

# **Customer Service Policy**

Fusion Hosting Australia is committed to providing the highest levels of customer service in the industry.

It is an unfortunate fact that any business, anywhere in the world, with a rapidly expanding customer base will at some point deal with a customer (or two) who feel they are not getting a satisfactory response to a question they have asked, or believe they are not getting what they paid for.

In order to assist our customers, and to ensure that our customers always receive the highest level of customer service, we have created this policy which outlines what a customer should expect from Fusion, and what Fusion expects from its customers.

#### 1. Definitions

- 1.1. "Fusion" means Hansen Group (S.A.) PTY LTD trading as Fusion Hosting.
- 1.2. "Customer" means the person or entity who ordered our services.
- 1.3. "Customer Service" means the relationship between Fusion staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.4. "Service", "Service(s)" or "Services" means any product(s) or service(s) the Customer has signed up to use. This can include, but is not limited to, the provisioning of space on one of our servers and a connection to and from the internet for web, email and FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL, VPS and SMS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Fusion has sent after you request for service. The specific details of the Services can be found by logging in to MyFusion or on our website.
- 1.5. "MyFusion" refers to Fusion's customer account, billing and management portal, available online at http://fusionhosting.com.au/myfusion

## 2. Acceptance

2.1. The Customer signified acceptance of this Customer Service Policy, as well as our Terms of Service, Privacy Policy, Acceptable Use Policy and any applicable Registrant Agreement, when they submitted their order to Fusion for Services, and that order was accepted.

## 3. Appropriate Channels for Receiving Customer Service

- 3.1. By submitting a ticket through MyFusion to the appropriate department.
- 3.2. Sending an email to the appropriate department (if applicable) using the details made available on the Fusion website at http://fusionhosting.com.au/contact

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3.3. Customers who do not use the methods 3.1 through 3.2 to contact Customer Service are not covered by this policy and do so at their own risk.

#### 4. Customer Conduct

- 4.1. The Customer agrees to conduct themselves in an appropriate and professional manor when seeking Customer Service from Fusion.
- 4.2. Fusion staff will not respond to requests for Customer Service if the Customer:
  - a) Has used offensive or obscene language;
  - b) HAS USED EXCESSIVE CAPITALISATION FOR THE PURPOSE OF SHOUTING;
  - c) Has made threats of violence, legal action or referral to an external party (eg. Department of Fair Trading);
  - d) Has posted the issue or question on a public medium, such as forums or blogs, before it has been either raised with or answered by Fusion staff within an appropriate timeframe (refer to Section 6), or before the escalation process (refer to Section 5) has been completed.

### 5. Escalation Process

- 5.1. Customers who are not satisfied with the Customer Service they have received from Fusion should ask for their ticket, email or telephone call to be reviewed by the Customer Service Manager.
- 5.2. If after this review the Customer is not satisfied with the outcome, the Customer should submit a new ticket to the Complaints queue or send an email to wecare@Fusion.net.au with the following information:
  - a) A detailed explanation of the question or issue, with references to any prior tickets, emails or telephone calls:
  - b) A detailed explanation of the outcome that would resolve the issue;
  - c) Any other information or details that will help Fusion to resolve the issue.
- 5.3. If the Customer is still not satisfied with the outcome, or it has not been answered within the appropriate timeframe (refer to Section 6), the Customer should seek advice from external sources such as the Department of Fair Trading or Consumer Affairs in their state or territory, or if the complaint relates to a .au domain name, the Registrant has the right to complain to the .au Domain Administration (auDA).

# **6. Appropriate Timeframes**

- 6.1. Tickets and emails sent to Fusion seeking Customer Service should be answered by Fusion staff within two (2) business days. Each time a response is made by the Customer this timeframe will be reset.
- 6.2. Tickets and emails sent to Fusion seeking an escalation to a Customer Service matter should be answered by Fusion management within three (3) business days. Each time a response is made by the Customer this timeframe will reset.
- 6.3. Notwithstanding anything else in this agreement, the maximum aggregate liability of Fusion, any of its employees, agents or affiliates, under any theory of law shall not exceed a payment in excess of the amount paid by the Customer for the Service in question for the six months prior to the occurrence of the event(s) giving rise to the claim.

#### 7. Customer Service Goodwill Credit

7.1. From time to time, Fusion staff or management may make the decision to apply a \$10.00 Customer Service Goodwill credit to the Customer's account.

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7.2. This credit is not redeemable for cash and can only be used to purchase additional Fusion services or as credit on system generated invoices for Service renewals.

## 8. Non-compliance

- 8.1. In accordance with Section 10.1 (a) of the Fusion Terms of Service, Fusion may suspend or terminate the Service(s) of a Customer who has refused to follow this policy when seeking Customer Service or escalating an issue.
- 8.2. Any requests for Customer Service made outside of the guidelines set within this policy will not be covered by this policy.

# 9. Changes

- 9.1. Fusion may amend the Customer Service Policy at any time. Should any change occur, we will advise the Customer by email and note the specific changes which have occurred, and provide fourteen (14) days notice before any changes are enforced.
- 9.2. In exceptional circumstances, Fusion Management may be required to amend the Customer Service Policy and enforce the amendments immediately. If this is the case, the Customer will be advised by email and the circumstances will be explained.
- 9.3. Our Customer Service Policy is made available online for viewing at http://fusionhosting.com.au/terms-conditions

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