CloudHQ4 Pty Ltd – User Terms & Conditions

Last Updated: [1st July 2020]
These Terms and Conditions are to be read subject to change.

1. Definitions

In these Terms and Conditions:

- **CloudHQ4**, **we**, **us** means **CloudHQ4 Pty Ltd**.
- **CloudHQ4.com** means the CloudHQ4.com platform and/or any products distributed by CloudHQ4 Pty Ltd.
- **User**, **you** means any business authorised by CloudHQ4 Pty Ltd to use CloudHQ4.com or products distributed by CloudHQ4.com.
- **Licence Fees** means the Monthly or Annual licence payments, or any alternative pricing arrangement as agreed.
- **Merchant Services Fee** means the agreed merchant services percentage of credit card sales, where applicable.

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2. Acceptance of Terms

By completing the application forms and/or using CloudHQ4.com services, you agree to be bound by these Terms and Conditions and the CloudHQ4 Privacy Policy.

A User is only authorised once:

1. All required forms are completed and returned to CloudHQ4 Pty Ltd; and

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3. Pricing and Fees (Schedule 1)

3.1 Licence Fees

The cost for CloudHQ4.com is:

- As displayed on the CloudHQ4 website, **or**
- As otherwise agreed between the User and CloudHQ4 Pty Ltd.

CloudHQ4 Pty Ltd reserves the right to adjust Licence Fee payments from time to time.

3.2 Merchant Services Fee (if applicable)

If pricing is based on an agreed Merchant Services Fee:

- The agreed fee is calculated based on a minimum of **three (3) months** of the User's credit card statements.
- After **two (2) months** of use, CloudHQ4 and its merchant partner may review the credit card mix and may contact the User to advise of a possible rate change subject to agreement.

3.3 Additional Consulting Services

Any further consulting services provided by CloudHQ4 Pty Ltd will be charged at the CloudHQ4 Pty Ltd Day/Hourly rates as per the CloudHQ4 Price List.

Unless otherwise agreed separately in writing, **no other support or services are included** in this agreement.

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4. Invoicing and Payment

4.1 Invoicing

Any monies owed will be invoiced depending on your chosen payment option via email.

4.2 Payment Timing

Payment will be debited within **48 hours** of the invoice being issued, using the preferred payment method selected by the User.

4.3 Authority to Debit

You authorise CloudHQ4 Pty Ltd to collect payment for invoices issued for CloudHQ4.com by the payment method selected (including credit card or direct debit).

Where the agreement is based on an agreed Merchant Services Fee, you authorise CloudHQ4 Pty Ltd to collect the agreed merchant fee as issued by CloudHQ4's merchant partner.

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5. Non-Transferability

This agreement is not transferable, including where the User sells their business, unless otherwise agreed in writing by CloudHQ4 Pty Ltd.

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6. GST

If CloudHQ4 Pty Ltd is liable to pay Goods and Services Tax ("GST") on a supply made in connection with this agreement, then you agree to pay CloudHQ4 Pty Ltd on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

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7. Failed Payments

It is your responsibility to ensure there are sufficient clear funds available in your nominated account or valid payment method.

If there are insufficient funds or payment fails:

- You may be charged a fee and/or interest by your financial institution; and/or
- You may incur fees or charges imposed or incurred by CloudHQ4 Pty Ltd; and
- You must arrange for the payment to be made by another method or ensure funds are available so the payment can be processed.

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8. Debt Recovery & Collection Costs (IMPORTANT)

If any invoice remains unpaid after the due date, CloudHQ4 Pty Ltd reserves the right to take recovery action.

You agree that **where CloudHQ4 Pty Ltd is required to engage external debt collectors, solicitors, legal representatives, or any other third party** to recover overdue amounts, then:

all reasonable costs incurred by CloudHQ4 Pty Ltd in recovering the debt (including debt collection fees, legal fees, court costs, and disbursements) will be payable by the User, and may be added to the amount outstanding.

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9. Changes to These Terms

CloudHQ4 Pty Ltd may vary these Terms and Conditions or any direct debit arrangement by providing at least **fourteen (14) days' written notice**.

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10. Privacy

By submitting an application or using CloudHQ4.com services you agree to the CloudHQ4 Privacy Policy.

CloudHQ4 Pty Ltd will keep user information confidential and will only disclose information where required by law or for the purpose of administering the agreement.

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11. Disputes

If you believe an error has occurred in billing or debiting your account, you should notify CloudHQ4 Pty Ltd directly and confirm your notice in writing as soon as possible.

CloudHQ4 Pty Ltd will investigate and respond accordingly.

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12. Notices

Notices may be provided to CloudHQ4 Pty Ltd at:

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

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13. Governing Law

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

14. Cancellation and Termination of Services

14.1 Notice of Cancellation

Users wishing to cancel any CloudHQ4 subscription, software licence or associated service must provide CloudHQ4 Pty Ltd with a minimum of thirty (30) calendar days' written notice. The notice period commences on the date CloudHQ4 receives the written cancellation request at support@cloudhq4.com.

14.2 Monthly Billing During Notice Period

All subscription, licence and associated service fees remain payable during the thirty (30) day notice period. CloudHQ4's normal monthly invoicing cycle will continue throughout the notice period. Where a scheduled monthly invoice falls within the notice period, that invoice will remain payable in full, notwithstanding that the service termination date may occur before the end of the invoiced month. No pro-rata refunds or credits will be provided for any unused portion of a monthly billing period unless otherwise agreed in writing by CloudHQ4 Pty Ltd or required by law.

14.3 Fixed-Term Agreements

Where a User has entered into a separate fixed-term agreement, the cancellation provisions and any applicable early termination charges contained in that agreement will continue to apply.

14.4 Outstanding Payments

Cancellation does not release the User from any outstanding fees, charges or other contractual obligations incurred before the effective cancellation date.

14.5 Data and Account Closure

Users are responsible for arranging any required data exports before their service termination date. Where CloudHQ4 is requested to undertake data extraction, migration or other services outside its standard cancellation process, additional fees may apply at CloudHQ4's prevailing hourly rates, subject to prior agreement. Following termination, access to the relevant services may be disabled and associated data managed or deleted in accordance with CloudHQ4's applicable data retention obligations and Privacy Policy.