Terms of Service
Version 1.1

1. **Definitions**
   1.1. "Customer" or "Client" means the person or entity who ordered services provided by Cloud Domain.
   1.2. "Customer Service" means the relationship between Cloud Domain staff and the Customer, with the purpose of assisting the Customer with a question they have asked.
   1.3. "Ticket" refers to a secure electronic message sent by the Customer to Cloud Domain via the Cloud Domain Client Area for assistance or for any questions they may have with any Service(s).
   1.4. "Registry" refers to person(s) or entity(ies) responsible for providing registry services. These services include customer database administration, zone file publication, DNS and DNSSEC operation, marketing and policy determination in regards to a top level domain name. A Registry may outsource some, all, or none of these services. Different registries exist for different TLDs.
   1.5. "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 provisioning of space on one of our servers and a connection to and from the internet for web, email hosting and/or FTP services to function at the level specified in the chosen service level, domain name registration or transfer or renewal, SSL, VPS and SMS services. These product(s) and service(s) are identified in full within the "sign up" and "service provision" emails Cloud Domain has sent after the Customer requests the service. The specific details of the Services can be found by logging in to the Cloud Domain Client Area or on our website.
   1.6. "Cloud Domain" means Millennium Reign Pty Ltd (T/A Cloud Domain).
   1.7. "Cloud Domain Client Area" refers to Cloud Domain's customer account, billing and management portal, available online at https://www.cloudomain.com.au/clientarea.php
2. **Acceptance**
   2.1. The Customer signified acceptance of our Terms of Service, as well as our Acceptable Use Policy, Privacy Policy, Customer Service Policy and any applicable Client Agreement, when they submitted their order to Cloud Domain, and that order was accepted.
   2.2. The Customer acknowledges that they are solely responsible for ensuring that all Service(s) are in full compliance with this policy, and that they are solely responsible for the files and applications that have been uploaded and executed.

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 Cloud Domain to the email address registered to their account. The Customer can unsubscribe from marketing and promotional emails only.

   3.2. The Customer may opt-in to receive email and SMS notifications from our Service Status system in relation to their Service(s). This subscription can be modified at any time by the Customer through Cloud Domain Client Area and are disabled by default.

   3.3. Customers with eligible services (eg: Business cPanel shared hosting services) may receive service specific notifications (including, but not limited to suspension notices) via SMS to their mobile device if a mobile number is present in Cloud Domain Client Area.

   3.4. If the Customer does not want to receive these mandatory service specific emails and/or SMS messages (where applicable), they are required to cancel all active Services and close their Account, in accordance with Section 11 of this policy. The Customer may, however, opt-out from receiving marketing and promotional emails at any time by disabling them in Cloud Domain Client Area.

4. **Availability of Services**

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

   4.2. Scheduled maintenance will be performed at a time which is deemed suitable by Cloud Domain, and should it require any Services to be offline for greater than thirty (30) minutes, Cloud Domain will post details of the scheduled maintenance at least one (1) day prior.

   4.3. Unscheduled maintenance will be performed as required by Cloud Domain, and should any Service(s) be offline for greater than thirty (30) minutes, Cloud Domain will post details of the maintenance and any updates until it has been completed. Details of these events can been found at https://www.clouddomain.com.au/serverstatus.php If you wish to receive notices by email and/or SMS, please subscribe to service status notifications through Cloud Domain Client Area.

5. **Domain Names**

   5.1. The Customer acknowledges Cloud Domain will process all domain registrations, transfers and renewals via Synergy Wholesale.

   5.2. The Customer acknowledges that they have read, and agree to any applicable Registrant Agreement before purchasing any Domain Name(s) from Cloud Domain.

   5.3. The Customer acknowledges that all Domain Name(s) are nonrefundable once the order has been accepted and processed by Cloud Domain.

   5.4. Cloud Domain does not warrant or guarantee that a Domain Name registration will be approved by the Registry, irrespective of whether the invoice for the Domain Name(s) has been paid. The Customer should take no action in respect of the requested Domain Name(s) until they have been notified by Cloud Domain that the Domain Name(s) have been successfully

registered and the Customer has verified the registration through public WHOIS lookup.

5.5. The registration and ongoing use of the Domain Name(s) are subject to the relevant naming authority's terms of service and any applicable Registrant Agreement. The Customer is responsible for ensuring awareness of these terms and that they are adhered to.

5.6. The Customer waives any right to make claim against Cloud Domain in respect to a decision made by any Registry or Regulatory Body to refuse registration, renewal, transfer or continued use of a Domain Name.

5.7. The Customer acknowledges that Cloud Domain is not obligated to renew a Domain Name if the Customer has;

    5.7.1. not confirmed to Cloud Domain that the domain name is to be renewed, or

    5.7.2. the invoice for renewal has not been paid in full, or

    5.7.3. it is determined that the Customer does not satisfy the eligibility criteria to continue holding the Domain Name license.

    5.7.4. **Note**: In these circumstances, Cloud Domain will not be held liable by the Customer for any loss or damages. All renewal requests must be submitted via the Cloud Domain Client Area and it is the Customer's responsibility to confirm that the renewal request has been successfully processed in full.

5.8. Domain Name registration, renewal or transfer may be declined by Cloud Domain if the Customer is in breach of the Terms of Service, Acceptable Use Policy, Customer Service Policy or any applicable Registrant Agreement, or the customer has other unpaid invoices in their account.

5.9. It is the Customer's responsibility 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, Cloud Domain will use the Registrant contact information to advise the Customer of any pending expiry, renewal or transfer requests relating to the domain name.

5.10. The domain name registrant explicitly confirms that Cloud Domain will act as their Designated Agent in the event of any material change to gTLD domain name registrant data.

5.11. Should the Customer choose to terminate all Service(s) with Cloud Domain, but does not transfer a Domain Name to another registrar, the Customer agrees that Cloud Domain may contact the customer after the account closure to advise of any domain name expiry, renewal or transfer request.

6. Customer General Warranties and Undertaking

6.1. The Customer warrants that any information supplied to Cloud Domain is true and correct and will be kept current and up to date via the Cloud Domain Client Area.

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 Cloud Domain, 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. Cloud Domain's General Warranties and Undertaking

7.1. Cloud Domain 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. Cloud Domain 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 Cloud Domain, 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. Cloud Domain 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 Cloud Domain system.

7.5. Cloud Domain 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 Cloud Domain 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 cPanel including but not limited to SEO and web design tools are done so at the Customer(s) own undertaking. Cloud Domain 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 (eg. domain names, SSL certificates, special Service(s) with an agreed term), 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, semiannually, 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 (eg. domain name registrations, SSL certificates, et cetera).

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 (eg. domain name registrations, et cetera).

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 Cloud Domain 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 prepaid 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 Cloud Domain to process the downgrade request.

8.6. Fees for one off Service(s) including, but not limited to, dedicated IP addresses, SSL certificates, SMS credits, instant data blocks and instant disk blocks, 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 Cloud Domains'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. The following Service(s) are not eligible for a refund if the Service has been successfully provisioned by one of Cloud Domain's suppliers:

10.1.1. Domain names;
10.1.2. SSL certificates;
10.1.3. SMS credits;
10.1.4. Software licences.

10.2. A full refund will be provided to either account credit or returned to the original payment method, if the order was placed within fortyfive (45) days of the date that the refund was requested for any of the following Service(s):

10.2.1. Any shared cPanel web hosting Service;
10.2.2. Any dedicated email hosting Service;
10.2.3. Any VPS hosting Service.

10.3. A pro rata refund will be provided to account credit only if the refund request was made more than fortyfive (45) days after the order was placed for any of the following Service(s):

10.3.1. Any shared cPanel web hosting Service;
10.3.2. Any dedicated email hosting Service;
10.3.3. Any VPS hosting Service.

10.4. The Customer will not be entitled to a refund if any of Cloud Domain's Terms, Policies and Agreements have been breached by the Customer.

10.5. All other refunds will be processed at the sole discretion of Cloud Domain, inline 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/consumer-guarantees.

11. Cancellation

11.1. The Customer can request cancellation of their Account or any Service(s) for any reason by logging in to Cloud Domain Client Area and submitting a cancellation request. 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. This can only be done by submitting a ticket through the Cloud Domain Client Area.

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.   Cloud Domain 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.   Cloud Domain 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 web hosting, dedicated email hosting or VPS Service is suspended or terminated for any reason, Cloud Domain is under no obligation to provide the Customer with a copy of any data associated with the Service(s). Cloud Domain 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 Cloud Domain liable for incomplete, out of date or corrupt data recovered from backups and archives.

13.2.   For shared cPanel web hosting and dedicated email hosting Service(s), Cloud Domain makes every reasonable effort to backup and archive the Customer's data on a regular basis for the sole purpose of disaster recovery. Cloud Domain does not take automated system backups of Virtual Private Server (VPS) Service(s) or any other Service(s) unless explicitly stated.

13.3.   In the event of hard disk failure or data corruption of a shared cPanel web hosting or dedicated email hosting server, Cloud Domain will restore data from the last known verified archive. If backup and archived data appears to be corrupt, the Customer should be prepared to upload all of their data to their Service(s) from their own copy or an offsite backup; and recreate all mailboxes, databases, FTP accounts, etc.

13.4.   If the Customer requires Cloud Domain to supply a backup of their data for an active shared cPanel web hosting or dedicated email hosting Service, for any reason or purpose that is not the direct fault of Cloud Domain, a fee of $59.95 per Service will be payable by the Customer before the data will be made available. Services in a suspended, cancelled or terminated state within the Cloud Domain Client Area are not considered an active Service.

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

13.6.   Cloud Domain holds no responsibility for any issues which arise during the use of third party services including but is not limited to R1Soft, Softaculous, Installatron and RVSiteBuilder. Issues which occur as a result of failed upgrade attempts by the Customer are outside the control of Cloud Domain.

14. Use of Identity

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

14.2. Cloud Domain 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 Cloud Domain.

15.2. The Customer agrees that these and all Cloud Domain's Terms, Policies and Agreements are governed by the laws of Tasmania and Victoria, Australia, and agrees to the exclusive jurisdiction of the Courts of those states.

16. Changes

16.1. Cloud Domain may amend our Terms of Service 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 wecare@cloudomain.com.au

Document Change History

Date	Description of Change	Version
13/02/2017	Document Creation	1.0
13/09/2017	5.10 Designated Agents	1.1