



Terms of use of online forum

1. These terms and conditions apply to the use of this website, including use of our timesheet portal and interaction with our blog. In using this website, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the website. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this website.

Terminology

2. In these terms and conditions, the terms “we”, “us” and “our” are a reference to Attribute Group Pty Limited.

Amendments to terms and conditions

3. We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon publication to this website. Your continued use of the website following such publication will represent an agreement by you to be bound by the terms and conditions as amended.

User obligations

4. By using any part of our website, you agree to abide by the following terms and conditions:
 - (a) you acknowledge that any information or material submitted by you to us via the website is and will be treated by us in accordance with the terms of our [Privacy Policy](#) or these terms and conditions;
 - (b) when you submit material to the website, you assign all copyright which subsists in such material to us;
 - (c) you are responsible for protecting the confidentiality of your confidential information;
 - (d) you will not post or transmit any material or information which is offensive, defamatory, obscene, unlawful, vulgar, harmful, threatening, abusive, harassing or ethnically objectionable;
 - (e) you agree not to impersonate any other person;
 - (f) you agree to provide current, accurate and up-to-date information about yourself as required under these terms and conditions;



- (g) you agree not to post or transmit any unsolicited advertising or promotional materials;
- (h) any material which you post or upload to the website may be removed by us without notice at any time;
- (i) you will not upload or transmit any material in which the copyright is owned by another person or entity and you warrant that all material uploaded is your original work and not sourced from any third party;
- (j) you will not upload any material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware;
- (k) all information provided by us on our website, including the blog, is provided in good faith. You accept that any information provided by us is general information and is not in the nature of advice. We derive our information from sources which we believe to be accurate and up to date as at the date of publication and we reserve the right to update this information at any time;
- (l) we do not make any representations or warranties that the information we provide on our website is reliable, accurate or complete or that your access to the website will be uninterrupted, timely or secure. We are not liable for any loss resulting from any action taken or reliance made by you on any information or material provided by us. You should make your own inquiries and seek independent advice from relevant industry professionals before acting or relying on any information or material which appears on the website;
- (m) we do not accept any liability for the accuracy or content of any material posted by other users or third parties on our website. We are not liable for any loss resulting from any action taken or reliance made by you on any information or material posted by another user or third party;
- (n) we do not accept any responsibility or liability for any information or material which you submit to the website, nor do we accept any responsibility for any use or misuse which you or any other users make of information or material which you submit to the website;
- (o) we do not warrant that we will respond to questions or comments submitted by you to our website;
- (p) if you download any material from the website, you acknowledge that we are not liable to you for any loss or damage, however caused, arising from the downloading or subsequent use of the downloaded material. You may not adapt, reproduce, store, distribute, transmit, print, display, publish or create derivative works from any downloaded material. In addition, you may not



(q)commercialise any information, products or services from the downloaded material.

Disclaimer

5. Nothing in these terms and conditions excludes, restricts or modifies any condition, warranty, right or liability implied in these terms and conditions or protected by law to the extent that such exclusion, restriction or modification would render these terms and conditions or any provision of these terms and conditions void, illegal or unenforceable. Subject to that:
 - (a) we do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this website;
 - (b) any condition, warranty, right or liability which would otherwise be implied in these terms and conditions or protected by law is excluded; and
 - (c) and except in relation to liability for personal injury (including sickness and death), we do not accept liability to you in respect of any loss or damage (including indirect, special or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services discussed, developed or supplied pursuant to or in any way connected with this web site or respect of any failure or omission on our part to comply with our obligations as set out in these terms and conditions.
6. You acknowledge that:
 - (a) prior to entering into these terms and conditions you have been given a reasonable opportunity to examine and satisfy yourself regarding all goods and services which are the subject of these terms and conditions and that prior to entering into these terms and conditions you have availed itself of that opportunity; and
 - (b) at no time prior to entering into these terms and conditions have you relied on our skill or judgment and that it would be unreasonable for you to do so.
 - (r) The application of the *United Nations Convention on Contracts for the International Sale of Goods* (the *Vienna Convention*) to these terms and conditions (by virtue of any law relevant to these terms and conditions) is excluded.
 - (s) Pursuant to s 64A of the *Australian Consumer Law* (under the *Competition and Consumer Act 2010* (Cth)):



- (i) this sub-clause applies in respect of any of the goods or services supplied under these terms and conditions which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, provided that this sub-clause will not apply if you establish that reliance on it would not be fair and reasonable;
- (ii) liability for breach of a guarantee conferred by the *Australian Consumer Law* (under the *Competition and Consumer Act 2010* (Cth)), other than those conferred by ss 51–53 of that Law, is limited:
 - (A) in the case of goods, to any one of the following as determined by us:
 - I. the replacement of the goods or the supply of equivalent goods; or
 - II. the repair of the goods; or
 - III. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - IV. the payment of the cost of having the goods repaired;
 - (B) in the case of services, to any one of the following as determined by us:
 - I. the supplying of the services again; or
 - II. the payment of the cost of having the services supplied again.

Specific warnings

- 7. You must ensure that your access to this website is not illegal or prohibited by laws which apply to you.
- 8. You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website.
- 9. We do not accept liability for any losses arising directly or indirectly from a failure to provide any features of the website (including the timesheet portal), corruption to or loss of data, errors or interruptions, any suspension or discontinuance of the service, any transmissions by other members in contravention of the members' obligations as set out in these terms and conditions or any content transmitted by another user or third party.



10. We do not give you any assurances that any information contained on this website will be suitable for your purposes or that it will be error-free. You agree that you will not rely on the any such information or its availability and that any reliance you make will be on your own independent assessments with the aid of qualified independent advice.
11. You must indemnify us and our related bodies corporate and our directors and employees against any claim by a third party arising out of a breach of these terms and conditions either by you or by any person using any of your login details, whether or not you have authorised that person to use such login details.
12. You acknowledge that we cannot confirm the identity of other users or prevent them acting under false pretences.

Copyright

13. Copyright in this website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:
 - (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or
 - (b) commercialise any information, products or services obtained from any part of this website; without our written permission.

Trade marks

14. Except where otherwise specified, any word or device to which is attached the TM or [®] symbol is a registered trade mark.
15. If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:
 - (a) in or as the whole or part of your own trade marks;
 - (b) in connection with activities, products or services which are not ours;
 - (c) in a manner which may be confusing, misleading or deceptive;



- (d) in a manner that disparages us or our information, products or services (including this website).

Restricted use

16. Unless we agree otherwise in writing, you are provided with access to this website only for your personal use. You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this website.

Links

In this website

17. This website may contain links to other websites ("linked websites"). Those links are provided for convenience only and may not remain current or be maintained.
18. We are not responsible for the content or privacy practices associated with linked websites.
19. Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

To this website

20. We give no licence to exercise any intellectual property rights in anything (including information and content such as films, sound recordings, literary works and artistic works, whether in a material form or not) on or accessible via this website ("materials") and neither you nor any person permitted by you or subject to your directions or control who may be able to access any materials ("controlled persons") shall exercise any such intellectual property rights, including the right to reproduce the materials or to communicate them to the public (including via any form of linking). Without limiting the preceding sentence, any use or disclosures (including reproductions and communications to the public) of any materials by you and by any controlled persons must be subject to you:
- (a) ensuring that those uses and disclosures are undertaken at your and their own risk, including the risk of being sued for intellectual property infringement or misleading or deceptive conduct;
 - (b) ensuring that all links to any materials are never presented or useable in a way where the presentation or use of the link does not make it obvious to a viewer or user of the links or linked materials that the source of the materials is this website;



- (c) ensuring that anyone by whom your and their links to the materials may be used or disclosed are the same as those who may access the materials directly from this website;
- (d) ensuring that anyone by whom your or their links to the materials may be used or disclosed are not able to circumvent limits (including technological restrictions and as to location) applying in respect of the materials were the materials to be accessed or sought to be accessed directly from this website rather than via their links; and
- (e) being otherwise subject to our directions, including any take down, cease or desist directions.

Privacy policy

21. We undertake to comply with the terms of our privacy policy which is located [here](#).

Security of information

22. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information. You agree that you will not share your login details, let anyone else access your login details, or do anything that might put the security of your login details at risk. We reserve the right to remove your username or similar identifier in respect of your account if appropriate. You acknowledge sole responsibility for and assume all risk arising from your use of this website.

Termination of access

23. Access to this website may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

Governing law

24. These terms and conditions are governed by the laws in force in New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.



General

25. We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstances beyond our reasonable control.
26. If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
27. If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

To return to the website

28. To return to the website, click where indicated. By doing so, you acknowledge that you have read, understood and accepted the above terms of use.