



Fresh Support Fair Use Policy

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Fresh Support Fair Use Policy

Fresh Support Agreements are valid for all active clients of Fresh Computer Systems with paid in full accounts.

Support Services provided under a Fresh Support Agreement are for the purposes of providing general advice directed at users of the Fresh software suite at a data entry level. This includes general advice regarding the chart of accounts, treatment of accounts or postings, or other bookkeeping or account operational advice that is not accounting or tax advice.

What does Support cover?

The following services are provided by Fresh Computer Systems under your Fresh Support Agreement:

- Scheduling and performing of software upgrades between 7.00am and 7.00pm from Monday to Friday (excluding Brisbane public holidays).
- General advice directed at users of the Fresh software suite.
- General advice on the use of the Fresh software suite in the form of "how to" guidance.
- Access to the Fresh Service Desk between 7.00am and 7.00pm from Monday to Friday (excluding Brisbane public holidays) with after-hours access to Fresh Service Desk available at all other times on a chargeable basis.
- Remote online access to your Fresh system to facilitate general diagnosis and support.
- Remote diagnosis and resolution for operating system issues where we have supplied the operating system.
- Remote diagnosis and resolution for Oracle system issues where we have supplied the Oracle software.

CONDITIONS

The following conditions apply to the services provided by Fresh Computer Systems under your Fresh Support Agreement:

- Support services are accessible by staff of clients of Fresh Computer Systems only.
- Where a third party is involved in diagnosis and support activities, the client is responsible for payment of all charges raised by the third party.

What is not covered by Support?

To ensure we provide your business and our entire client base with the best service and support, we need to be clear that the following areas are not covered by your current Fresh Support Agreement with Fresh Computer Systems.

We will always do our best to guide and support you through your requests, however we must ensure we are offering a fair level of service across the board to all clients.

To this end the following services are not covered by Fresh Computer Systems under your Fresh Support Agreement:

- Consulting, Financial and Accounting advice
- Custom programming
- Training
- On-site support
- System re-installation
- Hardware support including printers and scanners
- Network or communications support
- PC software support
- Setup and troubleshooting on legacy platforms e.g. Windows XP
- Restoration of data or services
- Data rebuilding services due to data structure damage
- Data conversion or manipulation
- Screen or report changes
- Client data backups
- Custom data extracts
- Purging and archiving of data
- Data recovery after user error
- After-hours support
- After-hours software upgrades

After-Hours Support

All support requests logged outside of 7.00am to 7.00pm Monday to Friday or on a Brisbane public holiday are considered after-hours and therefore chargeable.

After-hours support is limited to Break/Fix support e.g. system down, meaning that support requests relating to application functionality are to be logged during standard support hours.

After-Hours Upgrades

All software upgrades performed outside of 7.00am to 7.00pm Monday to Friday or on a Brisbane public holiday are considered after-hours and therefore chargeable.

Fair Use

To maintain the best level of service for all clients, support services are subject to this Fair Use Policy.

EXCESSIVE USE

Where the Client logs an excessive number of calls per month.

UNREASONABLE USE

Where someone other than the Client uses the Service, unless agreed otherwise by both parties (Client and Fresh Computer Systems).

OR

Where the Client repeatedly attempts to use the Service for reasons not covered in the definition of the Service.

REMEDIES

Fresh Computer Systems will contact the Client to inform them of Excessive and / or Unreasonable use.

Fresh Computer Systems will suggest one or more of the following:

1. Issues logged under excessive or unreasonable conditions will be subject to additional service charges per call or an agreed support increase will be negotiated and applied to the excess use account.
2. The price of the Fresh Support Agreement will be modified to reflect increased usage, and Excessive Use will be redefined.
3. The Service may be suspended or limited to a single point of management control in the client's business and Fresh Computer Systems respectively.
4. It is reasonable to expect that a Client resource trained by Fresh Computer Systems is on site to assist with any user questions and resolve them prior to contacting Support.
5. It is reasonable to expect that every Client has a member of staff that has been trained by Fresh Computer Systems.
6. If point 5 is not the case, it is reasonable for Fresh Computer Systems to request the site to have a staff member trained at the expense of the Client to ensure point 4 can be fulfilled.

We thank you for reading this policy and would like to remind you that we aim to service all clients in a manner that is open, honest, reasonable and transparent. Your assistance with keeping to this Fair Use Policy helps us to deliver on this commitment to you.