

Website Terms of Use

Austris Compliance Advisory Pty Ltd

Last updated: [Insert date]

1. Acceptance of these Terms

These Website Terms of Use (Terms) govern your access to and use of the Austris Compliance Advisory website and any associated pages, content, enquiry forms and publicly available resources on that website (Website).

By accessing or using the Website, you agree to these Terms. If you do not agree, you must not use the Website.

2. About the Website

The Website provides general information about Austris Compliance Advisory Pty Ltd and our AML/CTF compliance advisory, implementation support and related business services.

Website content may include information about regulatory change, compliance readiness, program design, risk assessment, onboarding, customer due diligence, implementation support and related topics relevant to real estate agencies, buyer's agents and other businesses.

The Website is for general informational and business communication purposes only.

3. No legal, regulatory, tax or other professional advice

The Website content is general in nature and does not constitute legal advice, legal representation, financial product advice, tax advice, accounting advice, or any assurance that a person or business is compliant with applicable law.

You should obtain your own independent professional advice that is appropriate to your circumstances before acting on Website content.

Use of the Website does not create a lawyer-client relationship, fiduciary relationship, advisory retainer or other professional engagement between you and Austris unless a separate written agreement is entered into.

4. Separate service agreements

Any compliance advisory, implementation, portal, KYC/KYB, screening, verification, onboarding or related services that Austris agrees to provide will be governed by separate engagement terms, service agreements, order forms, portal terms, privacy terms or other contractual documents where applicable.

These Terms do not replace or override those separate agreements except to the extent expressly stated in them.

5. Accuracy and no reliance

We aim to keep Website content current and useful, including content about AML/CTF reform, implementation timing and service offerings. However, we do not warrant that the Website is complete, accurate, current, suitable for your purposes or free from error.

Regulatory requirements, implementation approaches and service descriptions may change over time.

To the maximum extent permitted by law, you are responsible for evaluating the relevance and suitability of Website content for your own purposes.

6. Permitted use

You may use the Website only for lawful purposes and in accordance with these Terms.

You must not:

use the Website in a way that breaches any law or regulation;

interfere with, disrupt, damage or compromise the Website or its security;

attempt unauthorised access to any system, account, network, data or functionality;

use the Website to transmit malware, malicious code, spam or harmful material;

copy, scrape, harvest, reproduce, republish or exploit Website content except as permitted by law or with our prior written consent;

misrepresent your identity or affiliation when contacting us through the Website; or

use the Website in any way that could harm Austris, the Website or other users.

7. Intellectual property

Unless otherwise stated, Austris or its licensors own the Website and all intellectual property rights in the Website content, design, layout, branding, graphics, text, service descriptions, downloads and other materials.

You may view the Website and download or print limited extracts for your own internal business consideration, provided you do not remove proprietary notices and do not reproduce or exploit the material for commercial use without our prior written consent.

Nothing in these Terms transfers any intellectual property rights to you.

8. Enquiries and submitted information

If you submit information through the Website, including through a contact form or enquiry mechanism, you must ensure that the information is accurate and that you have the right to provide it.

You must not submit unlawful, misleading, defamatory, infringing or malicious content.

We may use information submitted through the Website in accordance with our Privacy Policy and for the purpose of responding to your enquiry or otherwise managing our business relationship with you.

9. Third-party links and tools

The Website may contain links to third-party websites, platforms or tools for convenience only.

We do not control and are not responsible for third-party content, availability, security, privacy practices, products or services.

Including a link does not imply endorsement.

10. Availability and changes

We may update, suspend, restrict, withdraw or change any part of the Website at any time without notice.

We do not guarantee uninterrupted availability, that the Website will be error-free, or that defects will be corrected within any particular timeframe.

11. Liability

To the maximum extent permitted by law, Austris excludes all warranties, representations and guarantees in relation to the Website and Website content that are not expressly set out in these Terms.

To the maximum extent permitted by law, Austris is not liable for any direct, indirect, incidental, consequential, special or exemplary loss, damage, cost or expense arising from or in connection with your access to, use of, inability to use, or reliance on the Website or Website content, including loss of revenue, profits, opportunity, data, goodwill or business interruption.

Nothing in these Terms excludes any rights, remedies, guarantees or liabilities that cannot lawfully be excluded or limited under applicable law. Where a law implies a non-excludable guarantee or condition, our liability is limited to the maximum extent permitted by law.

12. Indemnity

You indemnify Austris and its officers, employees and contractors against loss, damage, liability, cost and expense (including reasonable legal costs) arising from your breach of these Terms, your misuse of the Website, or your infringement of any rights of any person, except to the extent caused by Austris's own fraud, wilful misconduct or unlawful conduct.

13. Privacy

Our collection and handling of personal information through the Website is described in our Privacy Policy, which forms an important part of how the Website operates.

14. Security

You are responsible for taking your own precautions to ensure that any process you use to access the Website does not expose you to viruses, malicious code or other forms of interference.

While we take reasonable steps in relation to Website security, we do not warrant that the Website, servers or communications are free from security vulnerabilities or harmful components.

15. Governing law

These Terms are governed by the laws of New South Wales, Australia. You submit to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them.

16. Contact us

If you have a question about these Terms or the Website, please contact:

Austris Compliance Advisory Pty Ltd

Email: support@austris-compliance.com.au

Address: 9 Paddock Street, Lidcombe, NSW 2141, Australia

17. Changes to these Terms

We may update these Terms from time to time. The current version published on the Website will apply from the stated Last updated date.