

# Service Level Agreement

## 1. Definitions

- 1.1. "Customer" means the person or entity who ordered services provided by Excise Cloud Australia.
- 1.2. "Customer Service" means the relationship between Excise Cloud Australia staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
- 1.3. "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 calculation of excise, electronic lodgements, audits, advice. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Excise Cloud Australia has sent after the Customer requests the service. The specific details of the Services can be found on our website.
- 1.4. "SLA" means Service Level Agreement (this agreement).
- 1.5. "Excise Cloud Australia" means Excise Cloud Pty Ltd.
- 1.6. "Excise Cloud Australia customer login" refers to Excise Cloud Australia's customer account, billing and management portal, available online at <https://excise.cloud>.
- 1.7. "IP" means intellectual property of Excise Cloud Australia
- 1.8. "ATO" means Australian Government's Tax Office

## 2. Our Goal

- 2.1. Excise Cloud Australia's goal is to achieve 100% on time Service(s), and for all Customers.
- 2.2. Maintain a transparent system in terms of calculations and how it produces the excise payable each month while protecting the IP of Excise Cloud Australia.

## 3. Remedy

- 3.1. Pursuant to Section 3 below, Excise Cloud Australia will issue an account credit to the Customer's account if the Service is less than 100%, based on the following:
- 3.2. For a monthly excise management Service(s)

| Monthly excise management Service(s) | Credit Percentage  |
|--------------------------------------|--|
| Excise calculation is inaccurate.    | 100%, if the calculation is proven inaccurate by the ATO.<br><br>The time Excise Cloud requires to provide the data a customer has supplied to Excise Cloud will not be charged to the customer. |

- 3.3. Unless specified, all other Service(s) do not offer any credit percentage.
- 3.4. The credit amount will be calculated on the monthly Service fee, minus any discounts which have been applied.
- 3.5. The Customer will be notified by Excise Cloud Australia by email in the event of a credit being available, which must be then claimed by the Customer using an email with the subject "SLA Claim option".

## 4. Exceptions

- 4.1. The Customer will not be entitled to any remedy under this SLA if the service is reduced or impaired due to any exception named in this section of the agreement.  
Circumstances beyond Excise Cloud Australia's reasonable control, including but not limited to, acts of any governmental body, war, insurrection, sabotage, armed

- conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third party services, Denial of Service attacks, or failure of third party software.
- 4.2. Scheduled maintenance or upgrades, including emergency maintenance or upgrades pursuant to Section 6 of this agreement.
  - 4.3. SLA breaches reported by third party monitoring services belonging to or engaged by the Customer.
  - 4.4. Customer's acts or omissions, any negligence, wilful misconduct, or use of the Service in breach of Excise Cloud Australia's Terms of Service and Acceptable Use.
5. **5. Policy**
- 5.1. Outages elsewhere on the Internet, DNS caching, browser caching, or any other reason that hinders access to the Service while others can still access it.
6. **6. Maintenance**
- 6.1. Excise Cloud Australia will perform scheduled maintenance at a time which is deemed suitable by Excise Cloud Australia, and should it require any Service(s) to be offline for greater than thirty (60) minutes, Excise Cloud Australia will email details of the scheduled maintenance at least two (2) days prior. These periods are not included in the website availability calculations.
  - 6.2. Unscheduled maintenance will be performed as required by Excise Cloud Australia , and should any Service(s) be offline for greater than thirty (60) minutes, Excise Cloud Australia will email details of the maintenance and any updates until it has been completed. These periods are not included in the website availability calculations.
7. **7. Acceptance**
- 7.1. The Customer signified acceptance of this Service Level Agreement, as well as our Terms of Service, Customer Service Policy, Acceptable Use Policy, Privacy Policy and any applicable Registrant Agreement, when they submitted their order to Excise Cloud Australia for Services, and that order was accepted.
8. **8. Changes**
- 8.1. Excise Cloud Australia may amend our Service Level Agreement at any time. Changes to this agreement will become effective upon their publication to our website.
  - 8.2. 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 Services) in-line with our cancellation policy found within our Terms of Service.

**If you have any questions about this agreement please contact our Customer Care team via email at [team@excise.cloud](mailto:team@excise.cloud).**

| Version | Changes   | Date       |
|---------|-----------|------------|
| 1.1     | Published | 13-10-2017 |
|         |           |            |