



(SAMPLE) Website Terms and Conditions

BETWEEN: Australian Bookkeepers Hub Pty Ltd AND: A party who uses this website (You).

By using this website (Site) You agree to be bound by these terms and conditions:

1. DEFINITIONS

In these Terms and Conditions the following terms have the following meanings:

Job or Member Profile means all information provided by You in relation to Your attempt to identify a suitable Service Provider through use of the Site.

Intellectual Property Rights means all present and future rights throughout the world in or in relation to copyright, trade marks, designs, patents, circuit layouts, inventions, know how and confidential information, and other results in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable.

Personal Information means all Personal Information (as that term is defined in the Privacy Act 1988 (Cth)) that You voluntarily provide as part of Your Job or Member Profile or by posting it to the Site as well as any domain, IP address or email address recognised by the web server when You browse the Site.

Privacy Policy means Australian Bookkeepers Hub Pty Ltd privacy policy which is displayed on the Site as amended from time to time.

Service Provider means any supplier of goods or services who is a subscriber to the Site or who is otherwise contacted by Australian Bookkeepers Hub Pty Ltd to provide goods or services to users of the Site.

Site means the website operated by Australian Bookkeepers Hub Pty Ltd (and or its Directors) at www.bookkeepershub.com.au and any affiliated or associated website and, as the context requires, includes all the functions of the website in facilitating Your identification and selection of a Service Provider.

2. ELIGIBILITY

You acknowledge and agree that the services offered at the Site are available only to persons aged 18 years and over. You represent and warrant that You are at least 18 years of age.

3. SITE ROLE

- 3.1 The purpose of the Site is to facilitate the matching of Your needs with the services of Service Providers. Australian Bookkeepers Hub Pty Ltd is a

facilitator only in this process and You acknowledge and agree that Australian Bookkeepers Hub Pty Ltd is not a party to any arrangement or transaction between You and any Service Provider.

- 3.2 You acknowledge and agree that Australian Bookkeepers Hub Pty Ltd has no control or influence over the acts or omissions of any Service Provider and You expressly release Australian Bookkeepers Hub Pty Ltd and hold it harmless in respect of any act, omission or representation made by any Service Provider.
- 3.3 You acknowledge that the Service Providers enter into arrangements with Australian Bookkeepers Hub Pty Ltd under which Australian Bookkeepers Hub Pty Ltd refers Job or Member Profiles to them in return for a fee.
- 3.4 The Site may provide You with information rating the performance of particular Service Providers or the experience or opinions of other users of the Site in relation to particular Service Providers (Ratings Data). An agent may analyse and represent Ratings Data on the Site in various formats intended to make Your use of the Site more efficient. You acknowledge and agree that all Ratings Data and any comment, opinion or feedback about any Service Provider available on the Site does not represent the opinion of Australian Bookkeepers Hub Pty Ltd and no Ratings Data represents an endorsement, recommendation or promotion by Australian Bookkeepers Hub Pty Ltd of any Service Provider.
- 3.5 Australian Bookkeepers Hub Pty Ltd will select Service Providers for listing in accordance with certain criteria determined by Australian Bookkeepers Hub Pty Ltd in its absolute discretion and which Australian Bookkeepers Hub Pty Ltd may change from time to time in its absolute discretion.
- 3.6 You acknowledge and agree that a listing of a member or job are in no way intended as an endorsement, recommendation or promotion by Australian Bookkeepers Hub Pty Ltd of any particular Service Provider and that Your choice of any Service Provider is entirely a matter of Your own preference and responsibility. You expressly release Australian Bookkeepers Hub Pty Ltd and hold it harmless in respect of any complaint or claim of any sort arising from or incidental to Australian Bookkeepers Hub Pty Ltd listing of Your Job or Member Profile to any particular Service Provider/s.

4. CUSTOMER FEEDBACK

- 4.1 You are invited to post comments and feedback regarding the Site and any Service Providers on the Site and You must ensure that such comments and feedback posted by You will be honest, fair, contain Your reasonably held opinion and reasonable and capable of being substantiated. You acknowledge and agree that Australian Bookkeepers Hub Pty Ltd may at any time in its sole and absolute discretion edit, modify or remove from the Site any comments or feedback posted by You.
- 4.2 You agree and acknowledge that, unless You expressly request for Your feedback or comments regarding Service Providers to remain anonymous, Australian Bookkeepers Hub Pty Ltd may publish Your feedback and comments on the Site together with Your Personal Information (including Your name and suburb).
- 4.3 You acknowledge and agree that, subject to the Privacy Policy, any information or feedback You provide or post to the Site is and will be treated by Australian Bookkeepers Hub Pty Ltd as non-confidential and non-

proprietary and that Australian Bookkeepers Hub Pty Ltd may use such material without restriction, including for publication on the Site and the collection and reporting of data relating to use of the Site and customer feedback on Service Providers.

- 4.4 You must not post, publish or transmit any information, material, comment or feedback on the Site that is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or otherwise objectionable or in breach of any person's rights (including Intellectual Property Rights).
- 4.5 Australian Bookkeepers Hub Pty Ltd does not warrant that Service Providers will respond to questions or comments submitted by You to the Site.
- 4.6 Australian Bookkeepers Hub Pty Ltd reserves the right to edit, modify, remove or refuse to publish any information, material, comment or feedback (in whole or in part) that Australian Bookkeepers Hub Pty Ltd, in its sole and absolute discretion, regards in any way to be objectionable, in breach of any law or any person's rights (including Intellectual Property Rights) or in breach of these Terms and Conditions, without notice to You.

5. WARRANTIES BY YOU

- 5.1 Without limiting clause 5, You must not:
 - (a) use the Site for illegal purposes including, but not limited to, posting to the Site information encouraging conduct that would constitute a criminal offence;
 - (b) use the Site in any manner, including publishing or posting any information, material, comment or feedback, that breaches any applicable laws or any person's rights (including Intellectual Property Rights);
 - (c) use any feature of the Site to send any unsolicited commercial emails to users of the Site, whether individually or as a group;
 - (d) copy, translate, reproduce, adapt, vary or modify anything on the Site (except your Personal Information) without Australian Bookkeepers Hub Pty Ltd prior written consent;
 - (e) use anything on the Site for or in connection with any business or enterprise (whether for profit or otherwise) and in particular for any enterprise that is the same or similar to that of Australian Bookkeepers Hub Pty Ltd or that is in competition with Australian Bookkeepers Hub Pty Ltd ;
 - (f) post to the Site or otherwise propagate material of any kind which contains computer worms, viruses or other types of malicious or harmful programs;
 - (g) take any action that imposes an unreasonable or disproportionately large load on Australian Bookkeepers Hub Pty Ltd infrastructure;
 - (h) disrupt the flow of dialogue on the Site or otherwise act in a manner that negatively affects other users of the Site;
 - (i) impersonate any other person when posting material to the Site;
 - (j) damage, modify, interfere with, disrupt or destroy the files, data, passwords, devices or resources that belong to Australian Bookkeepers Hub Pty Ltd or do anything that compromises the security of the Site;
 - (k) use the Site to engage in misleading or deceptive conduct including online marketing practices;

- (l) use the Site to transmit junk mail, spam, advertising, chain letters or engage in other flooding techniques or mass distribution of unsolicited email;
 - (m) sell, copy, reproduce, use or redistribute any of the information or material on the Site for any other purpose; or
 - (n) use any screen scraping, data mining or any similar data gathering and extraction technological devices on this Site for the purpose of reproducing information contained on this Site on or through any other medium, except with Australian Bookkeepers Hub Pty Ltd without prior written consent.
- 5.2 You agree You will provide Australian Bookkeepers Hub Pty Ltd with complete and accurate contact details when using the Site to enable and Service Providers to contact you as requested.

6. INTELLECTUAL PROPERTY

- 6.1 All Intellectual Property Rights subsisting in information, data and materials used or appearing on the Site including, but not limited to, all copyright in software, tools, know-how, equipment or processes, trade marks, logos or other materials shall remain the sole and exclusive property of Australian Bookkeepers Hub Pty Ltd or its licensors. You acknowledge and agree that You will not acquire any rights, title or interest in or to any Intellectual Property Rights owned by Australian Bookkeepers Hub Pty Ltd or its licensors.

7. WARRANTIES BY Australian Bookkeepers Hub Pty Ltd

- 7.1 Except for those consumer guarantees that cannot be excluded by law, You acknowledge and agree that Australian Bookkeepers Hub Pty Ltd gives no warranty or guarantee as to the quality, efficacy, reliability, technical competence or qualification, suitability, performance or any other attribute or characteristic of any Service Provider or its services.
- 7.2 Except for those consumer guarantees that cannot be excluded by law. Australian Bookkeepers Hub Pty Ltd excludes any representation or warranty concerning the Site, any Service Provider or any third party site referred to or connected via the Site.
- 7.3 You acknowledge and agree that none of the following legal relationships are applicable between Australian Bookkeepers Hub Pty Ltd and any Service Provider or between Australian Bookkeepers Hub Pty Ltd and You: principal and agent; employer and employee; partnership or joint venture.
- 7.4 Without limitation to any of these Terms and Conditions, You agree and acknowledge that:
 - (a) Australian Bookkeepers Hub Pty Ltd makes no representation or warranty as to the accuracy, reliability or currency of the material or information Service Providers provide on the Site or directly to You;
 - (b) in respect of any name or contact information or other information relating to a Service Provider or other provider of services appearing on the Site, Australian Bookkeepers Hub Pty Ltd makes no representation or warranty as to the accuracy or currency of such information;
 - (c) Australian Bookkeepers Hub Pty Ltd does not warrant to You that any information or material on the Site or any third party site referred to or connected via the Site is accurate, reliable, complete or current;

- (d) You should satisfy yourself through your own enquiries as to the condition, quality or suitability of any Service Provider, their services or any other goods and/or services supplied, offered by or recommended by or on behalf of a Service Provider. You agree to consult professionals for advice that is specifically tailored to your particular circumstances;
 - (e) Australian Bookkeepers Hub Pty Ltd does not offer professional advice on the quality, reliability or fitness of any goods, services or information supplied by any third parties including Service Providers;
 - (f) Australian Bookkeepers Hub Pty Ltd does not endorse or recommend any Service Provider or goods or services, including where details of a Service Provider are provided by Australian Bookkeepers Hub Pty Ltd to You or otherwise become known to you by using the Site;
 - (g) Australian Bookkeepers Hub Pty Ltd is not a party to any arrangement or transaction of any sort between You and any Service Provider and You (not Australian Bookkeepers Hub Pty Ltd) are responsible for paying the Service Provider for any goods or services supplied;
 - (h) You are solely responsible for all Your obligations under any agreement You enter with any Service Provider;
 - (i) Australian Bookkeepers Hub Pty Ltd does not warrant that the Site or any information or communication it provides is or will be reliable, timely, error or fault free, complete or accurate;
 - (j) the Site may experience interruptions and access difficulties from time to time and xxx will not be responsible for such interruptions or access difficulties or any loss, damage or inconvenience that may arise from such events or other events beyond xxx control; and
 - (k) Australian Bookkeepers Hub Pty Ltd is not liable for any loss or damage whether directly or indirectly incurred by You or any third person as a result of any failure or delay in Australian Bookkeepers Hub Pty Ltd doing anything, including, but not limited to, transmitting any information to a Service Provider or to You or removing any information or Service Provider from the Site.
- 7.5 You agree that Australian Bookkeepers Hub Pty Ltd and any associate or related entity of Australian Bookkeepers Hub Pty Ltd has no responsibility or liability for the actions of other users of the Site.

8. LIMITATION OF LIABILITY

- 8.1 To the extent permitted by law, Australian Bookkeepers Hub Pty Ltd excludes all liability to You or any other person for any loss, claim or damage (whether arising in contract, negligence, tort, equity or otherwise) for any loss, whether direct, consequential, indirect, incidental, special, punitive, exemplary or otherwise (including, without limitation any loss of profits, loss or corruption of data or loss of or damage to reputation or goodwill), arising out of, in connection with or pursuant to any:
- (a) removal or termination of your access to the Site; or
 - (b) use of the Site or information on or provided through the Site or any information or advice otherwise provided by Australian Bookkeepers Hub Pty Ltd or a Service Provider; or

- (c) any arrangement, contract, agreement, conduct or communication by or between any Service Provider and You, even if Australian Bookkeepers Hub Pty Ltd is aware or ought to have been aware of the possibility of such loss or damage.
 - 8.2 If, despite the exclusions of liability set out in these Terms and Conditions, Australian Bookkeepers Hub Pty Ltd has any liability at law in respect of the supply of any goods or services or the use or operation of this Site then, to the extent permitted by law, Australian Bookkeepers Hub Pty Ltd and all associates and related entities of Australian Bookkeepers Hub Pty Ltd expressly limit their liability to the following remedies (the choice of which is in Australian Bookkeepers Hub Pty Ltd sole discretion):
 - a) in the case of goods, any one or more of the following:
 - (i) the replacement value of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and
 - b) in the case of services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

TRADING TERMS

ADDING COLLECTION COSTS

In the event where your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs and if the agency charges commission on a contingency basis the Customer shall be liable to pay as a liquidated debt, the commission payable by the Supplier to the agency, fixed at the rate charged by the agency from time to time as if the agency has achieved one hundred per cent recovery and the following formula shall apply:

Commission = Original Debt

100 – Commission % charged by the agency (including GST)

In the event where the agency is Prushka Fast Debt Recovery the applicable commission rate for the amount unpaid is as detailed on www.prushka.com.au. In the event where the Supplier or the Supplier's agency refers the overdue account to a lawyer the Customer shall also pay Australian Bookkeepers Hub Pty Ltd as a liquidated debt the charges reasonably made or claimed by the lawyer on the indemnity basis.

ADDING INTEREST

Overdue accounts will be subject to interest at the rate of 13% p.a., calculated for the period the account is due until the date it is paid to Australian Bookkeepers Hub Pty Ltd.

9. INDEMNITY

You indemnify and hold Australian Bookkeepers Hub Pty Ltd and its parent, related entities, associates, officers, directors, agents, employees, partners, suppliers, franchisers and franchisees, harmless from and against any claims, demands or proceedings of any sort for any loss, damage or costs made by You or a Service Provider arising out of or in any way related to your use of the Site or the services provided to You by Australian Bookkeepers Hub Pty Ltd or a Service Provider, Your breach of these Terms and Conditions, or Your breach of any law or the rights (including Intellectual Property Rights) of any third party.

10. SUSPENSION AND TERMINATION

- 10.1 Without limiting other remedies available to Australian Bookkeepers Hub Pty Ltd at law, in equity or under these Terms and Conditions, Australian Bookkeepers Hub Pty Ltd may, in its sole discretion, immediately issue a warning, temporarily suspend, indefinitely suspend or terminate Your access to the Site and refuse to provide services to You if:
 - (a) You breach any of these Terms and Conditions;
 - (b) Australian Bookkeepers Hub Pty Ltd is unable to verify or authenticate any information You provide; or
 - (c) Australian Bookkeepers Hub Pty Ltd believes that Your actions may cause damage, loss and/or legal liability for Australian Bookkeepers Hub Pty Ltd, any Service Provider or any other party.
- 10.2 Australian Bookkeepers Hub Pty Ltd may, in its absolute discretion, terminate your right to post information or material to the Site at any time without prior notice.
- 10.3 Australian Bookkeepers Hub Pty Ltd may modify or discontinue any services that Australian Bookkeepers Hub Pty Ltd offers at any time without notice or liability to You.
- 10.4 If Australian Bookkeepers Hub Pty Ltd terminates Your access to the Site or discontinues any services offered via the Site for any reason, You acknowledge and agree that Australian Bookkeepers Hub Pty Ltd may retain (for an indefinite period) data and records of Your access to and use of the Site.

11. DISPUTES

- 11.1 If a Dispute arises, a party may give written notice to the other party that a Dispute exists (Dispute Notice).
- 11.2 The Dispute Notice must provide the recipient with full particulars of the matters in dispute.

12. WEBSITE LINKS

- 12.1 Australian Bookkeepers Hub Pty Ltd may provide links from the Site to websites maintained by third parties. Such linked websites are not under the control of Australian Bookkeepers Hub Pty Ltd and Australian Bookkeepers Hub Pty Ltd is not responsible for the content of any linked website or subsequently linked websites.
- 12.2 Australian Bookkeepers Hub Pty Ltd is not liable for any loss or damage arising in any way out of or in connection with or incidental to any information or third party service provided by or through any linked websites whether linked to or from the Site.

13. GENERAL

- 13.1 Interpretation
 - (a) Headings are for references purposes only and in no way define, limit, construe or describe the scope or extent of such section.

- (b) You agree that these Terms and Conditions may not be construed adversely against Australian Bookkeepers Hub Pty Ltd solely because Australian Bookkeepers Hub Pty Ltd prepared these terms.
- (c) The singular includes the plural and vice versa.
- (d) A reference to a person includes a body corporate, an unincorporated body or other entity.
- (e) A reference to a party includes the party's successes and permitted assigns.
- 13.2 Governing Law
These Terms and Conditions are governed in all respects by the laws of the State of New South Wales, Australia. You irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales and to the Federal Court of Australia sitting in New South Wales.
- 13.3 Severability
If any part of these Terms and Conditions is found invalid or unenforceable, these Terms and Conditions do not include it. The remainder of these Terms and Conditions continues in full force.
- 13.4 No waiver
Australian Bookkeepers Hub Pty Ltd failure to take action with respect to a breach by You or others does not waive Australian Bookkeepers Hub Pty Ltd right to take action with respect to subsequent or similar breaches.
- 13.5 Entire Agreement
These Terms and Conditions set out the entire understanding and agreement between the parties with respect to its subject matter.
- 13.6 Survival
Clauses 4 (Privacy), 9 (Limitation of Liability), 10 (Indemnity) and this clause 14 survive expiry or termination of these Terms and Conditions.
- 13.7 Notices
Australian Bookkeepers Hub Pty Ltd may provide notices to You by simply posting the notice on the Site. This is in addition to any other mode of service permitted by law.

13.8 Variation

Australian Bookkeepers Hub Pty Ltd may modify these Terms and Conditions at any time and such modifications shall be effective immediately upon posting the new or revised terms on the Site