

## EB & Co Consulting Pty Ltd – Website Terms and Conditions

### 1. WHO WE ARE AND HOW TO CONTACT US

Thank you for visiting our website at <https://elizabethbroderick.com.au/>. This website is owned and operated by EB & Co Consulting Pty Ltd (ABN 26 657 066 245) ("**EB & Co**", "**we**", "**us**", "**our**"). These terms and conditions apply to your access and use of the EB & Co website and any and all websites identified by the common domain name of <https://elizabethbroderick.com.au/> (each and every such website referred to as the **Website**).

To contact us, please email [admin@elizabethbroderick.com.au](mailto:admin@elizabethbroderick.com.au).

### 2. BY USING OUR SITE YOU ACCEPT THESE TERMS

By accessing and/or using this Website, you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions (**Terms**). You should review these Terms carefully. If you do not agree to be bound by these Terms, you must immediately cease all further use and access to using the Website.

### 3. WE MAY MAKE CHANGES TO THESE TERMS

We may amend these Terms from time to time by posting an updated version on the Website. Every time you wish to use our Website, please check these Terms to ensure you understand the terms that apply at that time.

These Terms were most recently updated on 17 September 2024.

### 4. WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our Website from time to time, without prior notice, to reflect changes to our products, our users' needs, changes in law and our business priorities.

### 5. WE MAY SUSPEND OR WITHDRAW OUR WEBSITE

We do not guarantee that our Website, or any content on it, will always be available, uninterrupted or error-free. We may suspend or withdraw or restrict the availability of all or any part of our Website for business and operational reasons.

In certain circumstances, we may decide to terminate or block your access to the Website (which we may do, for example, for security reasons or for breach of these Terms). We may request that you cease any conduct which is contrary to these Terms and it is your obligation to comply immediately with any such request.

### 6. SECURITY

In order to access and use the Website and its services and features as intended, you may be invited to grant the Website permissions and access to your device time to time. It is a matter for you whether you wish to grant such permissions and access. If you do not grant these required permissions and access, you may be unable to access and use the Website or some of its features and services.

You are responsible for the security of your device (including any data stored on that device) and for using appropriate and up-to-date software on your device to detect and manage the threat posed by viruses and other harmful code, including appropriate anti-virus software.

## **7. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

This Website is provided on an "as is" and "as available" basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the Website. The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up-to-date.

We do not guarantee that our Website will be secure or free from bugs or viruses or any other type of malicious code or software.

You should monitor any changes to the information contained on this Website.

## **8. INFORMATION ON THE WEBSITE IS NOT PROFESSIONAL ADVICE**

Material provided on the Website is for information purposes only. It may include a summary or general overview of certain topics we consider may be of interest to our clients and other members of the public. The information provided on the Website is not comprehensive and does not constitute professional advice, or advice specific to your circumstances. You understand that the information and resources provided on our Website are not a substitute for seeking professional advice. You agree that accessing or using information available on our Website does not create a professional advisor- client, or other similar relationship with us. You should always obtain professional advice appropriate to your circumstances before acting or relying on any content provided on the Website.

## **9. PRIVACY**

We may collect, use, store disclose and otherwise handle your personal information in accordance with these Terms, our Privacy Policy and applicable Australian privacy legislation, including the *Privacy Act 1988* (Cth) and the Australia Privacy Principles set out in that Act.

You represent and warrant to us that the personal information you provide to us is complete and accurate.

We may use and disclose your personal information as set out in our Privacy Policy, which is available [here](#).

## **10. LINKED SITES**

Our Website may contain links to websites operated by third parties. Those links are provided for your information only and may not remain current or be maintained. Unless expressly stated otherwise, we do not approve or endorse, and are not responsible for, the content on those linked websites and have no control over or rights in those linked websites. We make no representations or warranties as to, and accept no responsibility for, the accuracy of information on those websites, nor do we endorse any information, opinions, goods or services referred to on them. You access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.

## **11. INTELLECTUAL PROPERTY RIGHTS AND HOW YOU MAY USE MATERIAL ON OUR WEBSITE**

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this Website and in all of the material (including all text, graphics, videos, logos, audio and software) made available on this Website (**Content**).

Your use of this Website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this Website or the Content. However we do grant you a licence to access the Website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from this Website.

All other use, copying or reproduction of this Website, the Content or any part of it is prohibited, except to the extent permitted by law.

## **12. NO COMMERCIAL USE**

This Website is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this Website. You may not use this Website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website without obtaining a licence to do so from us or our licensors.

## **13. UNACCEPTABLE ACTIVITY**

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our Website. You agree not to use the Website:

- In any way that violates any applicable law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries);
- 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;
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; or
- To impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorised purpose, or to reverse engineer any part of the Website;
- Introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful;

- Attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; or
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

## 14. LIABILITY

Our liability to you and certain third parties in connection with your access to and use of the Website is limited, and our liability for certain types of Loss is also excluded, to the extent permitted under Australian Consumer Law. These limitations and exclusions of liability generally apply to any Loss suffered by you in connection with your access and use of the Website, except where the Australian Consumer Law prohibits us from limiting or excluding our liability.

Your access to, and use of, the Website is at your own risk. Among your other obligations under these Terms, you will be responsible and liable for: (a) use of the Website by any person who has access to your device; (b) internet access, data download and other network charges arising from your use of the Website; and (c) the operation, maintenance and security of your device.

In no event will we, our affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, arising out of or in connection with your use, or inability to use, our Website, any websites linked to it, any content on our Website or such other websites or any services or items obtained through our Website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable. You release us from any such liability.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.

## 15. JURISDICTION AND GOVERNING LAW

Your use of the Website and these Terms are governed by Commonwealth and the applicable state law and you submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## 16. MISCELLANEOUS

**No waiver:** We do not waive a right, power or remedy in connection with these Terms if we fail to exercise or delay in exercising that right, power or remedy. If the same or similar rights, powers or remedies arise on different occasions, we are not obliged to exercise those rights, powers or remedies in the same way. A waiver of a right, power or remedy must be in writing and signed by us to be effective.

**Severability:** If any provision (or part of a provision) of these Terms is found to be void, invalid, unlawful or unenforceable, that provision (or part) is deemed to be severed from these Terms to the extent of that voidance, invalidity, unlawfulness or unenforceability without invalidating the remaining provisions. The remaining provisions of these Terms will remain in full force and effect and constitute a binding agreement between you and us.

**Relationship between the parties:** Nothing in these Terms constitutes or creates any relationship between the parties as partners, joint venturers or principle and agent or gives rise to any other form of fiduciary relationship between the parties.

**Entire agreement:** These Terms, together with the Privacy Policy and any other additional terms which may apply to particular activities when using the Website, constitutes the entire agreement between the parties

about its subject matter and supersedes all previous understandings, agreements, representations and warranties between the parties in relation to that subject matter.

**Force majeure:** To the extent permitted by law, we will not be liable to you for any failure to fulfil, or delay in fulfilling, our obligations caused by any circumstances outside of our reasonable control.

**Feedback and complaints:** We appreciate your feedback, whether complaints, compliments, queries or suggestions. If you have a question, issue, complaint or any other feedback about our Website or our services or products, please inform us through any of the means on the 'Contact', 'Talk to Us' or 'Get in touch' sections of our Website.

**Dispute resolution:** If you have any issue or dispute arising out of these Terms or in relation to the Website or our services or products, you must notify us in writing and use reasonable endeavours to attempt to resolve the matter through discussions or correspondence with us before commencing any court or tribunal proceedings.

**Notices:** Any notices given by either party to the other party in connection with these Terms, the Website or our services or products must be in writing, in English and signed by the sender (or a person who is a duly authorised representative of the sender). Notices to us must be delivered to us by email to [admin@elizabethbroderick.com.au](mailto:admin@elizabethbroderick.com.au) or by prepaid post to our registered office.

**Contact details:** It is your responsibility to ensure that you enter your email address and other contact details correctly when you contact us via the Website. Failure to do so may result in loss or incorrect delivery of our communications, services or products to you.

Last updated: 17 September 2024