



## WEBSITE TERMS OF USE

Akitu Pty Ltd ABN 81 657 177 958 (**we, our or us**) operates this website (**Site**) hosted at <https://akitu.net.au/>, noting it may also be available through other addresses or channels.

### **You agree to be bound by these Terms**

By using our Site, you agree to be bound by these Site terms of use (**Terms**) and the Privacy Policy available on our Site. Please read these Terms and if you don't agree to them, then you should stop using our Site at once.

### **When we can change these Terms**

We may change these Terms and anytime by publishing the varied terms on our Site. Make sure you come back and check the Terms on a regular basis to ensure you are up to date with the current Terms.

### **Changes to the Site**

Materials and information on this Site (**Content**) are also subject to change without notice. While we try to keep our Site current, we do not make any promises or undertake to keep our Site up-to-date and are not liable if any Content is inaccurate or out-of-date.

### **The way in which you use the Site**

You have no ownership in the Site. We own the Site and grant you a non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use the Site.

You may not use the Site in any other way without our agreement in writing. All other uses of this Site must be in accordance with these Terms.

We do not permit you to:

- copy Content or any other details on our Site;
- use or copy our Site or Content in any way that competes with our business; or
- breach our copyright or other intellectual property in the Site.

### **Behaviour on the Site**

When you use our Site, we expect you to abide by a clear standard of behaviour. You must not do, or attempt to do anything:

- that is unlawful;
- prohibited by law
- we would reasonably consider inappropriate; or
- that might bring our Site or us into disrepute.

This includes (without limitation):

- (a) anything that would breach the privacy of an individual;
- (b) using our Site to defame, harass, threaten, menace or offend any person;
- (c) interfering with any user using our Site;



- (d) tampering with or modifying our Site;
- (e) intentionally transmitting viruses to our Site;
- (f) intentionally transmitting disabling or damaging features to our Site;
- (g) interfering with our Site, including the use of Trojan horses, viruses, piracy or programming routines that may damage our Site;
- (h) using our Site to send unsolicited email messages; or
- (i) assisting a third party to do any of the above.

### **Information only**

The content on our Site provides a summary and general overview of our business and the things we do. The information we provide does not create a client relationship with you. While the information may be helpful to you, it is not intended to be comprehensive or specific, and we do not have any obligation to you in this regard.

### **Disclaimer**

We use reasonable commercial efforts to ensure the accuracy and completeness of the Content on our Site. However, to the maximum extent permitted by law, we make no representation, warranty or guarantee with respect to the Content or the likely outcomes you will get if you action the information on our Site and apply it to your situation or life. You should always get professional advice about your circumstances from an appropriate professional.

### **Intellectual Property rights**

Unless we state otherwise on the Site, we own or licence all rights, title and interest (including intellectual property rights) in our Site and Content.

Your use of our Site and your use of and access to the Content does not grant to you or transfer any rights, title or interest in relation to our Site or our Content. You must not:

- (a) copy or use any Content from our Site (in whole or part);
- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Site or our Content, including (without limitation) altering or modifying any of our Content, causing any of our Content to be framed or embedded in another website or platform, or creating derivative works from our Content.

### **Third party sites**

Our Site may contain links to websites operated by third parties (Third Party Sites). Unless stated on our Site, we are not responsible for the content on Third Party Sites. Further, we do not control, endorse or approve any Third Party Sites.



### **Content you upload to our Site**

We encourage you to interact with our Site. We may permit you to post, upload, publish, submit or send (**upload**) information and content to our Site (**User Content**).

If you upload User Content to our Site, you grant us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence for the User Content. This means we are able to use, view, copy, adapt, modify, distribute, licence, transfer, communicate, display, publicly perform, transmit, stream, broadcast, access, or otherwise use the User Content on, through or by means of our Site.

You agree that you are responsible for all User Content that you upload and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in the User Content (as contemplated by these Terms); and
- (b) the User Content, your upload of the User Content or our use of it on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time remove any User Content you upload at our discretion.

### **Warranties and disclaimers**

To the maximum extent permitted by law, we make no representations or warranties about our Site or Content, including (without limitation) that:

- (a) it is complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) you will have uninterrupted access;
- (c) it will be error-free or free from viruses; or
- (d) our Site will be secure.

You read, use and act on our Site and our Content at your own risk.

### **Limited Liability**

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, however it arises, 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 Site and/or our Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that our Content is incorrect, incomplete or out-of-date.

### **Indemnity**

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 Site or any breach of these Terms or any applicable laws by you. This indemnity is a continuing obligation, independent from the other obligation 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.

### **Removing our Site (or your access to it)**

We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person (including you) from using our Site, at any time at our discretion. We are not responsible for any loss, damage or Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

### **Termination**

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

### **What happens if part of these Terms is not right?**

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.

### **The law that applies to these Terms**

The laws of South Australia, Australia, govern these Terms. If you access our Site throughout Australia or overseas, we make no representation that our Site complies with the laws (including intellectual property laws) of any State outside South Australia and/or country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

### **For any questions and notices, please contact us at:**

Akitu Pty Ltd ABN 81 657 177 958

Email: [customerservice@akitu.net.au](mailto:customerservice@akitu.net.au)

**Last update:** February 2023