will not be accepted unless it is followed up in writing.

It is the Customer's responsibility to periodically check their Ezi123 Console and email for notices and to keep the Customer Contact email address correct.

### Additional Terms and Conditions

The parties agree to the following additional Terms and Conditions

- none \_\_\_\_\_

### Agreement

If signing on behalf of an organisation, I declare that I am authorised to sign this agreement, and if not, that Ezi123 may deem me to have entered this agreement in my personal capacity. I agree to the above:

On behalf of Ezi123 Pty Ltd

On behalf of Customer

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

- For Variations, please delete the word "none" and provide details of the variation in the space provided.
  - If the space is insufficient, document the variation separately and use the space to refer to the document
- Both Parties to initial each Variation in the margin

### For Office Use Only

Customer Referred by: \_\_\_\_\_

Sales Representative: \_\_\_\_\_

Graphic Designer: \_\_\_\_\_

Site Integrator: \_\_\_\_\_

