

# Terms & Conditions

## 1. Overview

[www.astutegroup.com.au](http://www.astutegroup.com.au) is a website operated by Astute Partners Pty Ltd (Astute). Throughout the site, the terms “we”, “us” and “our” refer to Astute. Astute offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

## 2. Terms

1. Your access to the website is conditional upon you accepting and complying with the terms, conditions, notices and disclaimers contained in this document and elsewhere on the website, our Privacy Policy and all applicable laws (Terms of Use).
2. By accessing or using any part of the website you agree to be bound by these Terms of Use. These Terms of Use apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants and/or contributors of content.
3. If you do not agree with any of these terms, you are prohibited from using or accessing this site.
4. The materials contained in this website are protected by applicable copyright and trademark law.
5. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site.

## 3. Site Terms of Use Modifications

1. Astute may revise these terms of use for its website at any time without notice. Any changes to the Terms of Use will take effect when they are posted.
2. By using this website, you are agreeing to be bound by the then current version of these Terms and Conditions of Use.
3. You should periodically visit this page by clicking the Terms and Conditions link.
4. If the Terms of Use so revised are unacceptable to you, you must stop using the website.

## 4. Use License

1. Permission is granted to temporarily download one copy of the materials (information) on Astute’s website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license, you may not:
  - a. modify or copy the materials;

- b. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
  - c. attempt to decompile or reverse engineer any software contained on Astute's website;
  - d. remove any copyright or other proprietary notations from the materials; or
  - e. transfer the materials to another person or "mirror" the materials on any other server.
2. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Astute at any time.
3. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession – whether in electronic or printed format.

## **5. Disclaimer**

1. The materials on Astute's website are provided "as is" and you agree that your use of the website and any Content is entirely at your own risk.
2. You must evaluate and bear all risks associated with the use of any Content, including reliance on the accuracy, completeness or usefulness of any Content.
3. We endeavour to provide a convenient and functional website, but we do not guarantee that your requirements will be met or that any Content will be uninterrupted, error free or that the website or the server that operates it are free of viruses or other harmful components. The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely.
4. Astute makes no warranties, expressed or implied, and hereby disclaims and negates, to the extent permitted by applicable law, all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.
5. Furthermore, Astute does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this website. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
6. Occasionally there may be information on our website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to procedures, blog postings or newsletters. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your application).
7. We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, recruitment information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that

all information in the Service or on any related website has been modified or updated.

## **6. Limitation of Liability**

1. In no event shall Astute, its directors, officers, employees, affiliates, contractors, agents or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Astute's website, even if Astute or an Astute authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.
2. To the fullest extent permitted by law, any warranties express or implied in relation to the operation or availability of the website or in connection with the accuracy or fitness for a particular purpose of any Content, goods or services on this website, are specifically excluded.
3. To the extent that any rights or remedies available under the law (including under the Competition and Consumer Act 2010 (Cth)) cannot be excluded, then to the extent permitted by law, our liability is limited, at our option to: (a) the re-supply of services or payment of the cost of re-supply of services; or (b) the replacement or repair of goods or payment of the cost of replacement or repair.
4. Astute (including its officers, directors, agents, subcontractors and employees) will not, under any circumstances (including but not limited to any act or omission on their part), be liable for (a) any indirect or consequential damages or any loss of profits; (b) loss of bargain; (c) loss of data; or (d) loss of use howsoever arising (even if they are foreseeable or if Astute has been advised or is deemed to have constructive knowledge of the possibility of such damage) which result from any use or access of, or any inability to use or access, the website or any Content.

## **7. User-Generated Content**

1. This Site may include information and materials uploaded by other users of the Site, including to comment threads. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.
2. This Site may contain comment threads, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, Interactive Services) that allow users to post, submit, publish, display or transmit to other users or other persons (post) content or materials (collectively, User Contributions) on or through the Site.
3. All User Contributions must comply with the content standards set out in Paragraph 10 of these terms.
4. Any User Contribution you post to the Site will be considered non-confidential and non-proprietary.
5. You retain all of your ownership rights in your content, however by providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective

licensees, successors and assign the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

6. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.
7. We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards in Paragraph 10 of these terms.
8. You are solely responsible for securing and backing up your content.
9. You represent and warrant that:
  - a. You own or control all rights in and to your User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
  - b. All of your User Contributions do and will comply with these terms.
  - c. You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you (and not us) have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.
  - d. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Site.
  - e. We have the right to remove, refuse to post or take any action with respect to any User Contributions for any or no reason in our sole discretion. If you wish to complain about information and materials uploaded by other users please contact us by clicking the contact us link on our website.

## **8. Privacy**

1. Any personal or other information submitted by you to the website or otherwise to Astute is subject to Astute's Privacy Policy and you acknowledge that this policy is incorporated by reference and forms part of these Terms of Use.
2. You consent to us providing information, including your personal and business information, to (a) our related bodies corporate to provide information, goods and services to you, to (b) third parties suppliers, including contractors and sub- contractors, who assist us in providing information, goods and services to you; and (c) other third parties if you have expressly consented or have opted in to receiving marketing and product information from them at this website
3. Any User Contribution you post to the Site will be considered non-confidential and non-proprietary.
4. You are solely responsible for securing and backing up your content.
5. You acknowledge that you have done and will do all things necessary, including but not limited to: (a) obtaining all appropriate consents from individuals;(b) providing notifications to individuals; and (c)

maintaining accurate, up to date and complete records; to ensure that the personal information provided by you to Astute at any time, and its use by Astute in the provision of services, will not give rise to any contravention of privacy or spam legislation.

## **9. Cookies**

1. Cookies are small pieces of information we transfer to your computer's hard drive through your web browser that allows our server to identify and interact more effectively with your device.
2. Cookies may also be used to keep track of goods or services you view, so that if you consent, we can send you news about those goods and services or assist you with any failed attempts to place orders.
3. You can configure your web browser to reject and delete cookies and block JavaScript but you may limit website functionality, including the ability to purchase goods and services.
4. By using our website or agreeing to these Terms of Use, you consent to our use of cookies in accordance with our Privacy Policy.

## **10. Your use of the website**

1. You must not use our website in any way that causes, or may cause damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
2. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
3. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.
4. You must not use our website to transmit or send unsolicited commercial communication.
5. You must not use our website for any purposes related to marketing without our express written consent.
6. You are solely responsible for any material or content posted by you on the website. Any material or content uploaded by you must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
7. Without limiting the foregoing, you are prohibited from posting or transmitting any unlawful, threatening, defamatory, misleading, libellous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence or give rise to civil liability, or otherwise violate any law.

8. We reserve the right to access or examine any material or content uploaded, hosted, emailed or otherwise electronically transmitted to the website by users and at our discretion, move, remove or disable access to such material or content which we consider breaches any law or is otherwise unacceptable.
9. In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; or (l) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **11. website Content and Intellectual Property**

1. The intellectual property rights, including copyright, in all material, information, graphics, sound, video, user interfaces, text, software, computer code, logos and advertisements (if any) on the website (Content) including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content are owned and/or controlled by Astute unless stated expressly to the contrary on the website.
2. All Content is protected by Australian and international copyright and trademark laws. Except as expressly permitted by Astute, you must not download, upload to a third party, copy, modify, reproduce, republish or otherwise deal with the Content in any way (including to link from another website to the website).
3. Nothing you do on or in relation to the website or the Content will transfer any intellectual property rights to you or (other than rights expressly granted to you under these terms and conditions) licence you to exercise any intellectual property rights except as expressly agreed by us.

## **12. Revisions and Errata**

The materials appearing on Astute's website could include technical, typographical, or photographic errors. Astute does not warrant that any of the materials on its website is accurate, complete, or current. Astute may make

changes to the materials contained on its website at any time without notice. Astute does not, however, make any commitment to update the materials.

### **13. Links**

1. This website may provide links to other websites operated by third parties, but if you access other websites through these links you do so at your own and sole risk.
2. Astute has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Astute of the site. Use of any such linked website is at the user's own risk, and Astute is not liable to you, or any other person, for any loss, damage, cost, expense, liability or inconvenience incurred, paid or suffered by you as a result of your use of such websites.

### **14. website access**

Astute reserves the right at any time to:

- a. review these Terms of Use and update them on the website;
- b. amend, update, change or remove any part of the website;
- c. terminate, suspend or restrict your access to the website if you are in violation of these Terms of Use; and
- d. stop or suspend the operation of this website in our absolute discretion; and you agree that we are not liable to you or any third party in any way should we exercise such rights, nor will you be relieved of any obligation you agreed to or incurred during your use of the website.

### **15. Accuracy of Account Information**

1. We reserve the right to refuse any application you place with us. We may, in our sole discretion, limit or cancel applications per person. In the event that we make a change to or cancel an application, we may attempt to notify you by contacting the e-mail and/or address/phone number provided at the time the application was made. We reserve the right to limit or prohibit applications that, in our sole judgment, appear to be placed fraudulently.
2. You agree to provide current, complete and accurate account information for all applications made at our website. You agree to promptly update your account and other information, including your email address so that we can complete your transactions and contact you as needed.

### **16. Indemnity**

You agree to indemnify, hold harmless and defend Astute and our parent, subsidiaries, affiliates, partners, officers, directors, employees, interns, agents, contractors, subcontractors, licensors and suppliers from and against all liabilities, loss, damages, claims, costs and expenses incurred by or awarded against Astute (including reasonable legal fees) arising out of or in connection with your use of the website or your violation of any of these

terms and conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **17. Termination**

1. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.
2. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our website.
3. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **18. Miscellaneous**

1. If any part of portions of these Terms of Use shall be declared invalid, void or enforceable, the remaining Terms of Use shall remain in force and effect.
2. These Terms of Use set forth the entire agreement between you and us relating to your access and use of the website.
3. If any provision of these Terms of Use is deemed invalid, void, or for any reason unenforceable, that provision shall be deemed severable from the other provisions of these Terms of Use and shall not affect the validity and enforceability of any other provision of these Terms of Use.
4. These Terms of Use constitute the entire agreement between us and you in relation to the website and supersede all other (prior or contemporaneous) communications or displays whether electronic, oral or written, between us and you in relation on the website.
5. You agree that where you purchase goods and/ or services via the website, we may communicate with you electronically in connection with the purchase, including sending you electronic notices.
6. The Terms of Use are governed by the laws of New South Wales, Australia and subject to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## **19. Contact information**

Questions about the Terms of Use should be sent to us by clicking on the Contact Us tab.