

TERMS AND CONDITIONS

Welcome to AKJ Business Services and thank you for visiting www.akjbusiness.com.au (Site).

These Terms and Conditions tell you the terms of access and use to which you will be bound by if you access and use our Site.

Please read these Terms and Conditions carefully before you start to use our Site.

By viewing, accessing, browsing, or using our Site, you acknowledge having read and agree to be bound by these Terms and Conditions and the terms and conditions and policies referenced herein and/or available by hyperlink, including our Privacy Policy (collectively referred to as **Terms**). If you do not agree to the Terms, then you may not access or use our Site.

If you have any questions relating to these Terms, please contact admin@akjbusiness.com.au.

1. SOME BASICS ABOUT OUR TERMS

- a. You are reading a legal document which constitute the Terms between you (the User who we refer to as "you", "your", "User" in these Terms) and us.
- b. We are AKJ Business Services and we are the owner and operator of this Site. We refer to ourselves as "AKJ", "we", "us" or "our" in these Terms.
- c. AKJ Business Services means AK Johnson Enterprises Pty Ltd ACN 120 736 503 as trustee for The Bean Counter Trust a company incorporated under the laws of Queensland, Australia with its registered office located in Varsity Lakes, Queensland, Australia and any and all of its Affiliates.
- d. These Terms apply to all users of the Site.
- e. Any new features or tools which are added to the current store will also be subject to these Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our Site. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Site following the posting of any changes constitutes acceptance of those changes.

2. WHAT WE DO

We provide access to and maintain the Site where Users can learn about us and our services.

3. GENERAL CONDITIONS

- a. We reserve the right to refuse access to the Site to anyone, for any reason at any time.

ABN 26 127 482 909

Liability limited by a scheme approved under Professional Standards Legislation

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- b. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Site, or any content on the Site without express written permission by us.
- c. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms and Conditions.

4. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

- a. We are not responsible if information made available on this Site is not accurate, complete, or current.
- b. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information.
- c. Any reliance on the material on this Site is at your own risk. This Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only.
- d. We reserve the right to modify the contents of this Site at any time, but we have no obligation to update any information on our Site. You agree that it is your responsibility to monitor changes to our Site.

5. THIRD-PARTY LINKS

- a. Third-party links on this Site may direct you to third-party websites that are not affiliated with us.
- b. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, or products of third-parties.
- c. We are not liable for any harm or damages related to the purchase or use of Products, resources, or any other transactions made in connection with any third-party websites.
- d. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party should be directed to the third-party.

6. USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- a. If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate, and otherwise use in any medium any comments that you forward to us.

- b. We are under no obligation:
 - i. to maintain any comments in confidence;
 - ii. to pay compensation for any comments; or
 - iii. to respond to any comments.
- c. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violates any party's intellectual property or these Terms.
- d. You agree that your comments will not violate any right of any third-party, including copyright, trade mark, privacy, personality, or other personal or proprietary right.
- e. You further agree that your comments will not contain libelous or otherwise unlawful, abusive, or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Site or any related website.
- f. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments.
- g. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

7. PERSONAL INFORMATION

For more information on how we collect and handle your personal information please see our Privacy Policy.

8. ERRORS, INACCURACIES AND OMISSIONS

- a. Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to services descriptions, contact numbers and availability.
- b. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information if any information on the Site is inaccurate at any time without prior notice.
- c. We undertake no obligation to update, amend, or clarify information on the Site or on any related website except as required by law. No specified update or refresh date applied on the Site or on any related website, should be taken to indicate that all information on the Site or on any related website has been modified or updated.

9. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the Site 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 Site 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; or
- k. to interfere with or circumvent the security features of the Site or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Site or any related website for violating any of the prohibited uses.

10. INTELLECTUAL PROPERTY RIGHTS

- a. The AKJ name is a registered trade mark of AKJ as is AKJ BUSINESS – SERVICE BEYOND THE NUMBERS.
- b. You acknowledge that any intellectual property rights, including graphics, logos, trade marks, distinctive brand features, design, text, icons, the arrangement of them, sound recordings and all software relating to this Site, are owned by AKJ, and that these remain the property of their respective owner and must not be used in any manner without the prior written consent of the owner. These intellectual property rights are protected by Australian and international laws and nothing in the Terms gives you a right to use any of them.

- c. Nothing contained on our Site is to be interpreted as a recommendation to use any information on this Site in a manner which infringes the intellectual property rights of any person. AKJ makes no representations or warranties that your use of the information on this Site will not infringe such intellectual property rights.
- d. You may view this Site and its contents for personal and non-commercial use only and subject to the Copyright Act 1968 (Cth) and similar legislation, you may not in any form or by any means reproduce, modify, distribute, store, transmit, publish or display within another website or create derivative works from any part of this Site or commercialise any information obtained from any part of this Site without the prior written consent of AKJ or, in the case of third party material, from the owner of the copyright in that material.
- e. You may not modify or copy the layout or appearance of this Site nor any computer software or code contained in this Site, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to this Site.
- f. If you correspond or otherwise communicate with AKJ, you automatically grant to AKJ an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on this Site.

11. LIMITATION OF LIABILITY

- a. We do not guarantee, represent, or warrant that your use of our Site will be uninterrupted, timely, secure, or error-free.
- b. We do not warrant that the results that may be obtained from the use of the Site will be accurate or reliable. You agree that from time to time we may remove the Site for indefinite periods of time or cancel the Site at any time, without notice to you.
- c. You expressly agree that your use of, or inability to use, the Site is at your sole risk.
- d. The Site and all services delivered to you through the Site are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties, or conditions of any kind, either express or implied, including all implied warranties or conditions, fitness for a particular purpose, title, and non-infringement.
- e. In no case will AKJ, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including

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- negligence), strict liability or otherwise, arising from your use of any of the Site or any services procured using the Site, or for any other claim related in any way to your use of the Site, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Site or any content posted, transmitted, or otherwise made available via the Site, even if advised of their possibility.
- f. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability will be limited to the maximum extent permitted by law.
 - g. If you are a Consumer, nothing in the Terms restricts, limits, or modifies your rights or remedies against us for failure to comply with a statutory guarantee under the ACL.
 - h. We will not be liable for any loss or damage you suffer by the use of the Site or a linked website; or any breakdown or interruption to the Site.
 - i. You acknowledge that:
 - i. prior to entering into the Terms you have been given a reasonable opportunity to examine and satisfy yourself regarding all services which are the subject of the Terms and that prior to entering into the Terms you have availed yourself of that opportunity; and
 - ii. at no time prior to entering into the Terms have you relied on our skill or judgment and that it would be unreasonable for you to do so.

12. INDEMNIFICATION

You agree to indemnify, defend and hold harmless AKJ and our parent, subsidiaries, Affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your (or any person accessing your account or device) breach of the Terms or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

13. SEVERABILITY

In the event that any provision of these Terms and Conditions is determined to be unlawful, void or unenforceable, such provision will nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion will be deemed to be severed from these Terms and Conditions, such determination will not affect the validity and enforceability of any other remaining provisions.

14. TERMINATION

- a. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of the Terms, we may terminate these Terms 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 Site (or any part thereof).
- b. The obligations and liabilities of the parties incurred prior to the termination date will survive the termination of this agreement for all purposes.

15. ENTIRE AGREEMENT

- a. The failure of us to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision.
- b. These Terms constitute the entire agreement and understanding between you and us and govern your use of the Site, superseding any prior or contemporaneous agreements, communications, and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms).

16. GOVERNING LAW

These Terms are governed by and construed in accordance with the laws of Queensland, Australia.

17. CHANGES TO TERMS

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our Site. It is your responsibility to check our Site periodically for changes. Your continued use of or access to our Site following the posting of any changes to these Terms constitutes acceptance of those changes.

18. CONTACT INFORMATION

Any questions about the Terms should be sent to us at:

AKJ Business Services
Suite 2, Level 2, 21 Lake St, Varsity Lakes, QLD 4227
07 5668 1700
admin@akjbusiness.com.au

19. DEFINITIONS

In the Terms:

ACL	means the <i>Australian Consumer Law Schedule of the Competition and Consumer Act 2010</i> (Cth) as amended.
Affiliate	means in relation to AKJ: a. a person that controls or is controlled by AKJ; and b. a Related Body Corporate of AKJ.
Body Corporate	has the meaning given to that term in the Corporations Law.
Consumer	is as defined in the ACL.
Corporations Law	means the <i>Corporations Act 2001</i> (Cth).
Party	means a party to these Terms.
Related Body Corporate	has the meaning given to that term in the Corporations Law.
Site	means any and all of the websites located at www.akjbusiness.com.au , or any subsequent URL which may replace any of them.
Terms	means these Terms and Conditions and the terms and conditions and policies referenced herein and/or available by hyperlink, including our Privacy Policy, as amended from time to time.
User(s)	means a user/s of the Site either collectively or individually, as the context requires.
we/us/our	means AK Johnson Enterprises Pty Ltd ACN 120 736 503 as trustee for the Bean Counter Trust and all of its Affiliates.
you/your	means you as a user of the Site.