

Terms of Service

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. Acceptance

- 2.1. 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.

3. Communication

- 3.1. The Customer agrees to receive emails directly relating to the Service(s) provided, as well as marketing and promotional emails from Excise Cloud Australia to the email address registered to their account. The Customer can unsubscribe from marketing and promotional emails only.

4. Availability of Services

- 4.1. While Excise Cloud Australia will endeavour to provide continuous availability of all Service(s) to the Customer, Excise Cloud Australia will not be liable for any Service interruptions or downtime that is not covered by a Service Level Agreement (where applicable).

5. Account.

- 5.1. It is the Customer's responsibility to ensure that the Registrant, Technical and Administrative contact information is kept up to date on every company name. As per registry-registrar policy and agreements, Excise Cloud Australia will use the Registrant contact information to advise the Customer of any pending expiry, renewal of service.

6. Customer General Warranties and Undertaking

- 6.1. The Customer warrants that any information supplied to Excise Cloud Australia is true and correct and will be kept current and up to date.
 - 6.2. The Customer warrants that they will keep all passwords and sensitive information in a secure location and this information is not shared with any other party.
 - 6.3. The Customer warrants that at the time of entering into this agreement they are not relying on any representation made by Excise Cloud Australia, its staff, agents or affiliates, which has not been expressly stated in this agreement.
 - 6.4. The Customer agrees that they are solely responsible for dealing with cases of unauthorised third parties accessing their Account and/or Service(s). These matters should be referred to the Australian Federal Police for investigation as soon as possible.
7. Excise Cloud Australia General Warranties and Undertaking
- 7.1. Excise Cloud Australia shall not be liable to the Customer for harm caused by or related to the Customer's Service(s) or inability to utilise the Service(s) unless caused by gross negligence or wilful misconduct.
 - 7.2. Excise Cloud Australia shall not be liable to the Customer for lost profits, direct or indirect, special or incidental, consequential or punitive; or damages of any kind whether or not they were known or should have been known.
 - 7.3. Notwithstanding anything else in this agreement, the maximum aggregate liability that Excise Cloud Australia, any of its employees, agents or affiliates, under any theory of law, shall not exceed a payment in excess of the amount paid by the Customer for the Service in question for the six months prior to the occurrence of the event(s) giving rise to the claim.
 - 7.4. Excise Cloud Australia does not warrant that:
 - 7.4.1. Any Service(s) provided will be uninterrupted or error free;
 - 7.4.2. The Service(s) will meet your requirements, other than as expressly set out in this agreement;
 - 7.4.3. The Service(s) will not be subjected to external hacking attempts, viruses, worms, denial of service attacks, or other persons gaining unauthorised access to the Service(s) or any Excise Cloud Australia system.
 - 7.5. Excise Cloud Australia does not make or give any express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any goods or services provided under or incidental to this agreement.
 - 7.6. In no event will Excise Cloud Australia be liable to the Customer for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.
 - 7.7. Third party services engaged by the client through a referral including but not limited, (electronic lodgements, audits, advice) are done so at the Customer(s) own undertaking. Excise Cloud Australia does not provide any express or implied warranty on the quality of their product(s) nor the outcomes expected and is under no obligation to extend support for externally managed or purchased products.
8. Accounts and Billing
- 8.1. The Customer agrees to a month to month contract term for Service(s) unless otherwise stated in the Service offering, or otherwise agreed in writing. The month to month contract for Service(s) is automatically renewed each month in perpetuity subject to cancellation by the Customer.

- 8.2. Monthly Service(s) are established as part thereof, signifying the beginning of a new month demotes commitment till the end of that monthly period.
- 8.3. In relation to fees for Service(s):
 - 8.3.1. Fees for Service(s) ordered by the Customer shall begin on the date of the initial order and shall be prorated to include all days until the first day of the next month, and the chosen billing cycle in advance. This may be monthly, quarterly, semi-annually, annually, biennially or triennially.
 - 8.3.2. The first day of the month will serve as the anniversary date for all future billings including one time fees, upgrades, additional services, cancellations and service credits, unless the Service(s) only allows annual or biennial billing cycles.
 - 8.3.3. Fees are due in advance of the billing cycle and will be invoiced to the Customer ten (10) days prior to the due date. If a credit card is stored in the Account it will be charged three (3) days prior to the due date to allow sufficient time for any potential issues (such as insufficient funds, expired cards, et cetera) to be rectified before the due date.
- 8.4. In relation to fees for upgrades to Service(s):
 - 8.4.1. Upgrades ordered by the Customer on the billing anniversary date will be billed for a full cycle and will continue each cycle on the anniversary date, unless the Service(s) only allows annual or biennial billing cycles.
 - 8.4.2. Upgrades ordered by the Customer after the billing anniversary date will be prorated to the next anniversary date at the full monthly cost. Future fees will appear as the new plan from your existing anniversary billing date.
 - 8.4.3. Fees for upgrades will be payable within seven (7) days of the upgrade taking place. If a credit card is stored in the Account it will be charged three (3) days prior to the due date to allow sufficient time for any potential issues (such as insufficient funds, expired cards, et cetera) to be rectified before the due date.
 - 8.4.4. Additional fees may be payable for upgrades where manual work is required by Excise Cloud Australia to process the upgrade request.
- 8.5. In relation to fees for downgrades to Service(s)
 - 8.5.1. Downgrades will be processed when the request is received from the Customer, unless otherwise specified in the request.
 - 8.5.2. An Account credit will be issued to the Customer's Account for the difference of any prorated pre-paid amount minus the cost of the new plan prorated on the chosen cycle.
 - 8.5.3. Additional fees may be payable for downgrades where manual work is required by Excise Cloud Australia to process the downgrade request.
- 8.6. Fees for one-off Service(s) are due within seven (7) days of the invoice being issued.
- 8.7. All published prices are inclusive of any government taxes and charges unless otherwise noted.
- 8.8. Any unpaid invoices in the Customer's Account must be paid in full before new Service(s) will be provisioned.
- 8.9. Failure to pay any fees may result in the account being referred to an external collection agency, which may include interest (calculated daily) and collection costs.
- 8.10. Service(s) with unpaid invoices that are more than seven (7) days past the due date will be automatically suspended, with full payment for all outstanding invoices required before the Service(s) can be reactivated.

- 8.11. Services with unpaid invoices that are not paid in full within fourteen (14) days of the due date will be automatically terminated. Restoration of terminated Service(s) is subject to Excise Cloud Australia's Terms of Service.
9. Payments by Credit Card
 - 9.1. In the event a new Service is ordered by the Customer with payment via credit card, this credit card information may be stored against on the Customer's Account and may be used for future automatic invoice payments.
 - 9.2. Where a credit card number is stored on the Customer's Account, this may be automatically used for the payment of due invoices. In such cases, payments will typically be taken three (3) days prior to the due date of the invoice.
10. Refunds
 - 10.1. A full method, if the order was placed within forty-five (45) days of the date that the refund was requested for any of the following Service(s): refund will be provided to either account credit or returned to the original payment
 - 10.1.1. Any monthly or quarterly service
 - 10.2. A pro rata refund will be provided to account credit only if the refund request was made more than forty-five (45) days after the order was placed for any of the following Service(s):
 - 10.2.1. Any monthly or quarterly service
 - 10.3. The Customer will not be entitled to a refund if any of Excise Cloud Australia's Terms, Policies and Agreements have been breached by the Customer.
 - 10.4. All other refunds will be processed at the sole discretion of Excise Cloud Australia, in-line with the Australian Competition & Consumer Commission's published policies and guidelines. More information can be found at <http://www.accc.gov.au/consumers/consumer-rights-guarantees>.
11. Cancellation
 - 11.1. The Customer can request cancellation of their Account or any Service(s) for any reason by submitting a cancellation request by email to team@excise.cloud and phone. For security reasons, we will not accept cancellation requests by any other method.
 - 11.2. Any prepaid fees for Service(s) past the current billing month will be refunded in accordance with the Refunds subsection of this agreement once a refund request has been made by the Customer.
 - 11.3. The Customer agrees to pay any outstanding invoices upon cancellation of their Service(s).
 - 11.4. If the Customer requests cancellation of a Service after the invoice for the renewal of the Service has been paid, a refund will be issued in accordance with the Refunds subsection of this agreement.
12. Suspension and Termination of Service(s)
 - 12.1. Excise Cloud Australia may suspend or terminate Service(s) if:
 - 12.1.1. The Customer is found to be in breach of any policy including but not limited to the Terms of Services, Acceptable Use Policy, Customer Service Policy or any applicable Registrant Agreement;
 - 12.1.2. The Customer has become insolvent or bankrupt;
 - 12.1.3. The Customer has unpaid invoices.
 - 12.2. Excise Cloud Australia may decide at its sole discretion to advise a Customer that their Account and/or Service(s) will be terminated by giving fourteen (14) days written notice,

and any applicable refunds will be processed as per the Refunds subsection of this agreement.

12.3. If a Customer's Account is closed for any reason, or any Service(s) suspended or terminated, the Customer must pay all outstanding invoices by the due dates.

12.4. If a service is suspended or terminated for any reason, Excise Cloud Australia is under no obligation to provide the Customer with a copy of any data associated with the Service(s). Excise Cloud Australia may provide the customer with a backup of the data, if it is available, for a fee of \$199.95.

13. **Data Management**

13.1. It is the Customer's sole responsibility to maintain regular offsite backups of their data. The Customer will not hold Excise Cloud Australia liable for incomplete, out of date or corrupt data recovered from backups and archives.

13.2. Excise Cloud Australia is under no obligation to maintain a backup of the Customer's data following the suspension or cancellation of the Service for any reason.

13.3. Excise Cloud Australia holds no responsibility for any issues which arise during the use of third party services.

14. **Use of Identity**

14.1. The Customer agrees that the use of any Excise Cloud Australia logo or company information is within approved marketing guidelines.

14.2. Excise Cloud Australia agrees not to use a Customer name, logos or information without prior written consent of the Customer.

15. **Governing Law**

15.1. The Customer agrees to abide by all local, state and federal laws pursuant to the Service(s) delivered by Excise Cloud Australia.

15.2. The Customer agrees that these and all Excise Cloud Australia Terms, Policies and Agreements are governed by the laws of Queensland, Australia, and agrees to the exclusive jurisdiction of the Courts of that state.

16. **Changes**

16.1. 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.

16.2. 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.

Version	Changes	Date
1.1	Published	13-10-2017