

GENERAL TERMS AND CONDITIONS (SERVICES)

October 2024

1 BACKGROUND

1.1 These Terms and Conditions apply to the use of, access or subscription to, or registration for, the:

- (a) Certificate Services;
- (b) Education Services;
- (c) Online Education Services; and
- (d) Helpdesk Services

(each individually a **Service** and collectively the **Services**) provided by:

- (a) Accurium Pty Ltd (ABN 13 009 492 219) (**Accurium**); or
- (b) TaxBanter Pty Ltd (ABN 34 127 929 720); or
- (c) Knowledge Shop Pty Ltd (ABN 90 107 532 945)

(each individually a **Provider** and collectively the **Providers, We, Our**).

1.2 By using, accessing or subscribing to, or registering for any of the Services, including registering for, or logging into the Certificate Portal, Training & Education Portal or Website, Clients and any of their nominated representatives are deemed to accept and be bound by these Terms and Conditions as well as the general Conditions of Use (Conditions of Use) of the Website.

1.3 Clients should read these Terms and Conditions along with the Conditions of Use, Privacy Policy and any other terms, notices or disclaimers contained elsewhere on the Website carefully before registering for a Service. Clients may review the most current version of these Terms and Conditions at any time through the Website.

2 DEFINITIONS

2.1 In these Terms and Conditions, the words defined below as well as words in brackets and bolded are defined terms:

- (a) **Active Certificate Client** means a client who has met Our Minimum Certificate Order Requirements and is not acquiring Certificate Services from an alternative Certificate Services provider.
- (b) **Administrator** means a person nominated by a Client to have administrative functionality in relation to the Certificate Portal or Training & Education Portal access, including the right to add new Users and amend payment details.
- (c) **Business Day** means a day that is not a Saturday, Sunday or declared public holiday in the State or Territory in Australia in which the Service is being accessed.
- (d) **Certificate Portal** means the customer portal used by Clients to access the Certificate Services via the Accurium Website.
- (e) **Certificate Services** includes, but is not limited to, an actuarial certificate supplied by Accurium through the Certificate Portal for the purpose of section 295-390(4) of the Income Tax Assessment Act 1997 and actuarial certificate related phone or email support.

- (f) **Client** means an entity, person or persons who access any of the Services.
- (g) **Training & Education Portal** means a customer portal used by Clients to access the Education Services or Helpdesk Services through a Website.
- (h) **Education Services** means the provision of training and professional development events by a Provider including, but not limited to, the delivery of live or on-demand, in-person or online content, or other services as offered from time to time. A Provider may also provide Resources as part of the provision of the Education Services.
- (i) **Fee** means a subscription fee, membership fee, access fee or fee paid for the provision of any of the Services.
- (j) **Helpdesk Services** means the provision of compliance and technical support in relation to topics including, but not limited to, tax, self-managed superannuation and superannuation, provided through a member only area of a Website or Education Portal, or by telephone or email.
- (k) **Minimum Certificate Order Requirements** means the minimum certificate order requirements considered by Accurium (in its sole and absolute discretion) to be sufficient for Accurium to grant a Client access to any of the Services.
- (l) **Personal Information** has the same meaning as in the Privacy Act 1998 (Cth).
- (m) **Privacy Legislation** means the Privacy Act 1998 (Cth) and any other legislation, principles, industry codes and policies relating to the handling of Personal Information.
- (n) **Privacy Policy** means the policy of a Provider, available on the Website, which sets out how the Provider will collect, use and disclose personal information.
- (o) **Representative** means a director, officer, employee, agent, contractor or professional adviser of a Client.
- (p) **Resource** means written or electronic materials created or distributed by a Provider including but not limited to client newsletters, calculators, booklets, manuals, recordings, presentation slides, papers, and other supporting materials.
- (q) **User** means an individual Representative of a Client, who registered to use a Service or has access to a member only area of a Website. Each User has a unique login and password for the Certificate Portal, the Training & Education Portal or the member only area of a Website.
- (r) **Website** means a website of any of the Providers

3 CLIENTS AND USERS

- 3.1 To become a Client, a person must complete the Client's registration details in the manner described on the Certificate Portal, Training & Education Portal or Website.
- 3.2 Subject to clause 3.3, registration and access to the Certificate Portal and Training & Education portal is non-transferable.
- 3.3 A Provider may from time to time merge or transfer registrations in its absolute discretion, for instance where there are multiple User registrations for a single Client or where two Clients have merged.
- 3.4 A Client may create separate User profiles for Representatives of that Client, to enable access to the Client's account using a unique identification code and password (User ID).
- 3.5 Clients may be required to appoint an Administrator to, in respect of that Client:
 - (a) administer all User IDs, add or revoke Users or Administrators;

- (b) manage registration details, including contact information, email addresses, postal addresses, the Client's corporate name and ABN, and any other information required by a Provider from time to time; and
- (c) manage paid and unpaid invoices in respect of the User, including registered credit card information for the purposes of payments through any payment facility made available by a Provider.

4 SECURITY

- 4.1 The Client is solely responsible for the use, supervision, management, and control of their account. The Client must ensure that the account and any of the Client's information or records maintained or contained in the Certificate Portal or Training & Education Portal are protected at all times from any form of unauthorised access, use or disclosure.
- 4.2 The Client must take all reasonable steps to avoid unauthorised access to, or use of, its account, including by implementing appropriate internal policies and procedures regarding data and information security and access protocols.
- 4.3 The Client is responsible for the confidentiality of accounts, User IDs and passwords (including but not limited to changing passwords from time to time and not releasing the information to third parties). The Client must notify the Provider immediately if they or any of their Users becomes aware of, or has any reason to believe, that there has been any unauthorised use of a User's account or any other breach of security including but not limited to where any account, User ID, identification code or password has been lost, stolen or otherwise compromised.
- 4.4 The Providers reserve the right to suspend access or change access to a User's account upon notification by or on behalf of the Client (or through its own investigations) that any account, User ID, identification code or password has been lost, stolen or otherwise compromised.
- 4.5 Each Client and User acknowledges and accepts that any person accessing the Certificate Portal, the Training & Education Portal or any member only area of a Website leaves an auditable trail, including all or any of:
 - (a) the date, time and duration of access; and
 - (b) the records viewed,and the Providers reserve the right to conduct audits in relation to access to the Certificate Portal, the Training & Education Portal or any member only area of a Website from time to time, including investigation of whether or not any document or Resource accessed was printed, saved or transmitted.

5 SERVICES AND FEES

- 5.1 A Provider will prepare and supply the relevant Service within the time specified on the Certificate Portal, the Training & Education Portal or its Website (or a reasonable time if no time is specified), in reliance on the information submitted by a Client during the process of accessing or using the Service.
- 5.2 Once an application is made for a Service, a Client cannot cancel the application or assign its interests under these Terms and Conditions without the Provider's express consent.
- 5.3 For the avoidance of doubt, the Providers may in their absolute discretion vary the Services offered and/or the Fees charged from time to time. The available Services will

- be specified by the Provider on the Certificate Portal, the Training & Education Portal or its Website (as applicable).
- 5.4 If a Provider varies the Fees from time to time in its absolute discretion, the variation will take effect one month from the date that the revised Fee is specified on the Certificate Portal, the Training & Education Portal or its Website (as applicable).
- 5.5 Services may be provided from time to time at a Provider's discretion, at a discounted rate. Where Services are provided at a discounted rate, the Provider may, in its absolute discretion, vary the discount rate from time to time.
- 5.6 If any in-person or live online Education Services are postponed, the Provider will provide written notification and reschedule the Education Service. If a Client or User is unable to attend live at the rescheduled date/time it will be provided with the recording, presentation slides, and other relevant material from the live event.
- 5.7 Any request for a refund where a Client or User is unable to attend the event on the rescheduled date/time will be considered by the Provider in its absolute discretion. In the unlikely situation that any in person or live online Education Service is cancelled by a Provider the Provider will refund the Client the full cost of the purchase.
- 5.8 Recordings and on-demand Education Services will be available for varying periods following the event or on-demand purchase, unless otherwise stated, after which time, access may no longer be available or may be made available for a fee at the discretion of the Provider.
- 5.9 A Client or User will be entitled to access each Education Service for which they purchase a ticket or registration Ticket holder(s) will be provided with a unique session ID to join the Education Service which cannot be disclosed, forwarded, or distributed to any other individual without the Provider's written consent. Only the paid ticket holder(s) may access the Education Service. No individual will be authorised to access the relevant Education Service unless a ticket or tickets have been purchased and a unique session ID has been provided to the ticket holder(s).
- 5.10 In the event of unauthorised access to an Education Service, the Provider reserves the right to charge any additional attendees a Fee associated with the unauthorised access to the Education Service.
- 5.11 The Fees are payable by the Client:
- (a) immediately upon placement of any order, by credit card;
 - (b) within the period specified on a tax invoice, generated upon delivery of the Service by the Provider, and addressed to the Client or any person on whose behalf the Client used, accessed, subscribed to or registered for the Service;
 - (c) if a bulk billing facility has been agreed with a Provider, within fourteen (14) days of receipt of a tax invoice statement, generated at the end of each calendar month, and addressed to the Client; or
 - (d) at its absolute discretion, a Provider may agree alternative payment terms with a Client.
- 5.12 If a Client does not pay the Fees within the specified timeframe, then without prejudice to any other right or remedy available to the Provider, it may:
- (a) withhold the provision of the relevant Services until such default is corrected;
 - (b) reject or refuse any further use, access, subscription or registration until such default is corrected;
 - (c) charge the Client interest on the unpaid amount at the interest rate of the Reserve Bank of Australia cash rate plus two (2) percentage points per annum, compounded daily, until payment is received in full. The Client must pay the

- interest (if any) to the Provider within fourteen (14) days of receipt of a written demand from it;
- (d) contract a debt collection agency to pursue the Client for unpaid amounts; and/or
 - (e) terminate or suspend use of or access or subscription to, or registration for the Services.
- 5.13 The Client or User acknowledges and accepts that any credit card information provided by in accordance with clause 5.11(a) will be collected the by eWAY, Windcave, Stripe or Quickstream payment facility and is subject to, but not limited to, the terms and conditions available at the eWAY, Windcave, Quickstream or Stripe website (as applicable).
- 5.14 Any cancellations or refund requests for an Education Service on a ticket holder's behalf must be directed to the Provider's email address as specified on its Website.
- 5.15 With the exception of live in person or on-demand Education Services, a full refund will be provided where the cancellation is requested within three (3) business days of that Education Service. A 15% cancellation fee may apply to any cancellation requests made after this time.
- 5.16 We will not issue a refund for a live Education Service where a purchase is made within 48 hours of the start time of that Education Service.
- 5.17 No refund will be provided for in person, live or online Education Services where Resources have been distributed to the Client or Users.
- 5.18 Any cancellation or refund request for on-demand Education Services will be considered provided no Resources or Education Services have been accessed. No refund will be provided where any Resources or Education Services have been accessed.
- 5.19 After an approved cancellation the ticket holder's unique session ID will be classified as 'unauthorised' and charges will apply should an individual attend the Education Service with that unauthorised session ID.
- 5.20 In the event a subscription or registration to any Service is for a specified term, any cancellation of that subscription or registration will take effect at the end of that term.

6 ACKNOWLEDGEMENTS

- 6.1 Each Client and User acknowledge that:
- (a) the Providers are not responsible for any problem, failure or technical malfunction of any telephone lines or networks, online computer systems, servers or providers, computer equipment, software, or any other object or material, related to the Client's or User's use of, access or subscription to or registration for the Services;
 - (b) no data transmission over the internet can be guaranteed as totally secure and any information the Client submits through the Certificate Portal or Training & Education Portal or through any payment facility made available by a Provider is transmitted at the Client's own risk;
 - (c) the Services are provided on an "as is" basis with all faults and without warranty of any kind to the extent permitted by law;
 - (d) the Client is solely responsible for any and all activities and transactions performed under the Client's account, including by or on behalf of any Representative;

- (e) Providers may monitor activity on the Certificate Portal, Training & Education Portal or its Website for purposes including (but not limited to) customer support, release testing, fraud detection and related activities;
 - (f) Providers make no warranties or representations as to the:
 - (i) accuracy, currency, adequacy, completeness or availability of the Services
 - (ii) Services, Certificates Portal, , Training & Education Portal or any Websites being uninterrupted, timely, secure, error-free or continuing for any period of time, or
 - (iii) Services, Certificates Portal, , Training & Education Portal or any Websites meeting a Client's specific requirements; and
 - (iv) the Provider is in no way responsible or liable to the Client in respect of any loss or damage caused to the Client for decisions made on the basis of the Services; and
 - (g) no recordings will be permitted to be made of any of the Services without the express prior permission of the Provider.
- 6.2 The Client must ensure that the information supplied by them (including any credit card details) are at all times up to date, accurate and not misleading. The Provider relies on the accuracy and completeness of information submitted by or on behalf of the Client in the delivery of the Services.

7 TERMINATION

- 7.1 Without limitation to any other right or remedy it may have, the Provider reserves the right to terminate or suspend access to the Services in whole or in part, at any time without notice and without giving any reason. A Provider may suspend access to a Service if:
- (a) it detects that suspicious activity has occurred or is occurring in relation to use of the Service;
 - (b) a Client defaults in payment of fees;
 - (c) a Client or User breaches these Terms and Conditions and does not rectify the breach upon being notified to do so; and
 - (d) the Provider determines any information submitted is inaccurate, incomplete and/or misleading and the Client or User does not immediately take steps to rectify the inaccuracy, incompleteness and/or misleading nature of information.
- 7.2 A Client may terminate their access to a Service at any time by contacting the Provider by telephone or email using the details on the Provider's Website.
- 7.3 Where access to a Service is terminated or suspended, the Client must pay the Provider any outstanding fees incurred by, or on behalf of, the Client as at the date of termination or suspension (as applicable).
- 7.4 Termination of a Client's access to a Service will not affect the accrued rights and remedies of either the Client or the Provider

8 RELEASE AND INDEMNITY

- 8.1 The Provider is in no way responsible for inaccurate or incomplete information supplied by or on behalf of a Client or User. The Provider does not accept any responsibility for any use or misuse by a Client or User of any Service or Resources or information submitted by or on behalf of a Client.

- 8.2 Each Client and User unconditionally releases the Providers from any liability, claims, demands or damages of any kind arising out of or in connection with any use of, access or subscription to, or registration for a Service by the Client or a User or any action taken or reliance upon any information provided by or on behalf of the Client or a User.
- 8.3 Each Client and User unconditionally releases the Providers from any liability, claims, demands or damages of any kind arising out of or in connection with any use of, access or subscription to, or registration for a Service or the Resources, or any action taken or reliance upon any information provided as part of a Service, including the Resources.
- 8.4 Each Client and User indemnifies and holds harmless the Provider, its directors, officers, employees, agents (those indemnified) in respect of any loss, damage, costs or expenses suffered or incurred by those indemnified (including reasonable legal costs for investigating or defending any claim) related to or arising from:
- (a) a breach of these Terms and Conditions, the Conditions of Use or any applicable law;
 - (b) any defect in a Service as a result of inaccurate, incomplete, incorrect or otherwise defective information submitted by or on behalf of a Client or User;
 - (c) any unauthorised acts, fraud, wilful default, dishonesty or negligence of the Client or User; or
 - (d) any access to or use or misuse of a Service.

9 LIMITATION OF LIABILITY

- 9.1 To the fullest extent permitted by law, the Providers disclaim:
- (a) all liability (including any indirect, special, incidental or consequential damage or loss) suffered or incurred by any person, whether directly or indirectly by reason of any use or misuse of, or reliance upon, any Service, or any of the information on the Website, Training & Education Portal, Certificate Portal or a Service or the Resources being inaccurate, incomplete, incorrect or misleading or deceptive, regardless of whether the Provider was aware or should have been aware of the possibility of such loss or damage; and
 - (b) any express or implied term, condition, guarantee, statutory or other warranty relating to the Website, Training & Education Portal, Certificate Portal or a Service, including but not limited to warranties and guarantees of acceptability, compliance with description, correspondence with sample, merchantability or fitness for purpose.

10 PRIVACY

- 10.1 Each Client and User must comply at all times with all Privacy Legislation in respect of Personal Information collected, used, disclosed or submitted through the Certificate Portal,, Training & Education Portal or Websites.
- 10.2 Client and User consents to the Provider using any information provided or submitted by or on behalf of the relevant Client or User through the Certificate Portal, Training & Education Portal or Website, including any Personal Information, for the purpose of operating its business and for the purpose of offering goods and services to that Client or User.
- 10.3 Each Client and User acknowledges and agrees that:
- (a) Providers may use any Personal Information submitted through the Certificate Portal, Training & Education Portal or Website for statistical analysis and internal research purposes;

- (b) if a Client or User provides the Provider with Personal Information about third parties who are individuals:
 - (c) the Client or User must ensure that the third parties are given information about the identity of the Provider and how it handles Personal Information, including that they can contact the Provider to get access to their Personal Information; and
 - (d) the Client and User warrants that the third party has consented to the disclosure of its Personal Information to the Provider, and to receiving communications regarding the Services.
- 10.4 Each Client and User should also refer to the Privacy Policy for further information about how We collect, use, maintain and disclose Personal Information.
- 10.5 The Provider will not be liable for any loss or damage suffered or any claim or liability incurred as a result of a failure to comply with this clause 10.

11 GST

- 11.1 In this clause 11:
- (a) **GST Law** has the meaning in A New Tax System (Goods & Services Tax) Act 1999 (Cth) and Regulations and any other similar or related Act or Regulation; and
 - (b) **taxable supply, tax invoice, recipient, supplier** and **supply** have the same meaning as defined in the GST Law.
- 11.2 Unless otherwise provided for in these Terms and Conditions or stated on the Website, any amount payable pursuant to these Terms and Conditions is expressed exclusive of GST.
- 11.3 If a supply made pursuant to these Terms and Conditions is a taxable supply, the recipient shall pay to the supplier, an additional amount equal to any GST payable on that supply in addition to and at the same time as any other amount that may be payable by the recipient to the supplier for that supply pursuant to these Terms and Conditions, or otherwise on demand. The supplier will make available to the recipient a valid tax invoice in the form prescribed by the GST Law no later than ten (10) Business Days of such taxable supply

12 INTELLECTUAL PROPERTY

- 12.1 Each Client and User acknowledges and agrees that all right, title and interest in and to the Services and Resources (including the intellectual property rights subsisting in the Certificate Portal, Training & Education Portal or Websites vest in and belong to the Providers.
- 12.2 Clients and Users do not, and will not, acquire any right, title or interest in any Services, Resources or the Certificate Portal, , Training & Education Portal or Websites or in any material or software which forms part of or is utilised in providing the Services, which at all times remains the exclusive property of the Providers.
- 12.3 Each Client and User agrees to use the Services, Resources, Certificate Portal, Training & Education Portal or Websites for internal business purposes only.
- 12.4 To the extent permitted by law, Clients and Users have no right to, and agree not to, disassemble, reverse compile, reverse engineer, create derivative works or attempt to discover or modify in any way the underlying source code of the Services, Certificate Portal, Training & Education Portal or Websites or any software which forms part of or is utilised in providing the Services, Certificate Portal, Training & Education Portal or Websites.

- 12.5 Each Client must ensure that all Users using the Services, Certificate Portal, , Training & Education Portal or Websites do so only in accordance with these Terms and Conditions. The Providers may, acting reasonably, prohibit particular Users from using the Services, Certificate Portal, , Training & Education Portal or Websites and each Client must comply with any such prohibition.
- 12.6 Other than where expressly provided for the purposes of publication or distribution by Clients, any content received from accessing a Service is protected by copyright under the Copyright Act 1968 (Cth) and may not be copied, reproduced, distributed, published, displayed, performed, modified, used to create derivative works, transmitted, or in any way exploited, except for internal purposes by a Client or User, nor may any part of the content be distributed over any network, sold or offered for sale, without the Provider's written consent.

13 GENERAL

- 13.1 Each party must do everything necessary or reasonably required by another party to give full effect to the purposes, and transactions contemplated by, these Terms and Conditions.
- 13.2 These Terms and Conditions may be amended at any time, such amendments to take effect ten (10) Business Days after posting of the amendments on the Website.
- 13.3 Any notice required under these Terms and Conditions shall be served on a Client in writing to the email contact details nominated by that Client on registration.
- 13.4 Nothing in these Terms and Conditions constitutes the parties as partners or joint ventures or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.
- 13.5 Any waiver of any provision of these Terms and Conditions is ineffective unless it is in writing and signed by the party waiving its rights. The failure of any party to enforce at any time any of the provisions of these Terms and Conditions must not be interpreted as a waiver of such provision.
- 13.6 If any provision of these Terms and Conditions is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

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