



OzOnCloud
Oz business on Oz cloud

TERMS OF SERVICE

v1.1

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Introduction

1. Thank you for purchasing this Service or Services from us.
2. Your purchase is governed by these **Terms and Conditions** of sale. If you proceed you will be taken to have agreed to these Terms.
3. For the avoidance of doubt, if you are obtaining a free trial of the Service, by accepting the trial you will be deemed to have accepted these Terms. Except as otherwise stated, for the purpose of these terms and the documents referred to in clause 6, you will be treated as if you have made a full purchase.
4. These Terms are governed by the laws of the State of Victoria.
5. Any claim under these Terms may be brought only in the courts of that state.
6. In addition to reading these Terms you must also read our Privacy Policy, Cookie Policy, Customer Service Policy and Acceptable Use Policy. By accepting these Terms you warrant that you and agree to each of those documents.

Definitions and Interpretation

7. In these terms and conditions of sale unless the context requires otherwise:
 - a. **Acceptable Use Policy** means the document available at https://ozoncloud.com.au/acceptable_Use_Policy_v1.1.pdf.
 - b. **Business Day** means a day on which the banks are ordinarily open for business in Melbourne, excluding Saturday, Sunday and public holidays.
 - c. **Customer Service Policy** means the document available at https://ozoncloud.com.au/customer_service_Policy_v1.1.pdf.
 - d. **Marketing Message** means a promotional email or text message.
 - e. **Privacy Policy** means the document available at https://ozoncloud.com.au/privacy_policy_v1.1.pdf.
 - f. **Service** means those products or services that you hereby choose to purchase using this website.
 - g. **Cookie Policy** means the document available at https://ozoncloud.com.au/cookie_policy_v1.1.pdf.
 - h. **Service Message** means an email or text message directly relating to the Service that you have purchased from us.
 - i. **Synergy Wholesale** means Synergy Wholesale Pty Ltd (the registrar of record
 - j. for your Domain Name) - <https://synergywholesale.com>.
 - k. **“We” “our” or “us”** means **TechDB Pty Ltd T/as OzOnCloud** ABN 87 625 224 571.
 - l. **Website Availability** means the percentage of time in a calendar month that a Service was available for access by third parties by HTTP (port 80) an /or HTTPS (port 443), as determined by our internal and external monitoring.
 - m. The singular includes the plural and vice versa.
 - n. Headings are for convenience only and do not affect the interpretation of this document.
 - o. If something is required to be done on a day that is not a Business Day it will instead be required to be done on the next Business Day.

Acceptance of the Terms

8. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by OzOnCloud - TechDB Pty Ltd in the user interface.

Communication

9. You agree to receive Service Messages from us. You may not unsubscribe from receiving Service Messages and will continue to receive Service Messages unless you cancel the Service.
10. You agree to receive Marketing Messages from us. You may unsubscribe from our Marketing Message recipient list.
11. If you unsubscribe from our Marketing Message recipient list, we will endeavor not to send you Marketing Messages but will incur no liability if we do so.
12. Information contained in Service Messages and Marketing Messages is accurate at the time of sending but may quickly become outdated.
13. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself
(Such as identification or contact details), including:
 - a. Email address
 - b. Preferred username
 - c. Mailing address
 - d. Telephone number
 - e. Password
 - f. Company Name and ABN

Availability of Service

14. Subject to the terms of the Service Level Agreement, we will endeavor to ensure that Services are always available. However, we will not be liable for Service Interruptions. Except as provided in the Service Level Agreement, we will not incur any liability due to the availability (or lack thereof)
15. You specifically acknowledge that from time to time the Service may be unavailable due to scheduled or unscheduled maintenance or technical issues. We will endeavor to ensure that Service outages do not last more than 2 hours unless we have posted a notice on our website informing customers of the outage and expected length of the outage.
16. We will not be liable for any error in a notice referred to in clause 15.
17. For the avoidance of doubt, we may carry out maintenance at any time we see fit (in our absolute discretion).

Domain Names

18. You specifically acknowledge that any domain name registration, transfer, or renewal are processed through **Synergy Wholesale** and warrant that you have read and agree to any applicable agreement or terms and conditions of Synergy Wholesale before purchasing any domain name.
19. Unless otherwise stated, all Domain Name purchases are non-refundable.
20. We offer no warranty and do not guarantee that a domain name registration will be approved by the relevant registry or registries, irrespective of whether the invoice for the domain name has been paid. Please do not take any action in relation to domain name prior to receiving notification that the domain name has been registered and confirming this via the WHOIS lookup.
21. You release us from all liability in respect to a third party's decision to refuse registration, renewal or transfer of a domain name.
22. We may refuse to renew a Domain Name for any reason (in our absolute discretion). You will not bring a claim against for doing so. You also expressly acknowledge that we will not generally renew domain names if we have not received payment and/or been informed that you wish to renew registration of the domain name.
23. You acknowledge that we are not obligated to renew a Domain Name if it is determined that you do not satisfy the eligibility criteria to continue holding the Domain Name License.
24. You acknowledge that registration and on-going use of the Domain Name(s) are subject to the relevant naming authority's terms of service and any applicable Registrant Agreement. You are responsible for ensuring awareness of these terms and that they are adhered to.
25. You acknowledge that Domain Name registration, renewal or transfer may be declined by OzOnCloud if you are in breach of the Terms of Service, Acceptable Use Policy, Customer Service Policy or any applicable Registrant Agreement, or you have other unpaid invoices in your Account.
26. You acknowledge that You are responsible to ensure that the Registrant, Technical and Administrative contact information is kept up to date on every domain name. As per registry-registrar policy and agreements, **OzOnCloud** will use the Registrant contact information to advise You of any pending expiry, renewal or transfer requests relating to the domain name.
27. Should You choose to terminate all Service(s) with OzOnCloud, but does not transfer a Domain Name to another registrar, You agree that OzOnCloud may contact You after the Account closure to advise of any domain name expiry, renewal or transfer request.
28. You warrant that OzOnCloud is authorised to act as the Designated Agent to approve any changes made to registrant contact details on behalf of the old or new registrant for any generic top-level domains governed by ICANN.
29. You acknowledge that Enabling "ID protection" on any generic top-level domain governed by ICANN is not considered a material change to the registrant data given that as per ICANN requirements the Registrar holds all original registrant data.
30. You acknowledge that OzOnCloud will reset all Domain Transfer EPP Passwords upon successful completion of any inbound transfer.

Subscription to use the Services

31. To access the Services, you must first purchase a subscription through the Website (the '**Subscription**') and pay the applicable fee for the selected Subscription (the '**Subscription Fee**').
32. In purchasing the Subscription, you acknowledge and agree that it is your responsibility to ensure that the Subscription you elect to purchase is suitable for your use.
33. Once you have purchased the Subscription, you will then be required to register for an account through the Website before you can access the Services (the '**Account**').
34. Once you have completed the registration process, you will be a registered member of the Website ('**Member**') and agree to be bound by the Terms. As a member you will be granted immediate access to the Services from the time you have completed the registration process until the subscription period expires (the '**Subscription Period**').
35. You may not use the Services and may not accept the Terms if:
 - a. you are not of legal age to form a binding contract with **OzOnCloud - TechDB Pty Ltd**; or
 - b. you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services.

Customer Warranties

36. You will use the Services only for purposes that are permitted by the Terms, any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.
37. You have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services.
38. You Agreed that access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of OzOnCloud - TechDB Pty Ltd providing the Services.
39. You will not use the Services or the Website in connection with any commercial endeavors except those that are specifically endorsed or approved by the management of OzOnCloud - TechDB Pty Ltd.
40. You will not use the Services or Website for any illegal and/or unauthorized use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorized framing of or linking to the Website.
41. You agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by OzOnCloud - TechDB Pty Ltd for any illegal or unauthorized use of the Website.
42. You warrant that any information you give to OzOnCloud - TechDB Pty Ltd while completing the registration process will always be accurate, correct and up to date.
43. You warrant that in making a purchase, you have not relied on any information, warranty or representation not contained in these Terms.

44. You are solely responsible for any third party accessing your account (whether or not the party has been authorized by you to do so). If a party accesses your account without authorization, you should promptly notify us and refer the matter to law enforcement.
45. If we offer or have offered any free trial period, you warrant that you will only use it once.
46. You specifically warrant that you will abide by the provisions of our Acceptable Use Policy.

General Disclaimer

47. OzOnCloud - TechDB Pty Ltd will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
48. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of OzOnCloud - TechDB Pty Ltd make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of OzOnCloud - TechDB Pty Ltd) referred to on the Website, includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - a. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorized access to records.
 - b. the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website).
 - c. costs incurred as a result of you using the Website, the Services or any of the products of OzOnCloud - TechDB Pty Ltd; and
 - d. the Services or operation in respect to links which are provided for your convenience.

Payment

49. If you have provided a credit card or a PayPal info, you authorize us to charge that payment method for the cost of any Service, and if relevant, to do so on an ongoing basis. You also acknowledge that while we will endeavor to keep your payment information secure, we will not be liable for any security breach resulting in a third party obtaining your information.
50. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe and PayPal terms and conditions which are available on their website.
51. We may refuse to bill a credit card if we believe that the transaction is fraudulent in any way.

52. You acknowledge and agree that where a request for the payment of the Subscription Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Subscription Fee.
53. You agree and acknowledge that OzOnCloud - TechDB Pty Ltd can vary the Subscription Fee at any time and that the varied Subscription Fee will come into effect following the conclusion of the existing Subscription Period.

Refund Policy

54. OzOnCloud - TechDB Pty Ltd will only provide you with a refund of the Subscription Fee in the event they are unable to continue to provide the Services or if the manager of OzOnCloud - TechDB Pty Ltd makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances. Where this occurs, the refund will be in the proportional amount of the Subscription Fee that remains unused by the Member (the '**Refund**').
55. Domain Names, SSL certificates, Software Licences are not eligible for a refund.

Billing Periods

56. Most Services are month to month Services. The following applies in relation to monthly Services:
 - a. We will bill you for one month immediately on your purchase of the Service.
 - b. Until you cancel your Service we will bill you once per month, generally on the monthly anniversary of you having purchased the Service.
 - c. To cancel any service, you should login to our management portal using the credentials that we will send you after you complete your purchase. If you do not receive credentials within 24 hours you should contact us. A service will not be cancelled until, after cancelling it through our management portal, you receive confirmation of the cancellation from us.
 - d. In relation to month-to-month services, we will bill you a month in advance. If you cancel your Service you will not be refunded for the current month but may continue to use the Service until your next billing date.
 - e. If you purchase a Service upgrade, we will generally bill you the fee for the Service upgrade on a pro rata basis based on the number of days until your next billing date.
 - f. If you downgrade a service, you will be provided with a pro rata credit on your next billing date.
57. For the avoidance of doubt, if we offer any bimonthly, quarterly, half yearly or annual Services the provisions of clause 58 will apply except that the word "month" will be replaced by "two months"/"quarter"/"half year"/"year" as the case may be.
58. If we offer a "one off Service" you will be billed immediately on purchase of that Service. Unless otherwise stated, the service is non refundable.
59. All prices are inclusive of any government taxes and charges unless otherwise noted.

60. Any unpaid invoices need to be paid in full before new service(s) will be provisioned.
61. Failure to pay any fee may result in immediate suspension of all services and/or may result in the account being referred to an external collection agency, which may include collection costs and interest.

Cancellation by us

62. We may (in our absolute discretion) cancel any Service if you:
 - a. Breach any policy referred to in this agreement; and/or
 - b. Become insolvent or bankrupt (or if we have reason to believe that you have become insolvent or bankrupt);
 - c. Fail to pay an invoice in full when it falls due (time being of the essence). For the avoidance of doubt, if a credit card payment fails, you will be taken to have failed to pay an invoice.
63. You will have no claim against us if we cancel a Service (regardless of the reason) except for a refund in relation to any period for which you have paid and not received the Service.
64. If a Service is cancelled (whether by us or you) and you have not paid us for a period of time in which you received the Service, you must pay us for that period.

Backup of Data

65. You are solely responsible for backing up any data stored on our servers or provided to us by as part of any Service. We will generally endeavor to archive your data, but will not be liable for failing to do so.

Exclusion of Indirect and Consequential Liability

66. You will not hold us liable for any indirect or consequential liability arising out of your use of the Service or under this agreement.

Limitation of Liability

67. To the fullest extent permitted by law, you release us from all liability arising out of your use of the Service and/or this agreement. If we do incur any liability, it will be limited to the amount that you have paid us for the Service from which the liability arises.
68. You agree to indemnify us against any third-party claim arising out of your use of the Service.
69. Clauses 67-68 do not merge on completion.

General Provisions

70. Failure by us to exercise a right does not constitute a waiver of that right.
71. We may amend these terms at any time at our absolute discretion. If we amend these terms, we will post notice of the amendment on our website, which you should check frequently. If you continue using the Service after we post notice of an amendment to these terms, you will be taken to have accepted the amendment. Unless otherwise provided at law, we are not required to provide any refund.

If you have any questions about this agreement, please contact our Customer Care team via email at customer care@ozoncloud.com.au