



Zyteq Premium Plans:

Support, Training and Maintenance

Agreement Terms & Conditions

ACCEPTANCE OF TERMS AND CONDITIONS

By purchasing a ZYTEQ Premium Plan the following terms and conditions are applicable. Please read the terms carefully and check against your selected plan. Please contact us to discuss any questions or for additional information.

DEFINITIONS

Agreement: means the contract between us consisting of the Premium Plan details, the Terms and Conditions and the purchase. This Agreement lasts for the term of the Premium Plan.

Device: means an Assistive Technology device from ZYTEQ.

Event: for each contact made to ZYTEQ an "Event" is created. This is our Service Contract with you. Event types include Support Event, Training Event, Service Event or Maintenance Event. This will consist of a specific goal to solve a problem, provide training or support, or maintenance including scope and timeline.

System: means your Windows computer in combination with ZYTEQ software.

Premium Plan: the Services and Agreement we are providing in accordance with the Terms.

Services: the services that We are providing to you in accordance with your Premium Plan and as further described in these Terms.

Service Contract: for each Event we agree the goal, scope, service and time-line. This constitutes the contract to provide the services.

Repair service: the process of diagnosing troubleshooting and resolving problems and issues in a faulty computer, (Device or System).

Terms: the terms and conditions set out in this document.

We/Our/Us: being ZYTEQ proprietary limited, ABN 81132895268

You: the purchaser of the equipment or the nominated representative.

THE AGREEMENT

These are the Terms on which We supply the Services to You.

The terms detailed here, and the content of your selected Premium Plan are part of our Agreement with you.

Each Event created constitutes a service contract. Each Premium Plan may have multiple Events with the exception of the single event/session plan which is for one event only.

The Premium Plans – Single and Essential – are purchased for the device or system or software, and is tagged to one serial number or software license code. The Enhanced and Comprehensive Premium Plans are linked to a single user who may include multiple devices according to the Plan. The computer can be changed once

If you are purchasing a Plan after the initial supply of the Device We reserve the right to inspect the Device before accepting your order. Any faults must be remedied at the regular repair cost before your order for the Premium Plan will be accepted.

These Terms will become binding on You and Us when we confirm Our acceptance of the order with you, at which point this agreement will come into existence between you and Us.

CHANGES TO TERMS AND CONDITIONS

Terms and conditions may be revised. If We do revise terms We will give you at least 30 days written notice of changes before they are implemented. You can elect to cancel the Premium Plan in accordance with the cancellation clause in this document.

PREMIUM PLAN SERVICES

Services are provided in accordance with your selected plan and may include troubleshooting, support, instruction, remote maintenance and training.

Services are provided remotely using live WebCam, screen sharing, phone and email. Other types of preferred communication are available by negotiation for example

SMS, or face-to-face sessions as our Port Melbourne office or by arrangement when we are in your area. We reserve the right to request use of the most effective method of communication to provide the service.

If the Event cannot be solved because the device or system requires Repair Service or technical attention, the event will be concluded. Repair service is not included in Premium Plans, except in the Comprehensive Premium Plan which includes one set of batteries per contract (if required, as per the definition in these terms) or replacement to a damaged or faulty charger.

TIMELINES

If you send an email or leave a message we will respond to this according to the “response time” related to each Premium Plan.

Once we connect with you, We will create a new Event, with a Service Contract and make an appointment for your dedicated session with a member of the ZYTEQ team.

The dedicated appointment time for each new event is up to 45 minutes for the initial remote session.

It may be necessary for further instructions, resources or strategies to be provided after the session for follow-up.

You are always welcome to call or contact ZYTEQ to determine whether a question or problem can be solved in the 10 to 15 minutes allocated for Level I support. At this point of contact it may be determined to advance the enquiry to an Event requiring a dedicated appointment.

YOUR RESPONSIBILITIES

The service provided for each Event aims to provide efficient solutions and training around ZYTEQ assistive technology. It is important that your dedicated appointment time is used as effectively as possible. Internet connections should be checked prior to the appointment time. The device or system should be available, fully powered, with any necessary accessories on hand. The scheduled appointment start time should be respected. Any delays or technical connection issues will be incorporated into the 45 minute appointment time.

For each new Event you provide your Premium Plan reference number, and declare that we are referring to the device, system or software license related to this plan.

For each event you agree to provide us with access to your device or system, as required, via Internet based services such as Skype or Team Viewer.

To gain the most benefit from your PREMIUM PLAN it is important to have good Internet connectivity for the remote session.

If you change the computer linked to the Premium Plan please notify Zyteq. This is only available with the ongoing 12 months plans, once per 12 months agreement.

EVENT RESOLUTION

ZYTEQ will apply reasonable effort to resolve events, however the complexity of technology may result in limitations to this process. There may be some unusual requests, situations or events which cannot be solved to a positive outcome due to limitations of software, hardware or resources.

Each Premium Plan indicates guidelines for finalising the event. While many solutions may be achieved within the initial appointment, guidelines for finalising the event within a nominated timeline are provided.

FAIR USE POLICY

It is important that all ZYTEQ Premium Plan customers are able to access our services in a fair and reasonable manner.

Unreasonable and unfair use of a Premium Plan is considered to have occurred:

- With non-ordinary use,
- when persistent attempts to use the Premium Plan services outside the scope of the terms,
- when excessive use causes congestion of the system, and disadvantages other customers access to services.

Examples of unfair use may be; diverting the content of an appointment outside the scope of the agreed goal; requesting repeated sessions for the same or similar goal where previous solutions were not implemented or are sabotaged by subsequent actions; having different representatives for the same system device or software license code request separate appointments for the same issue.

If unfair use has been deemed to have occurred, the 'unfair use' will be discussed with the Premium Plan holder to agree on a compromise where possible. If no compromise can be agreed suspension or cancellation may be required.

EXCLUSIONS

While ZYTEQ's Premium Plans and to provide a range of flexible services the following are excluded:

- Devices and software from other Assistive Technology companies (please check if you are not sure if your device or system is covered).

- Devices which are not commercially available, e.g. developer accessories
- Grid editing: while instruction as to how to edit grids or page sets is included, Grid design and editing is available as a separate service based on an hourly rate.
- Use of Premium Plan appointments to work on systems or devices which are damaged or have serious technical problems.
- Use of the Premium Plan to deal with devices or systems 5 years or older
- Assistance with third-party software
- The cost of repairs and parts (except for one set of batteries and replacement charger in the Comprehensive Plan).

LIMITATION OF LIABILITY

No director, representative or employee of ZYTEQ shall be held liable for any direct or indirect or consequential damages resulting from the use of the services. ZYTEQ does not represent that the services shall be available continuously. Extenuating circumstances may cause interruption to service availability.

PRIVACY POLICY

ZYTEQ complies with Australian privacy principles. Any customer data is kept in strict confidence by ZYTEQ and is not disclosed to any 3rd party without the consent of the customer. You can send that we may use your personal information provided to ZYTEQ so we may provide your Premium Plan services.

CANCELLATION OF YOUR PREMIUM PLAN

Once we have received payment or a Purchase Order for a Premium Plan the agreement has commenced and cancellation cannot be accepted.

If We change the terms of the Premium Plan, to your disadvantage You have the option to cancel your Premium Plan within 10 business days. Any changes will be notified in writing at least 30 days in advance of implementation.

The Premium Plan - Essential 12 months (pay per month / cancel any time) - is paid per month upfront, and can be cancelled at any time. Refund is not available for a partial month. Non-payment is accepted as cancellation.

TERMINATION OR SUSPENSION OF SERVICE

If a customer breaches these terms and conditions ZYTEQ reserves the right to terminate or suspend the Premium Plan. ZYTEQ shall incur no liability resulting from terminating or suspending service upon breach by a customer.
