



Website Terms of Use

for

MY ONLINE ACCOUNTANT
(ABN 67 671 642 363)

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MY ONLINE ACCOUNTANT - WEBSITE TERMS OF USE

Welcome to the website of My Online Accountant (ABN 67 671 642 363) (**we, us or the Company**), My Online Accountant is an online service that assists users to find their lost superannuation, identify any outstanding taxation returns and offers taxation services.

This website is located on the web via the domain <https://accountant.myonlineadviser.com/> and includes all of the files located in that domain (**Website**).

1. Agreement to these Website Terms of Use

- (a) By accessing this site, you agree to be bound by these terms of use (**Website Terms of Use**). These Website Terms of Use constitute a binding agreement between you and the Company and govern your use of this site.
- (b) As part of these Website Terms of Use, your use of this site is also subject to our Privacy Policy (located at <https://accountant.myonlineadviser.com/wp-content/uploads/2023/10/My-Online-Accountant-Privacy-Policy-2955547.pdf>), and our Website Terms of Access <https://accountant.myonlineadviser.com/wp-content/uploads/2023/10/My-Online-Accountant-website-terms-of-access.pdf>, which is incorporated by reference into these Website Terms of Use.

2. Restrictions on use

- (a) Your use of this site is subject to the rules set out in Schedule 1 below.
- (b) Without limiting any other remedies available to the Company at law or in equity, the Company reserves the right to, without notice:
 - temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide services to you if:
 - you breach any provision of these Website Terms of Use;
 - the Company is unable to verify or authenticate any information that you provide to us; or
 - the Company believes that your actions may cause damage and/or legal liability to the Company, any of its customers or suppliers or any other person; and
 - remove or block access to any information and/or materials (in whole or in part) that the Company, at its sole and absolute discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Website Terms of Use.

3. Limited Liability

- (a) You acknowledge that any report provided to you by the Company or the Tax agents as a result of the superannuation search is produced using information provided by a third party and is not a warranty, guarantee or representation of the accuracy or reliability of such third party reports.
- (b) You agree that, before making any financial or other decision upon receiving the report or the advice, you will:
 - consider the appropriateness of the report, having regard to your individual financial situation; and
 - obtain a Product Disclosure Statement from the superannuation providers mentioned in the report.



- (c) You also acknowledge that the advice provided in relation to your lost superannuation by the Tax Agent or the Company is general advice only and is not tailored to your individual needs, objectives and circumstances.
- (d) To the maximum extent permitted by law, both the Tax Agent and the Company and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Website Terms of Use or the use of this Website by you or any other person.
- (e) To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at the Company's sole discretion):
 - the supply of the services again; or
 - the payment of the cost of having the services supplied again.
- (f) You agree that your use of this site is at your own discretion and risk. You agree to release the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Website Terms of Use or the use of this site by you or any other person. The Company may plead this release as a bar and complete defence to any claims or proceedings.
- (g) To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Access, the Company excludes liability for any delay in performing any of its obligations under these Website Terms of Use where such delay is caused by circumstances beyond the reasonable control of the Company, and the Company shall be entitled to a reasonable extension of time for the performance of such obligations.

4. Indemnity

- (a) You indemnify and hold harmless the Tax Agent and the Company (including its officers, employees, agents, consultants, licensors, partners and affiliates) from and against any losses, liabilities, costs, expenses or damages (including actual, special, indirect and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):
 - any material or information that you submit, post, transmit or otherwise make available through this site;
 - your use of, or connection to, this site; or
 - your negligence, or misconduct, breach of these Website Terms of Use or violation of any law or the right of any person.

5. Disclaimer

- (a) The information provided on this Website is not professional advice and does not provide any warranty, guarantee, or representation regarding the accuracy, reliability, timeliness, or any other aspect of the information found on the Website or on any linked internet sites, whether third party or otherwise.



- (b) The Company does not recommend or endorse any third party goods or services that are listed, advertised or referred to in this site or the content of any third party websites. We are not responsible for the content of linked third party websites, websites framed within this site or third party advertisements and we do not make any representations, or provide any guarantees or warranties, regarding their content or accuracy. These links may unintentionally connect with websites containing information that some users may find inappropriate or offensive. Your use of any third party websites is at your own risk and subject to their respective terms and conditions of use.
- (c) The Company and the Tax Agent do not provide a warranty, guarantee, or representation for the Website, or associated internet server being free of software viruses.
- (d) You acknowledge that, any advice provided by the Company of the Tax agent:
- (e) is general advice only and does not take into account your personal or individual circumstances; and
- (f) will not be considered by you without having regard to your individual financial situation.

6. Restrictions on use

- (a) You represent and warrant to the Company that all information provided to the Company by you, including the information provided by you through our account registration module or entered into your account profile, is true and not misleading and does not violate any applicable law or regulation or any person's intellectual property or other rights.
- (b) Without limiting any other remedies available to the Company at law or in equity, the Company reserves the right to, without notice temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide products or services to you if:
 - you breach any provision of these Website Terms of Use;
 - the Company is unable to verify or authenticate any information that you provide to us; or
 - the Company believes that your actions may cause damage and/or legal liability to the Company, any of its customers or suppliers or any other person.

7. Disclaimer of warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THIS SITE, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This site is provided strictly on an "as is" basis. To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this site or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of this site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this site will meet your requirements or expectations;
- anything on this site, or on any third-party website referred or linked to in this site, is reliable, accurate, complete or up-to-date;



- the quality of any information or other material purchased or obtained through this site will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- this site or the servers that make it available are free of viruses or other harmful components.

8. General

- (a) In these Website Terms of Use, the following rules of interpretation apply:
- headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Website Terms of Use;
 - these Website Terms of Use may not be construed adversely against the Company solely because the Company prepared them;
 - the singular includes the plural and vice-versa;
 - a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
 - the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.
- (b) Waiver of any power or right under these Website Terms of Use must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by the Company to act with respect to a breach by you or others does not waive the Company's right to act with respect to that breach or any subsequent or similar breaches.
- (c) The provisions of these Website Terms of Use are severable and, if any provision of these Website Terms of Use is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.
- (d) The Company may provide any notification for the purposes of these Website Terms of Use by email.
- (e) Except as specifically provided in these Website Terms of Use, each party must bear its own legal, accounting and other costs associated with these Website Terms of Use.
- (f) You may not assign, transfer or sub-contract any of your rights or obligations under these Website Terms of Use without the Company's prior written consent.
- (g) The Company may assign, transfer or sub-contract any of its rights or obligations under these Website Terms of Use at any time without notice to you.
- (h) The Company reserves the right to amend these Website Terms of Use and any other policy on this site at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this site will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this site.
- (i) You may only vary or amend these Website Terms of Use by written agreement with the Company.
- (j) These Website Terms of Use will be governed in all respects by the laws of Queensland. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Queensland and the courts of appeal from them.



Signed and duly executed by My Online Accountant

Name (Client 1):

Name (Client 2):

Signature:

Signature:

Date:

Date: