
FIRS User Agreement



Effective date: 22 February 2018

This is an agreement between Universal Forest Systems Pty Ltd (here after known as “UFS”) and the individual or company provided with a FIRS account (here after known as the “Client”).

Terminology:

1. **Terms** of the agreement are the terms as outline in this document
2. The **Service** is the provision of software for the collection, management, analysis and reporting of forest data using either FIRS or FirsDC

Legal acceptance

This agreement is accepted by either logging into FIRS or using the FirsDC app. The individual or company representative who accepts these terms must be of legal age. If the Client does not accept the terms, they are not authorised to use the Service.

Software service description

The Service may be used for personal or business use. The Service may be used by connecting to any of the internet browsers supported by the Service (FIRS) or by downloading from the relevant App Store (FirsDC). The Client is responsible for obtaining internet access and the equipment required to use the Service.

Alterations to the Service

UFS reserves the right to modify the Terms upon notice to the Client either through documentation provided by the Service or email communication to the primary account holder through the Company Administrator email address. In the case of significant changes to the Terms which affect the Client’s rights, a minimum of 30 days’ notice will be provided by email. Acceptance of Term alterations will be deemed by continued use of the Service.

Primary account holder

The Service commences with the identification of a primary account holder given the unrestricted rights of a Company Administrator. The primary account holder must provide their name and email address. The Client is responsible for maintaining a primary account holder and ensuring that communication details are kept up to date.

Company Administrator

Upon requesting an account, the Client may specify one Company Administrator (the primary account holder). This Company Administrator will have the right to configure the Service based on the Client's requirements, and manage users within the Client account, including the creation of other Company Administrators. The Client is responsible for ensuring the confidentiality of user account logins and passwords.

Service support

UFS will provide user support for the Service between standard business hours (AEST 08:00 to 17:00) Monday to Friday excluding public holidays.

Three support plan options are offered, as documented on the FIRS website (under Pricing). Support covered by these plans will be accrued in time increments of ten minutes. Users may request support outside of these plans (referred to as *ad hoc* support) provided at the standard plan rate, but in minimum time increments of one hour.

UFS will observe a general end-of-year industry shut down period between the dates of 23rd December to 2nd January. Support may still be requested during this time but charged at double standard rates in minimum time increments of one hour.

Fees and payment

The Service is available under a monthly pay-as-you-go approach. Payments for usage and support will be made by invoicing at the end of each month. If the client does not wish to renew the support plan, they must inform UFS with at least seven days' notice prior to the renewal date (the last day of the calendar month).

The Client may also opt for an annual (unrestricted) plan (referred to as *Platinum*) which must be paid in advance before the first day of the first month of Service.

UFS reserves the right to change the price of any component of the Service as currently documented. Any increase in fees will apply after the expiry of the current billing month (or year in the case of *Platinum*). Payment terms will be specified on the invoice. UFS reserves the right to disable Client accounts upon failure to meet the payment terms, unless prior agreement from UFS has been granted.

Late payment

Should the Client fail to meet the payment date on two or more occasions, continued service provision will alter to an *in advance* credit method, whereby the Client will be required to request a monthly credit amount equal to their expected usage requirements and pay prior to the first day of the next calendar month of Service. Similarly, if the Client has internal accounting policies which preclude the ability to pay within 15 days, the credit method will apply.

Data ownership

The Client is the sole owner of any content and data created and stored by them. The Service does not allow UFS to view, export, alter or distribute the content created by the Client except for the sole purpose of providing the service.

The Client may export, transfer and publish any content created by them from the Service.

Inactive accounts

UFS reserves the right to disable user account that are inactive. An account is deemed inactive if no payment has been made for any components of the Service for 365 days. In the event of an account termination the account data will be stored for a further 365 days, after which the data will be deleted. UFS will provide notice of termination and invite the Client to back up their data. Data requested after the termination date may be provided on an hourly cost of extraction basis.

Sample biometrics

Each FIRS account is provided with a range of free biometric forms and library tables for the Client to use at start up. It remains the responsibility of the Client to ensure the appropriate application of these functions. UFS strongly encourages each client to review and identify the most appropriate biometric options. It is general expected that the Client will create their own estate specific biometric tables to best suit their individual biological circumstances. UFS accepts no responsible for the inappropriate application of biometric forms or tables.

Intellectual property

UFS, FIRS and FirsDC and their associated logos and the names of Service components are the property of UFS. The Client agrees not to display or reproduce UFS property without prior consent.

Disclaimer

The Client agrees that the use of the Service is at their own risk. The Service is provided on an as is basis. UFS disclaims all warranties, direct or implied, for the use the Client makes of FIRS analysis and reporting. UFS makes no guarantee that the Service will be uninterrupted or error free. Advice and information obtained from UFS staff will be accepted at the Client's own risk and discretion.

Indemnification

The Client agrees to indemnify and hold blameless UFS, its staff and directors from any loss, damages and expenses arising from use of the Service.

Restrictions of use

The Client is forbidden from using the Services in any manner which could:

- i) Damage, disable, harm or impair any server, network or computer systems under the operation or owned by UFS
- ii) Violate any state, commonwealth or international law
- iii) Reproduce any document, video or other resource available on the website without obtaining written consent from UFS
- iv) In the case of *Platinum* access, the Client may not allow external company entities to also make use of the Service

Communication

The Client may contact UFS regarding any questions or concerns regarding the Terms of this agreement by emailing info@ufsystems.com.au.