

## Total Phone 'Peace of Mind' Support Program TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

In the agreement:

**'Agreement'** means the agreement between you and us of whatever nature & whether at law or equity as evidenced by this document

**'Business day'** means any day in the State that is not a Saturday, Sunday or Public Holiday

**'Business hours'** means 9:00am and 4:00pm on any business day

**'Defects or errors'** include operating defects or errors, defects of errors in the software covered by this program or any other software or defects or errors in the computer equipment you use.

**'Enrolment Form'** means the schedule described as the 'Peace of Mind Software Support Program Enrolment form, which is included with this document.

**'Fee'** means the amount stated at Item 4 of the enrolment form and includes the amount payable by you and collectible by us for goods and services tax in respect of support services supplied under the agreement

**'GST'** means Goods and Services Tax and all amounts shown are inclusive of GST

**'Month'** means a calendar month

**'Nominated Location'** means the place stated at Item 2 of the enrolment form

**'Our'** and **'Ours'** means belonging to or done by us

**'Software covered'** means the products stated at Item 5 of the enrolment form

**'State'** means the state of Victoria

**'Start Date'** means the date stated at item 3 of the enrolment form

**'Support Period'** means the length of time stated at Item 4 of the enrolment form

**'We'** and **'us'** means Accomplished Accounts Pty Ltd and its successors

**'You'** means the person stated at item 1 of the enrolment form

**'Your'** and **'Yours'** means belonging to or done by you

### 2. TERM OF AGREEMENT

The term of the agreement commences on the start date and continues for the support period then expires.

### 3. SUPPORT SERVICES

During the term of the agreement, we will provide you with the following services:

- Unlimited telephone consultations up to 20 minutes (consulting rates apply for exceeding this time)
- Accomplished Accounts Newsletter with hints and tips on software usage
- End of Year Checklists

### 4. TELEPHONE CONSULTATIONS

We will only provide you with telephone consultations for matters relating to the proper operation of the software covered by the agreement. We will not be responsible for rectifying any defects or errors. We will attempt to identify defects or errors. We will inform you of any steps that need to be taken to rectify any defects or errors that we identify.

A telephone consultation will only be available during normal business hours. We will select the consultant that will assist you and there may be some delay in the availability of a consultant. You will be responsible for the cost of your phone calls.

We may refuse to provide a telephone consultation if:

- You do not co-operate fully with us
- We cannot properly assist you over the telephone
- We have properly diagnosed your problem and assisted you

### 5. PRODUCT INFORMATION SERVICE

We will endeavour to send you information that may be helpful to you. This information may include,

- Procedural checklists
- Newsletters
- Product upgrade notices

We may determine the content of the information, and the frequency of its supply.

### 6. OFF SITE FORUMS

We will endeavour to invite you to forums that we become aware of, or conduct, on matters relevant to you. These forums may include, seminars/workshops, or user group meetings for the software covered by this program. We may determine the subject matter and frequency of off site forums.

### 7. PAYMENT

You must pay the fee to us before the start date of the agreement, by the payment method you have nominated

### 8. TERMINATION

We may terminate the agreement if you have not paid us the fee within 7 days of the start date. We will terminate the agreement by written notice.

### 9. ASSIGNMENT

We may from time to time assign the benefits of the agreement