

Customer Service Policy

As a retail and wholesale business, James Demetrie t/a DISKMANdotNet 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 DISKMANdotNet, and what DISKMANdotNet expects from its customers.

1. Definitions

- 1.1. "DISKMANdotNet", "DISKMAN", "DM" and "Company" means James Demetrie t/a DISKMANdotNet of Victoria, Australia.
- 1.2. "Customer" means the person or entity who ordered our services.
- 1.3. "Customer Service" means the relationship between DISKMANdotNet 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 DISKMANdotNet has sent after you request for service. The specific details of the Services can be found by logging in to DISKMANdotNet Management System or on our website.
- 1.5. "DISKMANdotNet Management System" refers to DISKMANdotNet's customer account, billing and management portal, available online at <https://www.diskmanconsole.net/myaccount>

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 DISKMANdotNet for Services, and that order was accepted.

3. Appropriate Channels for Receiving Customer Service

- 3.1. By submitting a support request through DISKMANdotNet Customer Console to the appropriate department <https://www.diskmanconsole.net/submitticket>
- 3.2. Sending an email to the appropriate department (if applicable) using the details made available on the DISKMANdotNet website at <https://www.diskmanconsole.net/submitticket>
- 3.3. If eligible, by phoning (03) 9841 8294.
- 3.4. Customers who do not use the methods 3.1 through 3.3 to contact Customer Service are not covered by this policy and do so at their own risk.

4. Customer Conduct

This document was last updated on 9 September 2018.

- 4.1. The Customer agrees to conduct themselves in an appropriate and professional manner when seeking Customer Service from DISKMANdotNet.
- 4.2. DISKMANdotNet staff will not respond to requests for Customer Service if the Customer:
 - 4.2.1. Has used offensive or obscene language;
 - 4.2.2. HAS USED EXCESSIVE CAPITALISATION FOR THE PURPOSE OF SHOUTING;
 - 4.2.3. Has made threats of violence, legal action or referral to an external party (eg. Department of Fair Trading);
 - 4.2.4. 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 DISKMANdotNet staff within an appropriate time frame (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 DISKMANdotNet should ask for their support request, 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 support request to the Management queue or send an email to clientservices@diskman.net with the following information:
 - 5.2.1. A detailed explanation of the question or issue, with references to any prior support requests, emails or telephone calls;
 - 5.2.2. A detailed explanation of the outcome that would resolve the issue;
 - 5.2.3. Any other information or details that will help DISKMANdotNet 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 time frame (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). Information on auDA can be obtained online <https://auda.zendesk.com>.

6. Appropriate Timeframes

- 6.1. Support requests and emails sent to DISKMANdotNet seeking Customer Service should be answered by DISKMANdotNet staff within two (2) business days. Each time a response is made by the Customer this timeframe will be reset.
- 6.2. Support requests and emails sent to DISKMANdotNet seeking an escalation to a Customer Service matter should be answered by DISKMANdotNet 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 DISKMANdotNet, 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.

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7. Customer Service Goodwill Credit

- 7.1.** From time to time, DISKMANdotNet staff or management may make the decision to apply a \$25.00 Customer Service Goodwill credit to the Customer's account credit balance.
- 7.2.** This credit is not redeemable for cash and can only be used to purchase additional DISKMANdotNet 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 DISKMANdotNet Terms of Service, DISKMANdotNet 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.** DISKMANdotNet may amend our Customer Service Policy at any time. At all times DISKMANdotNet will make available the current terms for client review and download via our website. Changes to this agreement other than price changes will become effective upon their publication to our website, and furthermore, continued use of the Service(s) constitutes acceptance of the amended terms. If you do not wish to accept the amended terms, you may request cancellation of your Service(s) in-line with our documented Cancellation Policy.

If you have any questions about this agreement, please contact our Client Services team at clientservices@diskman.net

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