

**Superfect Pty Ltd**  
**Website Terms of Use and Disclaimer**

## **WEBSITE TERMS OF USE AND DISCLAIMER**

Welcome to the Superfect website. This website ([www.superfect.net.au](http://www.superfect.net.au)) is owned and operated by Superfect Pty Ltd (ACN 156 172 744) ("**Superfect**", "**we**", "**us**"). Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use and disclaimer which, together with our Privacy Policy, govern our relationship with you in connection with this website. Should you not agree with any of these terms and conditions, please do not use our website.

Please note that these terms and conditions do not relate to your use of any service described on our website. Please refer to our Client Engagement Letter for individual warranties or guarantees relevant to any particular service.

Your use of this website is subject to the following terms and conditions:

### **1. Purpose of the Website**

Our website is designed to promote and educate website visitors on the services that Superfect provides, being accounting, superannuation and financial planning advice and services.

Superfect is an Australian Financial Services licence holder (AFSL No: 489212) and is licensed to provide advice on financial products.

The director of Superfect is Belinda Davis, a qualified CPA and SMSF Specialist Advisor™ (with the SMSF Association), who is authorised by law to provide financial advisory services in the areas of superannuation and Self Managed Super Funds.

### **2. Use of our Website**

The content of this website is for your general information and use only and is subject to change without prior notice.

You can only ever use our website for lawful purposes (such as researching our services or contacting us) in a manner consistent with the nature and purpose of the website, and in a way that doesn't impact on anyone else's use and enjoyment of the website.

You're not permitted to change, add to, remove, deface, hack or otherwise interfere with our website or any material or content displayed on the website, or attempt to do any of those things.

We have a zero-tolerance policy for users who conduct themselves unlawfully or encourage such conduct, who post any defamatory, obscene, offensive or scandalous material, harass or cause distress or inconvenience to any person, or hack, disrupt or otherwise interfere with the website. We reserve the right to ban any users who engage in such behaviour.

Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.

### **3. Member Portal**

Our website contains a member portal, which allows you to login to your BGL360 account directly from our website. Please note that, while we do our best to ensure that the link between the two sites remains secure, it is possible that the link may be impacted by the actions of others (for example, in the event of a hack).

We don't warrant that you will be able to log in to your BGL360 account free of interruption or error at all times. We are not in any way responsible for any such interference or prevention of your access or use of BGL360.

We provide the login to the BGL360 account for your convenience only. You acknowledge that you use our website, member login and BGL360 software at your own risk. The BGL360 software is hosted independently of Superfect; accordingly, we have no control over the nature, content and availability of BGL360, its product(s) or website. For your own safety, please make sure you check the protocols and standards of the BGL360 website and software before using them.

### **4. Intellectual Property**

This website contains material (including designs, trade marks, service marks and trade names) which is owned by or licensed to us, save for any trademarks reproduced on this website which are not the property of or licensed to us, which are acknowledged on the website. This material includes, but is not limited to, the content, design, layout, appearance, look, graphics, text, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features of the website, and is protected by copyright under the laws of Australia and through international treaties.

As a user of our website, we grant you a worldwide, non-exclusive, royalty-free, revocable license to use our website in accordance with these terms, copy and store the website and its content in your device's cache memory and to print pages from the website for your own personal and non-commercial use.

Except as outlined above, we don't grant you any other rights whatsoever in relation to the website- all other rights are expressly retained and reserved by us and nothing you do on or in relation to the website will transfer any intellectual property or associated rights.

If you would like to share our website or social media content that's freely available for re-use or is in the public domain, you are permitted to do so as long as you attribute same to us and link back to our website. If you'd like to share, re-publish or otherwise use our website or content in a way that you aren't expressly authorised to do by these terms, please don't hesitate to get in touch with us.

Any reproduction of the website's material is prohibited other than in accordance with these terms.

### **5. Submissions**

We'll sometimes ask our users to contribute content to our website or social media. Please note before you do so that any material you send to us (including any data, questions, comments, suggestions, ideas, designs, images, videos, audio, marks or other information) will be deemed to be non-confidential and non-proprietary, unless you tell us otherwise. You authorise us to use it for any purpose, without compensation to you.

You warrant that all information that you submit to us via our website is true and correct, to the best of your knowledge and information, and that you are the rightful owner of all intellectual property rights in such information.

## **6. Blog**

We maintain a blog on our website to keep you up to date with the latest in accounting, superannuation and financial planning. The blog is provided for general information and use only and should not be taken as professional advice.

We may also feature guest bloggers from time to time. We want you to know that we don't necessarily endorse or support any views, opinions, standards or information expressed in guest blogs.

If you find something offensive or inappropriate, please don't hesitate to get in touch with us and we'll review the material to see whether it should be removed.

## **7. Privacy**

We take your privacy seriously. All information we collect through your use of the website and how we use and disclose it is set out in our Privacy Policy, which is available at <http://superfect.net.au/privacy/>

## **8. Links to Our Website**

If you would like to link to our website, please get in touch with us with your URL, a brief description of your website and why you want to establish a link. Please note that if we allow you to link to our website, we may impose certain terms or conditions.

If the nature or content of your website changes in any significant way after the authorised link is established, you must let us know and provide us with a new description of your website. If the change means that your website is no longer a good fit with ours, we may ask you to remove the link. Refusal will constitute a breach of these terms.

## **9. Links to Other Websites**

We include a resources page on our website, to help guide you to other organisations with information and tools to assist you with your finances. We may also link to other sites from other locations on the website, such as within blog posts.

Please note that these other websites are not controlled by us. We provide the resources page and these links for your convenience only. You acknowledge that they are used at your own risk. While we have included these resources believing they contain useful information and tools, we don't necessarily endorse or support the views, opinions, standards or information expressed on them. We have no control over the nature, content and availability of those websites. For your own safety, please make sure you check the protocols and standards of the linked sites before using them.

## **10. Our Use of Cookies**

As you probably know, a cookie is a small text file that's placed on your computer to help us remember your preferences, like your login information or location. Cookies are used for a variety of reasons. We use cookies to monitor browsing preferences and to help us improve, promote and protect our website and services. We and our third-party vendors may also use cookies to display advertisements to you elsewhere on the internet. By continuing to use the website, you agree to our use of cookies as set out in this clause.

## **11. Disclaimer and Indemnity**

The information provided on this website is general advice. This website and its content is not and should not substitute for professional accounting or financial advice.

You should seek professional assistance if you need advice specific to your situation. It is your sole responsibility to determine that any product, service or information available on or referred to on the website meets your individual needs and specific requirements.

Nothing in these terms limits or excludes any rights, guarantees, warranties, representations or conditions that you are entitled to by law that can't be limited or excluded, including under the Australian Consumer Law, which forms Schedule 2 to the *Competition and Consumer Act 2010* (Cth) (**ACL**).

Apart from that, to the extent permitted by law, we exclude all terms, guarantees, warranties, representations or conditions as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any purpose which are not expressly stated in these terms. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.

We will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable consumer guarantee to which you are entitled under the ACL), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the website or these terms (including as a result of not being able to use the website), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise. If we can't exclude liability but we can limit it, we limit it to the maximum extent permitted by law, including under section 64A of the ACL.

We make the website available to you, however you use it at entirely your own risk, for which we will not be liable. Everything on the website is provided "as is" and "as available" – we don't make any representations or warranties of any kind – and we exclude all liability for loss or damage you might suffer because of:

- failures, errors, mistakes, inaccuracies, interruptions, defects, delays, viruses, lost, stolen, altered or misused data, unlawful third party conduct arising out of the website;
- unsuitable or out of date information on the website (including third party material and advertisements on the website);
- you or any other person acting or not acting, on any information;
- personal injury or property damage of any nature resulting from your or any other person's access to or use of the website;
- any unauthorised access to or use of information or data, including personal and financial information, collected by us;
- any interruption of transmission to or from the website;
- any malware (bugs, viruses, trojan horses, ransomware or other harmful code or communications) which may be transmitted to or through the website, including links to other sites;
- costs incurred by you in using the website; and
- links which are provided for your convenience.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.

Our liability may also be limited by a scheme approved under Professional Standards Legislation. Further information on the scheme is available from the Professional Standards Councils' website [www.psc.gov.au](http://www.psc.gov.au).

## **12. Security**

Data sent to and from [superfect.net.au](http://superfect.net.au) is securely encrypted using the Secure Sockets Layer (SSL) protocol. [superfect.net.au](http://superfect.net.au) uses an SSL Certificate which has been issued by a trusted Certificate Authority. SSL encryption protects data by allowing only the intended recipients to access it and secures all communication with the website.

### **13. Changes to Terms**

If we decide to change these terms (and we can do so at any time), we'll post a copy of our revised terms on our website. Changes to the terms will take effect immediately on being published on the website. Your continued use of the website indicates your acceptance of the revised terms.

### **14. Severance**

If any part of these terms is found to be void or unenforceable by a Court of competent jurisdiction, that part will be severed and the rest of the terms will remain in force.

### **15. Termination**

The agreement between us constituted by your use of the website may be terminated at any time by us without notice, in which case all disclaimers and limitations of liability will survive termination, however, you will no longer be authorised to access the website.

### **16. Jurisdiction**

As we are based in New South Wales, Australia, these terms will be governed by the laws of that state. In the event of any dispute, we ask that you first contact us, and we'll do our best to resolve the dispute to our mutual satisfaction quickly, cheaply and efficiently. If we do end up in court, you agree that the exclusive venue for resolving any dispute will be in the courts of New South Wales and courts of appeal from them.