

HAWKEYE CONSULTANCY – WEBSITE TERMS OF USE

Policy owner:	Hawkeye Consultancy Pty Ltd
Approval date:	28 August 2023
Effective date:	28 August 2023
Review by date:	July 2024
Related policies and documents:	n/a
Version control:	Version: 1.12

BACKGROUND

These website terms of use outline how you are able to use our website and legal content, as well as the other resources found on our website. We hope that you find them to be useful, helpful and insightful and we'd be delighted to answer any questions you have about them! We have developed our content to help you operate your business, provide you with information, answer common compliance queries and in the case of our free compliance document templates, provide you with access to great compliant resources. In these website terms of use, **we, us** or **our** means Hawkeye Consultancy Pty Ltd | 11 621 167 771.

HOW YOU CONSENT TO THESE WEBSITE TERMS OF USE

If you access or use, or download any of our compliance templates, you are taken to have agreed to these website terms of use and our privacy policy, found below (**Terms**). We ask you to please read these Terms carefully. If you don't agree with our Terms, then you must cease using our website immediately.

THE INFORMATION ON OUR WEBSITE IS GENERAL INFORMATION ONLY

Please note that materials and content on this website, including but not limited to our compliance templates (**Content**) are not comprehensive. Our content is designed for you to be able to inform yourself, generally, of common compliance concepts and issues. We have not created our content with your specific needs, objectives or circumstances in mind, and it is not legal advice. Before you act or rely on any of our content, you need to seek your own legal or other advice.

While we use reasonable effort to ensure that our content is accurate, current and complete, we don't represent, warrant or guarantee its accuracy, currency or completeness (to the maximum extent permitted by law).

USING THIS WEBSITE DOESN'T MEAN THAT YOU BECOME OUR CLIENT, OR THAT WE BECOME YOUR RTO CONSULTANTS

If you use this website, receive any information from us (such as a compliance guide or other pieces of content) or download any of our compliance templates, this does not mean that we become your RTO consultants or that a consultant-client relationship is created.

WE GIVE YOU A LICENCE TO USE OUR WEBSITE

So that you can use and access our website, we grant you a non-exclusive, royalty-free, revocable, worldwide, nontransferable licence to use our website in accordance with these Terms. All other uses of

our website are prohibited unless we give you our written consent.

YOU CAN'T DO CERTAIN THINGS ON THIS WEBSITE

To use our website and our content, we expect you to abide by a certain standard of behaviour. You must not do or attempt to do anything that is unlawful, prohibited by any laws applicable to our website, anything which we would consider inappropriate or which might bring us or our website into disrepute. This includes:

- A. anything that would be a breach of any other person's privacy (including if you upload personal information
- B. about an individual without their consent) or any other legal rights;
- C. using our website to defame, harass, threaten, menace or offend any person;
- D. interfering with anyone using our website;
- E. tampering with or modifying our website, knowingly transmitting viruses or other disabling features, or damaging or interfering with our website, including using trojan horses, viruses or piracy or programming routines that may damage or interfere with our website;
- F. using our website to send unsolicited email messages; or
- G. facilitating or assisting a third party to do any of the above acts.

COMPETITORS ARE EXCLUDED FROM USING OUR WEBSITE TO COMPETE

You are prohibited from using our website and the content in any way that competes with our business.

OUR INTELLECTUAL PROPERTY

Unless we indicate otherwise, please note that we own or licence all rights, title and interest (including intellectual property rights) in our website and all of our content. Your use of our website and your use of and access to any of our content does not grant or transfer to you any rights, title or interest in relation to our website or our content.

In relation to our Compliance templates, you must not reproduce, exploit or use any of the Compliance templates for the purpose of re-selling the templates, or offering products or services similar to ours or for any purpose other than to assist you in operating your own RTO Consultancy business. You may amend Compliance templates in order to tailor them to your circumstances. All other use, copying or reproduction of Compliance templates is prohibited (except to the extent permitted by law).

For content other than Compliance templates, you must not:

- A. copy or use it, in whole or in part; or
- B. sell it to any third party.

You must not breach any intellectual property rights connected with our website or our content, including (without limitation) altering or modifying any of our content or creating derivative works from the content

PROVIDING US WITH TESTIMONIALS

We really appreciate your feedback. If you review us, or provide us with a testimonial, you permit us to

post or otherwise transmit the review or testimonial on our social media or other channels. You can email us and ask us not to do this, at any time.

WE ARE NOT RESPONSIBLE FOR WEBSITES RUN BY THIRD PARTIES

Our website may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations to ensure those websites are suitable for you.

VARYING THESE TERMS

We may, at any time and at our discretion, vary these Terms by publishing the varied terms on our website. We recommend you check our website regularly to ensure you are aware of our current terms. Content is subject to change without notice.

DISCONTINUING OUR WEBSITE

We have a right to discontinue this website. This can be at any time and may be without notice. We may also exclude any person from using our website, at any time and at our sole discretion. We are not responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

WARRANTIES AND DISCLAIMERS

To the maximum extent permitted by law, we make no representations or warranties about our website or the content, including that:

- A. they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- B. access will be uninterrupted, error-free or free from viruses; or
- C. our website will be secure.

You read, use and act on our website and the content at your own risk.

OUR LIABILITY IS LIMITED

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent (Liability) suffered by you or any third party, arising from or in connection with your use of our website and/or the content and/or any inaccessibility of, interruption to or outage of our website and/or any loss or corruption of data and/or the fact that the content is incorrect, incomplete or out-of-date.

OUR RIGHT TO BE INDEMNIFIED BY YOU

To the maximum extent permitted by law, you must indemnify us and hold us harmless against any Liability suffered or incurred by us arising from or in connection with your use of our website or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligations under these Terms, and continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

AMENDMENTS

We may, at any time and at our discretion, vary our website terms of use by publishing the amended website terms of use policy on our site. We recommend you check our site regularly to ensure you are aware of our current website terms of use policy.

If you have any questions, we would be delighted to hear from you.

You can email us here:

info@hawkeyeconsultancy.com.au

Last update: Monday, 28 August 2023