

Enotia Australasia Pty Ltd General Terms of Service

Introduction

Enotia Australasia Pty Ltd (Enotia) general terms of service are subject to change; any changes will be published within the Terms of Service section of the Enotia.com.au website within 24 hours of taking effect.

Enotia warrants to support the proprietary iASP Content Management System (iASP cms) that powers every website produced by Enotia as per the following terms and conditions.

Support is available to accredited*, authorised client personnel as nominated within the relevant area of the service agreement document.

*Please refer to the Personnel Accreditation clause in this document for further information.

Enotia delivers important information about iASP cms software, support and related services, including scheduled maintenance to the Enotia server network to all iASP cms clients via e-mail.

To receive important client e-mail updates and alerts iASP cms clients are required to create and maintain a current User profile within the iASP.com.au website.

When creating/managing your website user profile via the iASP.com.au website (which is completely separate and independent of any user profiles within your own website), please make certain to leave the **iASP Client Updates** option at the bottom of the user registration form selected before saving/re-saving.

Clients and partners are welcome to register multiple individual users to receive client e-mail updates.

The Enotia support office is open during AEST Business Hours: 09:00 – 17:00 Monday to Friday, except for public holidays observed in Melbourne.

The Enotia support office is closed over the Christmas/New Year period, during which time emergency telephone support is available at nominal cost. Access details to Christmas period support is published in the contact section of the iASP.com.au website at the relevant time each year.

The iASP cms is accessed via a web browser and is warranted to operate nominally on desktop and laptop computers (not smartphones and tablets unless specifically stated in the service agreement) when a supported version of Windows (all Windows versions released after 2005 excluding Windows Server) is installed and the following web browser is used: Internet Explorer (IE 7 and above), Mozilla Firefox (V4.0 and above).

The iASP cms is also designed to operate nominally on desktop and laptop computers (not smartphones and tablets unless specifically stated in the service agreement) with the Mac OS X (V10.6 and above) using the following web browser: Safari (V4 and above), however, in the event of a problem arising with these applications Enotia does not warrant to rectify the problem.

All websites powered by the iASP cms are warranted to display to design specifications and perform to functional specifications to public visitors and registered Users accessing the websites via Internet Explorer (IE7 and above), Mozilla Firefox (V4.0 and above) and Safari (V4.0 and above).

Enotia is not responsible for any errors or faults within operating systems of web browsers installed on third party computers and makes no warranty to investigate or rectify issues or problems that are apparently limited to an individual computer or web browser.

Enotia Service Levels

Enotia offers clients the choice of four service levels:

- Bronze
- Silver
- Gold
- Platinum

Service inclusions and support entitlements vary according to the service level chosen by the client in addition to any special conditions as outlined within the service agreement between Enotia and the client.

Unless otherwise outlined in the service agreement, standard annual support allocations are as follows:

Enotia Service Level	Bronze	Silver	Gold	Platinum
Annual Support Allocation*	6 Hours	12 Hours	24 Hours	Please Ask
Additional Support^	\$132.00/Hour	\$110.00/Hour	\$88.00/Hour	Please Ask

*The total amount of annual time allocated by Enotia support staff per year to address, resolve and respond to all support related matters including telephone support, e-mail support and support ticket and knowledge base responses, calculated per 15 minutes or part thereof.

^Calculated per 15 minutes or part thereof.

Note: Time required to address bugs or other problems where Enotia is at fault or time required to explain how to use the iASP cms to an accredited, authorised client is not factored into standard annual support allocation. Please refer to the Personnel Accreditation clause in the this document for further information.

Clients wishing to upgrade or downgrade their Enotia service level are welcome to contact Enotia via telephone, e-mail or by raising a support ticket.

Enotia support staff require approval to proceed in each case when a support request has or will require more than 30 minutes to action. Enotia staff will contact the client directly in such cases.

Enotia Support Delivery Methods

In addition to extensive tool-tips contained within the iASP cms, full support of the system and general support related to website publication is available and is categorised into four delivery methods:

- On-site personal support
- Telephone support
- e-mail support
- Online support (Support Ticket and Knowledge Base Systems)

On-site personal support is not included in the standard annual support allocation, however, is available by request. A qualified Enotia representative can typically be available for onsite support anywhere in Australia within 24 - 72 hours of receipt of request.

The cost of on-site support* is \$220.00 per hour in Melbourne, Sydney, Canberra and Brisbane (minimum 3 hour charge applies), elsewhere additional travel costs may also apply.

*Not applicable to Platinum service level clients or where special provision for on-site support is detailed within the service agreement. Please refer to the service agreement for client specific on-site personal support arrangements.

Telephone support is included in the standard annual support allocation and is available when the Enotia support office is open (please see the Introduction for support office hours) on +61 3 9329 1022.

Telephone support is provided on a first come first served basis and delays accessing support staff may apply at peak times.

During the telephone support process Enotia support staff are instructed to raise a support ticket relating to the telephone support request on behalf of the person making the request, even if the matter is resolved during the call.

For terms and conditions relating to subsequent management of open support tickets raised during telephone support please refer to the Online Support clause following.

e-mail support is included in the standard annual support allocation and available at support@enotia.com.au.

On receipt of e-mail support requests within the support e-mail box, which is monitored regularly during Enotia support hours, Enotia support staff are instructed to raise a support ticket relating to the e-mail support request on behalf of the person who sent the e-mail support request.

For terms and conditions relating to subsequent management of open support tickets raised via e-mail support please refer to the following Online Support clause.

Online Support includes access to both the iASP cms Online Knowledge Base and to the Enotia Support Ticket system.

The searchable iASP cms Online Knowledge Base is published on the iASP.net.au website and its contents are also accessible to iASP cms clients in context via the Help Icon within the iASP cms.

New questions can be submitted to the iASP cms Knowledge Base when logged into the iASP cms, all questions submitted are then actioned by Enotia support staff within the stated response time.

Knowledge Base questions submitted via the system are managed at the discretion of Enotia support staff and depending on their nature and content may be subject to inclusion in the standard annual support allocation, in which case Enotia support will contact the person who submitted the Knowledge Base question for approval before proceeding.

The Enotia Support Ticket system allows clients to raise support tickets directly when logged in as an administrator to the iASP cms.

Support tickets require selection from the support category options, entry of a description of the support issue and selection of a support ticket priority.

In general support tickets are included in the standard annual support allocation unless they relate to bugs or other problems where Enotia is determined to be at fault or if they are in relation to use of the iASP cms by an accredited, authorised client, which are not factored into standard annual support allocation. Please refer to the Personnel Accreditation clause in this document for further information.

Enotia support staff will contact the client for approval in each case when a support ticket has or will require more than 30 minutes to action.

The support ticket system requires clients to assign a priority to each new ticket they submit:

Low Priority:

Low priority support tickets are typically actioned within 3 – 10 business days of receipt and time required to respond to low priority support tickets is calculated at 50% of the actual time required in relation to factoring the annual support allocation.

Normal Priority:

Normal priority support tickets are typically actioned within 1 – 3 business days of receipt and time required to respond to normal priority support tickets is calculated at 100% of the actual time required in relation to factoring the annual support allocation.

Urgent Priority:

Urgent priority support tickets are actioned within 1 business day of receipt and time required to respond to urgent priority support tickets is calculated at 200% of the actual time required in relation to factoring the annual support allocation.

Please Note: No charges or factoring of annual support allocation applies for resolution to bugs or other problems arising from production configuration settings caused by Enotia, however, usual urgent priority support time surcharges will apply in all other cases, even when the support request relates to assistance with the iASP cms, which may otherwise be complimentary.

If a problem reported is determined not to have been caused by Enotia, support staff will contact the client for approval before undertaking any paid works and Enotia reserves the right to account for the time taken to action such problems reported when raised with urgent priority.

Staff Accreditation:

iASP cms clients are welcome to authorise multiple individual staff to access and request support, however, the collective support allocation provided to each client is accounted on an individual iASP cms license basis.

Unless otherwise stated in the service agreement, Enotia does not generally levy support charges in relation to provision of assistance with general operation of the iASP CMS, however, provision of such assistance is provided exclusively to authorised, accredited client staff.

Accredited client staff are those who have participated in a training session provided by Enotia. To gain accreditation or to authorise additional staff please contact Enotia directly.

Intellectual Property

The underlying application software or 'Programming' Intellectual Property (+excluding Website Content) that drives every iASP cms powered website remains the sole property of Enotia (or its nominated benefactors) at all times and may not in any part be copied or re-produced.

All graphic elements and website content, including all User information, order and enquiry data contained within each iASP cms powered website remains the sole property of the website owner.

Enotia reserves the right to link to and display images of iASP cms powered websites for promotional purposes.

Enotia requires inclusion of a 'Powered by iASP' link (or similar) within the footer of each iASP cms powered website.

Enotia reserves the right to levy additional establishment and ongoing licensing fees if removal of this link is requested.

Enotia warrants that if it becomes unable to provide #continued delivery of service for any reason (^excluding Force Majeure) a copy of Enotia's programming Intellectual Property, limited to the extent to facilitate the continued publication of each individual website only will be provided to the website owner to facilitate continued publication with an alternative supplier.

+Website Content

All 'content' information (including individual registered user information) contained within each individual iASP cms powered website remains at all times the sole property of the website owner and may not be accessed, manipulated, copied, sold, given away or in any way tampered with by Enotia, unless for technical reasons Enotia gains express permission from the website owner.

Enotia takes no responsibility or liability for any content on the website owner's website: all content published is at the website owner's sole discretion. Enotia strongly recommends website owners seek independent legal advice related to publication of content on their website.

#Continued Delivery of Service and limitation of liability

Enotia warrants delivering 99.90% of continued publication of all iASP cms powered websites, calculated on a calendar month by calendar month basis.

Failure to meet continued delivery of service warranties is defined explicitly by failure to deliver 99.90% up-time publication of any iASP cms powered website for any period covering 3 consecutive calendar months and does not relate in any way to functional performance or any other considerations.

If Enotia fails to meet this commitment in a given calendar month the website owner is entitled to claim a rebate of any ongoing hosting fees paid in advance at the pro-rata percentage of fees paid versus the percentage of downtime within the given calendar month.

The maximum claim the website owner is entitled to, and Enotia's maximum liability in any and all single calendar month periods, is 100% of the monthly hosting fees paid to Enotia by the website owner.

Enotia takes all reasonable care in providing RAIDED hard drives on all critical web and database servers and regularly stores both on-site and remote location back up of data stored within all iASP cms powered websites, however, Enotia accepts no responsibility or liability for any deleted, lost or other unrecoverable data from any clients website or Enotia supplied e-mail account in any circumstances.

^Force Majeure

Enotia is not liable for failure to fulfill any obligation outlined in this agreement or for interruption of service due to any reason outside our control including without limitation any act of god, shortage or failure of power supply, extreme natural event such as fire, flood or storm, any labour disturbance or trade dispute or any omission or action of any competent authority or Government Agency.

Cancellation of Agreement

After full payment of all establishment fees have been received by Enotia, provided the website owner has also made good all past due on-going service payments, the website owner may cancel the website services at any time by written notification, at which time any and all future on-going payments not specifically outlined in the service agreement will cease to be payable.

In the event that the website owner cancels the website services, Enotia will deactivate the website at the conclusion of the period which service fees have been paid until and the website owner will return all Intellectual Property owned by Enotia within 7 days of discontinuation of service, unless an alternative agreement has been reached.

On request Enotia will supply the website owner with a copy of all text and image content (including registered user information) in electronic format (text data in .csv file and images in .zip file) at nominal cost to be determined by Enotia.

Enotia does not warrant that this data can be readily manipulated for publication via alternative website publication applications or providers.

Enotia reserves the right at its sole discretion to suspend or cancel publication of any website without prior notice or refund in the event of fraudulent, abusive, defamatory, illegal or otherwise inappropriate conduct by any Enotia client or their representative(s).

Account Payment Policies

Enotia provides tax invoices for fees payable as outlined within the service agreement or by mutual consent via e-mail in PDF format. Additional costs may apply to provision of invoices in alternative format.

All additional support, production, service and ad-hoc charges incurred are invoiced on completion (or as otherwise agreed) and are payable on 7 day account (unless otherwise agreed) subject to Account Payment Policies as outlined below or agreed on a case by case basis.

Invoices for ongoing services are typically provided 14 days prior to the due date and are payable on or before the due date.

Enotia accepts payment via cheque, credit card* or direct bank account deposit as outlined on each invoice.

*Credit card payments (Visa and Mastercard only) may incur a surcharge in addition to the face value of the invoice.

Should for any reason a direct bank account credit or a credit card transaction fail or a cheque payment be dishonoured, the iASP cms client will assist Enotia in every way required to recover the due amount immediately.

In this event, Enotia may impose a charge on the client equal to the amount of out of pocket expenses incurred by Enotia in the effort to recover the failed transaction amount plus a surcharge of up to 20% of the total amount of the failed transaction may also be levied at Enotia's discretion.

Any such charges or surcharges levied against any client must be paid in full within 7 days of written notice of the amount due.

Enotia reserves the right to suspend services including publication of any hosted website and disconnection of any e-mail service without notice in the case of account arrears, a re-activation fee of \$200.00 per website and \$25.00 per email account may be applied at Enotia's discretion.

To avoid communication problems related to accounting iASP cms clients are required to keep the contact information stored within their User profile within the iASP.com.au website current.

Hosting services

Enotia provides compulsory web hosting (and optional domain hosting and e-mail services as specified within the individual service agreement) for every iASP cms powered website.

The server space and monthly data transfer allocated to each iASP cms powered website varies according to the Enotia service level selected by the client as follows (unless otherwise specified in the service agreement):

Enotia Service Level	Bronze	Silver	Gold	Platinum
Server Space Allocation	500 Mb	2 Gb	10 Gb	By Negotiation
Monthly Data Transfer	5 Gb	10 Gb	25 Gb	By Negotiation

Additional server space and monthly data upload allowance is available at additional costs determined by Enotia.

Client website traffic must not negatively impact the performance of Enotia's server network. If an individual website does adversely affect the network performance, Enotia reserves the right to re-locate the website to an alternative network environment at the expense of the client.

Pricing Policy

Enotia warrants honoring the agreed on-going annual service fees outlined in the service agreement for a minimum 12 month period after the commencement of the ongoing fees. Thereafter future increases in costs, which will be capped at no more than the CPI, will be advised on the anniversary of the date subsequent annual fees are payable. This clause does not relate to the provision of additional services, which are subject to pricing changes without notice.

Upgrade Policy

Enotia warrants to support the version of iASP cms programming application delivered to each website owner for a minimum 36 month period after the delivery date specified in this service agreement. After this period the website owner may be required to purchase an upgrade to the latest version of iASP cms programming application software to be eligible for continued support.

Enotia delivers periodic upgrades and improvements to our underlying programming application on a regular basis and all website owners are eligible to receive these underlying updates free of charge for a 36 month period provided all account payments are made when due. Enotia periodically releases new features and functionality which is available to website owners either free of charge or at nominal cost as determined by Enotia.

Third Party Services

While the core software that powers all iASP cms websites is wholly owned and fully supported by Enotia, there are some service components that can or must be provided by third party suppliers, for example, in order to accept realtime credit card payments using the iASP cms shopping cart requires an account with Enotia's e-commerce payment gateway partner eWAY, and an Internet Merchant facility from a bank affiliated with eWAY. Other such components include (but are not limited to) 3rd party online booking systems, channel management systems and related payment processing, domain name registration and domain name hosting and e-mail and SMS messaging systems.

Enotia provides no warranty in respect of any services provided by any third party provider under any circumstance.