

By using RosterCloud (“Service”), a service of Online Rostering Pty Ltd (“RosterCloud”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

RosterCloud reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.

Violation of any of the terms below will result in the termination of your Account. While RosterCloud prohibits such conduct and Content on the Service, you understand and agree that RosterCloud cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

Account Terms

1. You must be 18 years or older to use this Service.
2. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
3. You are responsible for maintaining the security of your account and password. RosterCloud cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
4. You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
5. You may not use the Service for any illegal or unauthorised purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Payment, Refunds, Upgrading and Downgrading Terms

1. The Service is billed in arrears based on a monthly basis and is non-refundable.
2. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, including Australian taxes (GST) which is not included in the price for Australian businesses.

Cancellation and Termination

1. You are solely responsible for properly cancelling your account. In order to cancel your subscription you must contact (03) 9607 8485 and speak with a representative of RosterCloud. Until you have received a confirmation email from RosterCloud that confirms your subscription is cancelled then cancellation has not occurred.
2. All of your Content will be immediately deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately and you will not be charged again.
4. RosterCloud, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other RosterCloud service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all Content in your Account. RosterCloud reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

1. RosterCloud reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to the user and SMS fees of the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the RosterCloud Site (www.rostercloud.com) or the Service itself.

3. RosterCloud shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.
2. RosterCloud does not pre-screen Content, but RosterCloud and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
3. The look and feel of the Service is copyright 2011-12 RosterCloud Pty Ltd. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS/JavaScript or visual design elements without express written permission from RosterCloud.

General Conditions

1. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. You understand that RosterCloud uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
3. You understand and acknowledge that RosterCloud uses a third party provider to deliver SMS messages and that the delivery of SMS messages cannot be guaranteed although every effort will be made to ensure that they are.
4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, RosterCloud, or any other RosterCloud service.
5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission of RosterCloud.
6. We may, but have no obligation to, remove Content and Accounts containing Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Service.
7. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any RosterCloud customer, employee, member, or officer will result in immediate account termination.
8. You understand that the technical processing and transmission of the Service, including your Content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
9. You must not upload, post, host, or transmit unsolicited email, SMSs, or “spam” messages.
10. You must not transmit any worms or viruses or any code of a destructive nature.
11. RosterCloud does not warrant that
 1. the service will meet your specific requirements,
 2. the service will be uninterrupted, timely, secure, or error-free
 3. the results that may be obtained from the use of the service will be accurate or reliable
 4. the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and
 5. any errors in the Service will be corrected.
12. You expressly understand and agree that RosterCloud shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if RosterCloud has been advised of the possibility of such damages), resulting from:
 1. the use or the inability to use the service;
 2. the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service;
 3. unauthorized access to or alteration of your transmissions or data;

4. statements or conduct of any third party on the service;
 5. or any other matter relating to the Service.
13. The failure of RosterCloud to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and RosterCloud and govern your use of the Service, superseding any prior agreements between you and RosterCloud (including, but not limited to, any prior versions of the Terms of Service).
14. Questions about the Terms of Service should be sent to info@rostercloud.com.