

## AUSTRALIAN RESTRUCTURING INSOLVENCY AND TURNAROUND ASSOCIATION (ARITA)

### Website Terms and Conditions

#### Terms of sale

1. Application
  - 1.1. These terms form the basis of the agreement between Australian Restructuring Insolvency and Turnaround Association ACN 002 472 362 (ARITA) and the buyer of products and services from this website unless otherwise agreed in writing by ARITA.
2. Orders
  - 2.1. Orders for products or services may be able to be made online through this website.
  - 2.2. ARITA is not obliged to fulfil any order unless the order is accepted by ARITA.
3. Price and payment
  - 3.1. Orders made through this website must be accompanied by valid payment.
  - 3.2. Payments for an order made by purchase order must be made in full within 30 days after the date of invoice by credit card, cheque or money order, or prior to the start date of the relevant event, whichever is the earlier.
4. Delivery
  - 4.1. Products will only be supplied within Australia.
  - 4.2. ARITA will endeavour to dispatch products by post within 7 days after order.
  - 4.3. On receipt of payment by ARITA, where the product is a digital file, the buyer will receive an email providing details of the URL from which to download the file. This file must be downloaded within 48 hours of purchase as the URL will cease to be valid after this time.
  - 4.4. Orders are inclusive of standard postage.
  - 4.5. ARITA is not liable for an error in shipment unless notified in writing to ARITA within 7 days after receipt of the products by the buyer.

- 4.6. ARITA will not accept returned products without prior written approval. The buyer must pay all shipping charges and ARITA's handling charges on products accepted for return.
5. Title and risk

Until the price of products is paid in full, title in those products is retained by ARITA. Risk in products passes to the buyer at the time of their despatch by ARITA.
6. Liability
  - 6.1. ARITA's liability in respect of the supply of products and services is limited to the obligations imposed by statute. In the case of liability, ARITA at its option will supply the products or services again or pay the cost of having the products or services supplied again.
  - 6.2. To the extent permissible by law, ARITA's liability for any cause, including negligence, in respect of the supply of products or services is limited to the payments made by the buyer to ARITA for them.

#### **Terms of website use**

1. Terms of use

Use of this website is subject to these terms and any additional terms which appear on this website.
2. Accuracy
  - 2.1. Where possible, care is taken to ensure the accuracy of the information ARITA posts on this website. However ARITA does not accept responsibility for the accuracy or completeness of the information it posts or that is otherwise contained on this website.
  - 2.2. The information contained on this website is not intended to constitute legal, business or other professional advice but is for information only. It is not intended as a substitute for advice from a qualified professional.
  - 2.3. ARITA is not liable for any damages, losses, costs or expenses resulting from any use or misuse of the information contained on this website.
  - 2.4. If ARITA considers that information or content on this website is unreliable or inaccurate, it may, at its own election:
    - a) inform users of this website that this is the case;
    - b) endeavour to make an appropriate correction;
    - c) remove any information or content, including links to other

websites, without giving any explanation or justification; or

- d) suspend the operation of all or any part of this website.

### 3. Intellectual property

- 3.1. Except as otherwise indicated, ARITA owns or has licensed all copyright and other intellectual property in the content and design of this website.
- 3.2. Any person may make a temporary copy of all or part of this website for the sole purpose of viewing it and print a copy for personal use.
- 3.3. A person must not otherwise reproduce, adapt, store, transmit, print, display, publish or create derivative works from any part of the content or design of this website except with ARITA's prior consent or as permitted by applicable copyright legislation.
- 3.4. A person who sends or provides any content on this website grants a perpetual, irrevocable, non-exclusive royalty free licence to ARITA and its designees to:
  - a) use, reproduce and exploit any content submitted without restrictions of any kind and without any payment or other consideration of any kind, or permission or notification, to the person or any third party; and
  - b) allow ARITA to sub-license others the same rights granted in accordance with paragraph 9.4(a).
- 3.5. The licence shall include, without limitation, the irrevocable right to reproduce, prepare a derivative work, combine with other works, alter, translate, distribute copies, display, perform or license the ideas, expression of ideas or materials, and all rights contained therein, in ARITA's, or ARITA's designees throughout the universe in perpetuity in any and all forms of media.
- 3.6. Any person using this website acknowledges and agrees that ARITA and others may create on their own or obtain ideas that may be similar or identical to the content that a person provides through this website or other channels and means. Users hereby waive any and all claims they may have had, may have, and/or may have in the future, that the ideas, expression of ideas or material accepted, reviewed and/or used by ARITA or others may be similar to the ideas, expression of ideas or material of users of this website.

### 4. Links

This website may contain links to third party websites. ARITA is not responsible for the condition or content of those websites. The links are provided solely for convenience and do not indicate, expressly or impliedly, any endorsement

of the websites or the products or services provided in them.

## 5. Collection and use of information

- 5.1. ARITA may make a record of visits and log visits for statistical and business purposes. Such information may include a person's server address, domain name, IP address, the date and time of visit, pages accessed, documents downloaded, previous website visited and the type of browser used.
- 5.2. If ARITA requires a person to complete an electronic form on this website and in doing so it requires personal information to be entered, ARITA will collect that information to allow it to respond. ARITA will only use this information in accordance its privacy policy at [www.ARITAa.com.au/about-us/policies/privacy](http://www.ARITAa.com.au/about-us/policies/privacy).
- 5.3. This website may use "cookie" technology to assist in identifying registered users and delivering content specific to users' interests. Cookies are pieces of information stored on an individual's computer and are used for customising website information to improve user experience and for tracking user navigation. If a user does not wish information to be gathered on a cookie it should disable the acceptance of cookies by its web browser. The user's internet service provider may be able to assist with this.

## 6. User content

- 6.1. This website may allow users to comment on the website, participate in discussions forums or enter competitions.
- 6.2. ARITA does not assume any responsibility for the publication of any content, including but not limited to ideas, the expression of ideas, information and advice, not posted, sent or authored by ARITA (User Content). The responsibility for User Content and all consequences flowing from such content lies with the user.
- 6.3. All User Content posted to this website must be ethical and in accordance with accepted community standards.
- 6.4. User content posted to this website must not:
  - a) violate any applicable law or regulations;
  - b) violate the privacy of others;
  - c) waste resources or prevent other users of this website from receiving the full benefit of this website;
  - d) violate any intellectual property rights of others including, but not limited to, patents, trade marks or business names (whether registered or unregistered), confidential information and copyright;

- e) involve the posting of threatening, obscene or offensive material, including anything which is discriminatory;
- f) misrepresent or defame others;
- g) involve the commission of fraud;
- h) involve misleading or deceptive conduct;
- i) conduct any business or activity or solicit the performance of any activity that is prohibited by law;
- j) be used to seek access to or otherwise to obtain any confidential information regarding us;
- k) include unsolicited commercial messages, including by way of links to other sites;
- l) propagate computer worms, viruses or other types of malicious programs that are designed to disrupt, damage, or limit the functioning of any software or hardware;
- m) make transmissions of any type or quantity which adversely affect ARITA's operations or jeopardise the use of this website, or its performance for other users;
- n) harass or impersonate ARITA, its officers or employees or any other person; or
- o) attempt to do any of the above;

and users represent and warrant that they are authorised to provide any User Content sent or posted and that posting or sending such User Content does not constitute the prohibited conduct set out in sub-clauses (a) – o) above.

- 6.5. ARITA reserves the right to, in its sole discretion, suspend or terminate a user's access to the interactive or other functions of the website, including if ARITA believes the user is abusing the service in any way, and/or has breached these terms.
- 6.6. ARITA will generally not moderate, pre-screen, verify or edit the User Content posted on this website. However, ARITA reserves the right to do so and to investigate any suspected violation of these terms and take appropriate action. Any User Content, including access to a linked site, that is suspected to be in violation of these terms, should be reported immediately to ARITA.
- 6.7. ARITA is not responsible for, and accepts no liability with respect to, any User Content uploaded, posted, transmitted or otherwise made available on this

website by any person other than ARITA. For the avoidance of doubt, ARITA will not be taken to have uploaded, posted, transmitted or otherwise made material available on this website simply by facilitating others to post, transmit or otherwise make material available. Furthermore, ARITA does not endorse any opinion, advice or statement made by any person other than ARITA.

- 6.8. Users must not post hyperlinks that direct users to any content or information that would be in breach of these terms. Linked sites and content are not moderated by ARITA, are not under ARITA's control, responsibility or endorsement and access to any linked site is at the user's own risk.

## 7. Security

ARITA provides no warranty in respect of the security measures on this website and is not responsible for any misuse, loss or unauthorised access, modification or disclosure of information provided to ARITA.

## 8. Indemnity

Users of this website will at all times indemnify and keep indemnified, ARITA or its designees and respective officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arises out of, in connection with or in respect of any breach of these terms by a user or from the provision of content by any person.

## 9. Proper law

The agreement between ARITA and buyers and users of this website is governed by and must be interpreted in accordance with the laws of New South Wales, Australia. Each buyer and user unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

## 10. Amendment

ARITA may amend these terms by substituting amended terms on this website. Continued purchase of products or services, or use of this website following those amendments constitutes acceptance of those amendments. If a user objects to any amendments to the terms, use of this website should be immediately discontinued.