



Website Terms & Conditions

1. Introduction

- 1.1. By using this website (located at <https://cloud.gg/vip>), any related websites or URLs, social media platforms owned or operated by us (**Sites**) and our services, including making a purchase through the Sites and use of our contact form (collectively, the **Services**), you agree to be legally bound by these Terms and Conditions (**Terms**).
- 1.2. By agreeing to these Terms, you are entering into an agreement with **Pentatech Pty Ltd** (ABN 63 641 629 852) including its successors, assignees and related bodies corporate (defined in the Corporations Act 2001 (Cth)) (**Pentatech** or **we** or **us**) and agree to comply with any and all applicable laws and regulations, whether domestic or international.
- 1.3. Our Services, including but not limited to the registration of an account with us or placing of an Order, is not intended to be used by children under the age of 18. If you are under 18, any use of our Services must be with the involvement of a parent or guardian.
- 1.4. By accessing or using our Services, you warrant and represent to us that you have read, understand and agree to be bound by these Terms and that you are over the age of 18 years of age, have the right, authority and legal capacity to enter into a legally binding agreement and to abide by these Terms.
- 1.5. All of our terms and conditions and policies that are linked to or in the Sites, including our [Privacy Policy](#), are incorporated into these Terms. You agree to comply with all such Terms when accessing or using our Services.

2. Use of the Services

- 2.1. You agree that you are responsible for your access to our Services and for ensuring that any persons that may access the Services through your internet connection are aware of and compliant with, these Terms.
- 2.2. You warrant and represent to us that your use of the Services will comply with all applicable laws and regulations in Australia, in your state/country, in the location that you access the Services and otherwise where applicable, and that you will not use our Services for any activities that are unlawful or discriminatory, harmful to others, or for any activity that does, or may, violate the rights of others.

Details and marketing emails

- 2.3. When you provide your details to us, you warrant and represent that the details are accurate and that you are the account holder or authorised nominee of the contact number that you provide to us. You consent in advance to be contacted during our usual business hours (including in relation to customer service matters, Order confirmation/assistance, product offers and/or other promotional purposes) and to receiving marketing and promotional materials via electronic communication to the contact details provided in accordance with our Privacy Policy.

Your Conduct

- 2.4. You agree that you will not:
 - (a) engage in unlawful, obscene, harassing, intimidating, threatening, predatory or stalking conduct, or conduct that may fall under one of the aforementioned categories;

- (b) disclose or share your password or login information for the Services with any party;
- (c) use the Services in a manner that may affect, damage, disrupt, impair, disable, interfere with or prevent the reliability and performance of the Services, or interfere with or attempt to interfere with any other user's use of the Services;
- (d) copy or impersonate any other person or entity, or misrepresent any of your details including your image (for example by using only arcuate and current photos), name, age, identity, affiliation, connection or association with, any other person or entity;
- (e) use the Services to promote or solicit involvement in or, support of a political platform, religion, cult, or sect;
- (f) post a person's personal information or images without express permission;
- (g) solicit or engage in any illegal or unlawful activity;
- (h) use the Service to redirect users to other websites or encourage users to visit other websites;
- (i) use the Service for any phishing, trolling or similar activities;
- (j) defraud, scam, hack, swindle or deceive other users of the Services;
- (k) harvest or collect email addresses or other contact information of other users from the Services by electronic or other means or use the Services to send, either directly or indirectly, any unsolicited bulk e-mail or communications, unsolicited commercial e-mail or communications or other spamming or spamming activities;
- (l) circumvent, disable or otherwise interfere with security-related features of the Services or features that determine whether you are acting in accordance with the Terms;
- (m) attempt to access any Services or area of the website that you are not authorised to access;
- (n) allow third parties to access and use the Services via your account;
- (o) collect or solicit another person's personal information or images for commercial, inappropriate or unlawful purposes;
- (p) use any programs, scripts, bots or other automated technology to scrape or access the Services or hijack user accounts or log-in sessions;
- (q) embed, frame, include or imitate any part of the Services on another website, application or other platform, without our prior written authorisation;
- (r) use any kind of code, program or device containing reference to the Services in order to direct any person to any other website for any purpose;
- (s) resell, rent out or make any commercial use of the Services;
- (t) use robots, data mining or similar data gathering or extraction methods or otherwise collect any pictures, descriptions, data or other content from the Services;
- (u) attempt to mislead others as to the origin of any information through the Services by copying, forging or manipulating identifiers such as headers, footers or signatures;
- (v) use automated methods or processes to use or access the Services or create user accounts;
- (w) attempt to, or actually gain, unauthorised access to our Services, the server on which our Services is stored or any server, computer or database connected to our Services;
- (x) cause harm to our Services by hacking, phishing, introducing viruses, trojans or other programs, scripts or material that may be malicious or technologically harmful to us, our website, Services or other users of our Services; or
- (y) use the Services other than for their intended purpose.

User accounts

- 2.5. To access and use the Services, you may be required to register for a user account.
- 2.6. You agree that you are solely responsible for maintaining the confidentiality of your account details, including your password. When you register an account with us, please note that your Personal Information will be accessible by us in accordance with our [Privacy Policy](#).
- 2.7. You agree that User Content you provide to us may be made publicly accessible to third parties, including other users or visitors of the Services. You agree that we are not liable to you for the use or access of User Content by third parties.
- 2.8. We retain the right to screen and verify you or your business and identity in our sole discretion. You agree to submit to such screening and to provide to us at your cost, immediately upon request, complete, accurate and current information confirming your identity and eligibility to use the Services, including company records, copies of photo identification (such as drivers licence and passport) or other identifying documentation.
- 2.9. You understand that we may, in our absolute discretion, investigate, take legal action, terminate or cancel your access to the Services, your account, subscription or membership at any time, including if it is found that you have, or are suspected of, violating these Terms.

3. User Content

Licence to use User Content

- 3.1. By providing or sending to us, publishing, transmitting or making available any data, content or other material to Pentatech (**User Content**), you agree to grant Pentatech, its affiliates, licensees and successors a non-exclusive, royalty-free, perpetual, irrevocable, worldwide and fully sub-licensable right to use, communicate, reproduce, modify, adapt, publish, publicly perform, translate, create derivative works from, distribute and display in any form, any such content, including but not limited to text, images, videos, graphics, audio and photographs without attribution, including for the purpose of completing your Order.
- 3.2. By uploading, publishing, transmitting or making available any User Content to Pentatech, you warrant and represent to Pentatech that:
 - (a) you hold all the intellectual property rights to the User Content and have the authority to upload or make available the User Content and licence the User Content to Pentatech;
 - (b) Pentatech's use of the User Content will not infringe or violate any third-party rights, including but not limited to defamation, intellectual property rights, moral rights and privacy rights and will not give rise to an obligation to make any payment to a third party;
 - (c) any User Content you associate with the Services or send to other users is accurate, complete, not false and not misleading;
 - (d) the disclosure and use of the User Content to Pentatech will not cause harm to any other user or third party, or violate their rights including any patent, trade mark, trade secret, copyright or other intellectual property or proprietary right (such as User Content that contains copyrighted material without permission) or right to privacy;
 - (e) the use by Pentatech of the User Content will not breach the security of Pentatech or its users by containing viruses, Trojan horses, worms or other harmful or disruptive scripts, code, programs or content;

- (f) the disclosure and use of the User Content by Pentatech does not violate these Terms or other policies, or any applicable law, rule or regulation;
- (g) the User Content does not contain any obscene, pornographic, profane, sexually oriented, threatening, defamatory, abusive, offensive, indecent, harassing, inflammatory, inaccurate, misrepresentative, fraudulent or illegal content including any racist, bigoted, hateful or violent content;
- (h) the User Content does not promote or cause harm or intimidation of any kind against any group or individual;
- (i) the disclosure and use of the User Content by Pentatech does not violate the privacy of any other person by containing visual or audible representations of another person without his or her express written consent or violate their data protection or privacy rights;
- (j) the disclosure and use of the User Content by Pentatech will not bring Pentatech into disrepute; and
- (k) the User Content does not contain, promote or enable illegal or unlawful activities.

Rights and liability of Pentatech in relation to User Content

- 3.3. Pentatech retains the right, at any time without reason or notice, to pre-screen, review, control, monitor, reject, delete or edit User Content, however Pentatech is not obliged to do so.
- 3.4. You agree that Pentatech may require you to remove, amend or delete User Content and that you must comply with such requirement within 1 days' written notice to you.
- 3.5. You acknowledge and agree that Pentatech does not control, take responsibility for, or assume any liability for, any content submitted by you, or other users of the Services or any third parties, and that Pentatech is not liable for any mistakes, defamation, omissions, falsehoods, obscenity, pornography or profanity you may encounter. You agree to release Pentatech and its agents and officers and employees from any such claims or liability and acknowledge that the User Content submitted by you or other users, as well as any other information or materials available through the Services may have copyright protection whether or not it is identified as being copyrighted.

4. Termination

Without prejudice to any other remedies, Pentatech may in its absolute discretion, at any time and without notice to you.

- (a) terminate these Terms; and or
 - (b) terminate the Services or your access to the Services.
- 4.2. To the maximum extent permitted by law, Pentatech will not be liable to you for any further loss or damage you suffer because Pentatech has exercised its rights under this clause or these Terms.

5. Intellectual Property

- 5.1. Pentatech owns, controls or licences all materials contained on, or in, our Services, including text, images, graphics, logos, designs, illustrations, audio, videos, music, user interfaces, photographs, trade marks, logos, coding or programming and artwork, including but not limited to the design, structure, selection, co-ordination, expression, "look and feel" and arrangement of such content

contained in our Services (**Pentatech IP**).

- 5.2. Pentatech IP is protected by copyright, trade mark laws, and various other intellectual property rights and unfair competition laws and must not be copied, imitated or used (in whole or in part) without the prior written consent of Pentatech.
- 5.3. Access to and use of our intellectual property is granted to you on a limited, revocable, non-sublicensable licence, subject to these Terms. You agree that you will not:
 - (a) copy, modify, publish, adapt, sub-licence, translate, sell, distribute, transmit, perform, display, reverse engineer, decipher decompile or otherwise disassemble any portion of the Pentatech IP or our Services or cause or assist others to do so;
 - (b) challenge Pentatech's ownership of Pentatech IP;
 - (c) infringe Pentatech IP; or
 - (d) use or make any intellectual property that is similar to Pentatech IP.
- 5.4. You may access and use the information provided in our Services, on a limited, revocable, non-sublicensable licence, for your personal, non-commercial informational purposes. No content may be downloaded, copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without the prior written consent of Pentatech.
- 5.5. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any licence to, or assignment of, any of Pentatech's intellectual property rights, whether by estoppel, implication or otherwise. Pentatech reserves all rights not expressly granted in the Services.

6. Privacy

You agree to allow Pentatech to send you emails regarding the Services, including any information regarding or relating to our services, in accordance with our [Privacy Policy](#). Please see our Privacy Policy for information about our privacy practices.

7. Unauthorised access and malicious materials

- 7.1. You must not attempt to, or actually gain, unauthorised access to our Services, the server on which our Services is stored or any server, computer or database connected to our Services. You agree that you will not cause harm to our Services by hacking, phishing, introducing viruses, trojans or other programs, scripts or material that may be malicious or technologically harmful to us, our Services or other users of our Services.
- 7.2. To the maximum extent permitted by law, we will not be liable for any losses or damage whatsoever (including indirect or consequential loss, loss of profit or goodwill), whether in contract, tort or otherwise caused by any malicious or harmful programs, scripts or technologies that may affect our Services as aforementioned, system failures or any other harmful material that may infect your computer, device, programs, data or other proprietary material and you release us from any such liability.

8. Third Parties

Our Services may, from time to time, contain links to and from websites which are owned or

operated by other parties. Links in the Services to third parties do not constitute sponsorship, approval or endorsement of the content, policies, practices or services offered by those parties unless expressly stated by us in writing. Third party websites are governed by their own terms and conditions and privacy policies and we recommend that you make your own enquiries as to their terms. We do not accept any liability for any information on, or the privacy practices of, any third party websites.

9. Limitation of Liability

- 9.1. To the maximum extent permitted by law, neither Pentatech, nor any of its employees or agents, will be liable for any loss, damage or injury whatsoever (including for negligence, death, injury or illness and special, indirect or consequential loss or damage such as loss of profits, loss of revenue, loss of goodwill, loss of opportunity, unavailability of systems or loss of data), whether in contract, tort or otherwise, arising from or in connection with:
 - (a) any act, omission or negligence or the use of, or reliance on, information, comments or opinions contained obtained through or in our Services;
 - (b) any use of the information on or access to Services including if for any reason the Services are unavailable at any time or for any period;
 - (c) any errors in, or omissions from, the information contained in the Services;
 - (d) any services supplied by Pentatech; or
 - (e) these Terms or any breach of these Terms.
- 9.2. You understand and agree that you are responsible for your own acts, omissions and negligence and if there are any consequences to your acts, omissions or negligence or through your use of the Services, that you will be responsible for those consequences.
- 9.3. To the extent permitted by law, Pentatech expressly disclaims all warranties of any kind unless expressly stated in the Services or if required under Australian Consumer Law. Nothing in these Terms purports to exclude any rights or remedies in respect of goods or services under the Australian Consumer Law which cannot be excluded, restricted or modified.
- 9.4. This clause survives termination of these Terms.

10. Disclaimer of Warranty

- 10.1. Pentatech provides the Sites and their contents on an “as is” basis and use of this information is at your own risk. While we aim to update the Sites regularly, neither Pentatech, nor any of its employees or agents, makes any representation or warranty as to the accuracy, completeness, currency or reliability of the information contained on the Sites.
- 10.2. We reserve the right to restrict access to the Services or any part of the Services, change or withdraw any products, information or content featured in the Services or provided through our Services, without notice. You acknowledge and agree that we retain complete editorial control over the Services and may alter, amend or cease the operation of the Services or any part of the Services, at any time, in our sole discretion.

11. Release and Indemnity

- 11.1. You agree to release and indemnify and hold Pentatech and (as applicable) its related entities,

affiliates, agents, and employees, harmless from and against any claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including legal fees on a full indemnity basis, arising from or in relation to your purchase or use of services purchased or provided from the Pentatech, your use or access of the Services, or any access to the Services by a third party arising out of your breach of these Terms, or your violation of any law or the rights of a third party.

11.2. This clause survives termination of these Terms.

12. Amendments and correction of errors

12.1. Pentatech reserves the right to amend these Terms from time to time as it sees fit. Any amendments or changes to these Terms are effective from the date on which the amended terms are published except in relation to Orders placed prior to the publication of any varied terms.

12.2. Whilst we endeavour to notify you as soon as reasonably possible of any changes to our Terms by email or by a notice on or in the Services, it is your responsibility to keep up to date with any changes or amendments to these Terms by checking this page, which contains our most accurate and up to date version of our Terms.

12.3. Pentatech reserves the right to amend any errors in the Services, including any pricing errors, and amend any information, at any time without notice to you.

13. General

13.1. **Waiver:** Any failure or delay by Pentatech in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent Pentatech from exercising that power or right or any other power or right. We are not liable to any other party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right. This clause survives termination of these Terms.

13.2. **Force majeure:** If we are unable to perform in whole or in part, any obligation under these Terms as a result of any fact, circumstance or matter beyond our control, we are relieved of that obligation to the extent and for the period that we are unable to perform the obligation. You agree that Pentatech will not be held liable for any delay or failure in performance of any part of the Services.

13.3. **Severability:** If any part of these Terms is determined by a court of competent jurisdiction invalid or unenforceable, that part shall be severed from the Terms. Such invalidity does not affect the validity of the remaining provisions of these Terms. This clause survives termination of these Terms.

13.4. **Relationship:** These terms do not confer an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between Pentatech and you or any other party unless expressly stated otherwise.

13.5. **Entire agreement:** These Terms (and all other terms and conditions and policies that are incorporated by these Terms) and any additional policies or terms you have agreed to through use or access of our Services make up the entire agreement, and supersede all prior written and oral agreements, representations, undertakings and understandings. Where there is an inconsistency between these Terms and any additional Terms, the additional Terms will prevail. This clause survives termination of these Terms.

13.6. **Jurisdiction:** These Terms are governed by the laws of Western Australia, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Western Australia and its appellate courts. Although the Services may be accessed throughout Australia and overseas, we make no representations or warranties that its content, or the Services, comply with the laws (including intellectual property laws) of any country outside Australia. If you access the Services from outside Australia, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located. This clause survives termination of these Terms.

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