



Website Terms of Use

Welcome to the website of **FICAssist Consultants Pty Ltd** ACN 663 045 841-ABN 70 663 045 841 (“**we**”, “**our**” or “**us**”).

By accessing and using our website and any content and services available from our website, you agree to these terms of use, which include our privacy policy (located at <https://ficassist.com.au>). You should review our privacy policy and these terms of use carefully and immediately cease using our website and/or our services if you do not agree to these terms of use.

We may change our terms of use from time to time by publishing changes to them on our website. We encourage you to check our website periodically to ensure that you are aware of our current terms of use.

By continuing to use our website and/or our services, you acknowledge and agree to be bound by these terms of use.

1. Collection and use of information

As part of your access to and use of our website and services, we may collect information from or about you.

Before submitting any information to us through our website, you must ensure that you are authorised to provide us with that information. You acknowledge that you remain ultimately responsible for the information which has been submitted and warrant that such information has been submitted in accordance with all applicable laws.

Our collection, use, disclosure, storage, and handling of any personal information will be in accordance with our privacy policy as amended from time to time. By submitting your personal information to us or by using our website or our services, you acknowledge and consent to such collection, use, disclosure, storage, and handling.

2. Information on our website

The information on our website is of a general nature and for your information only. The information on our website is not comprehensive and is intended only to provide a summary of the subject matter covered. To the extent permitted by law, we make no representation or warranty whatsoever in relation to the information on our website.

You should undertake your own investigations in relation to the suitability of the information and our services. You should monitor any changes to the information contained on our website and make your own assessment of that information.

Our website and our services may display, include, or make available content and links to websites operated by third parties or materials of third parties (**Third-Party Materials**).

Third Party Materials are provided for your convenience only and may not remain current or be maintained. We do not warrant or endorse and do not assume any liability or responsibility to you or any other person in relation to any Third-Party Materials.

3. Access and use conditions

You must use our website for lawful purposes only and ensure that your access, to, or use of, our website and our services is not illegal or prohibited by law. You agree at all times to deal with any information or materials provided on or accessed through our website or services in a manner which complies with all applicable laws.

When accessing and using our website, you must:

- not attempt to undermine the security or integrity of our computing systems or networks;
- not use, or misuse, our website in any way which may impair the functionality of our website, or other systems used to deliver our website, our services or impair the ability of any other user to use our website or our services;
- not attempt to gain unauthorised access to any materials including data or to the computer system on which our website is hosted;
- not transmit, or input via our website, any files that may damage any other person's computing devices or software, content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use); and
- not attempt to modify, copy, adapt, reproduce, disassemble, decompile, or reverse engineer any computer programs used to deliver or to operate our website.

4. Backup of data

You should maintain copies of all information and data submitted to our website. We do not make any guarantees that there will be no loss of information or data and we expressly exclude liability for any loss of information or data however caused.

5. Changes to services

We reserve the right to make any changes to the services offered through our website as we may deem necessary or desirable. While we will use all reasonable endeavours to give prior notice of such changes, you acknowledge that prior notice may not be able to be given in respect of all changes.

6. Security

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of our website. You must take your own precautions to ensure that your use of our website is free of viruses or other malicious code (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

7. Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title, and interest to intellectual property rights (including copyright and trademarks) in our website and in all of the material (including all text, graphics, images, logos, audio and video) made available on our website (**Content**).

Your use of our website, and use of and access to any Content, does not grant or transfer any rights, title or interest to you in relation to our website or the Content. Except to the extent permitted by law or expressly permitted under these terms of use, any reproduction, redistribution, modification or adaptation of our website or the Content is strictly prohibited.

8. Disclaimer

To the maximum extent permitted by law, we make no warranties or representations about our website, the information contained on our website, the Content and any information provided to you including as part of your evaluation or scoping of our services, including, without limitation, any warranties or representations that they will be complete, accurate or up-to-date, that access to our website will be uninterrupted or error-free or free from viruses, or that our website will be secure.

We do not warrant that our website or our services or any information on our website will meet your requirements or that it will be suitable for any particular purpose.

To the maximum extent permitted by law, in no event shall we be liable for any direct or indirect loss, damage or expense, no matter how caused, which may be suffered due to your use of our website, any information or materials provided through or contained on our website, or as a result of the inaccessibility of our website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

9. Service availability

While we use our reasonable endeavours to ensure our website is always available, it is possible that on occasions our website may be unavailable to permit maintenance or other development activity to take place.

10. Severability

If any provision of these terms of use is void, voidable, unenforceable, illegal, prohibited or otherwise invalid in a jurisdiction, in that jurisdiction the provision must be read down to the extent it can be to save it but if it cannot be saved by reading it down, words must be severed from the provision to the extent they can be to save it but if that also fails to save it the whole provision must be severed. That will not invalidate the remaining provisions of these terms of use nor affect the validity or enforceability of that provision in any other jurisdiction where it is not invalid.

11. Governing law

These terms of use are governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

These terms of use were last updated on 25-4-2023