

CloudHQ4 Pty Ltd – Website Terms (Short Form)

Last Updated: 1 July 2020

1. Who we are

CloudHQ4 Pty Ltd ("CloudHQ4", "we", "us") provides access to the CloudHQ4.com platform and related products and services.

2. Acceptance

By applying for, accessing, or using CloudHQ4.com, you (the "User") agree to these Terms and the CloudHQ4 Privacy Policy.

3. Pricing & fees

Fees are as published on CloudHQ4.com or as otherwise agreed in writing. We may update pricing from time to time. Additional consulting is charged at CloudHQ4 day/hourly rates unless agreed otherwise.

4. Invoicing & payment

Invoices are issued by email. Unless agreed otherwise, payments may be processed within 48 hours of invoice issue using your nominated payment method (including credit card or direct debit).

5. Merchant services (if applicable)

Where pricing is based on a Merchant Services Fee, it may be calculated using a minimum of three months of card statements. After two months of use, your card mix may be reviewed and a rate change may be proposed subject to agreement.

6. Failed payments

You must ensure sufficient funds are available. If a payment fails, you remain responsible for outstanding amounts and any fees or charges incurred in connection with the failed payment.

7. Debt recovery costs

If an invoice remains unpaid and CloudHQ4 must engage a debt collector, solicitor, or other third party to recover the amount owing, you agree to pay all reasonable recovery and enforcement costs (including legal costs, collection fees, and court costs) and these may be added to the outstanding balance.

8. Non-transferability

Your access and rights under these Terms are not transferable without CloudHQ4's written consent (including on sale of your business).

9. GST

Amounts payable under these Terms are exclusive of GST unless stated otherwise. You agree to pay GST where applicable.

10. Privacy

We handle personal information in accordance with the CloudHQ4 Privacy Policy and applicable law.

11. Changes

We may update these Terms by providing at least 14 days' written notice where practical or required.

12. Disputes

If you believe there is an error with billing, notify CloudHQ4 promptly and confirm in writing. We will investigate and respond.

13. Governing law

These Terms are governed by the laws of Victoria, Australia, and the parties submit to the courts of Victoria.

Contact

CloudHQ4 Pty Ltd
1st Floor, Suite 10, 999 Nepean Highway, Moorabbin VIC 3189
Phone: 03 9908 5805