

Website Terms of Use, Terms of Business and Privacy Policy

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Part A: Website Terms of Use

A1 About these Terms

- A1.1 The website at arthouseadvisory.com.au and any related pages, forms and landing pages (Site) is operated by Arthouse Ventures Pty Ltd (ACN 702 290 506) trading as Arthouse Advisory, Level 5, 100 Market Street, Sydney NSW 2000 (we, us, our).
- A1.2 This document has three parts: (a) this Part A, which applies to everyone who uses the Site or any Online Resource; (b) Part B, the Terms of Business (clauses 1 to 28), which apply to the Services we provide; and (c) the Privacy Policy (Schedule 1), which applies to everyone whose personal information we handle.
- A1.3 By using the Site or any Online Resource, you agree to this Part A and the Privacy Policy. If you do not agree, you must not use the Site. If you use the Site on behalf of a business, you confirm you are authorised to bind that business.

A2 Definitions and interpretation

- A2.1 In this document:

Engagement Letter means any engagement letter, proposal, quote, statement of work, fee schedule or other written document (including in electronic form) that we issue and you accept, describing Services and fees.

Online Resource means any form, self-check, diagnostic, survey, calculator, report, download, template, video, newsletter, booking tool or other content or functionality made available through the Site or through a link we provide.

Services means all services, deliverables, advice, information, content, Online Resources, subscriptions, retainers, software, tools and other materials we supply or make available, in any form and by any means, including those described in an Engagement Letter and including the Site.

Terms means this whole document, as updated from time to time under clause A7.

- A2.2 "Including" and "for example" do not limit what comes before them. If any document refers to a clause of these Terms by a number that has since changed, the reference is to the clause that deals with the same subject matter.
- A2.3 If there is any inconsistency: (a) an Engagement Letter prevails to the extent it expressly overrides a provision of these Terms; and (b) otherwise, the Terms of Business and Privacy Policy prevail over this Part A.

A3 Site content and online tools are general information only

- A3.1 Content on the Site is general information only. It does not take into account your circumstances and is not financial, investment, credit, legal, tax, accounting or other professional advice. Using the Site, completing an Online Resource or booking a call does not create a client relationship. That only happens when an Engagement Letter is accepted.
- A3.2 Case studies, examples, figures and outcomes on the Site are illustrative. Where content is described as illustrative, it does not describe an actual client. Statistics and benchmarks may come from public sources or de-identified, aggregated data and may be out of date. Clauses 1 and 3 of the Terms of Business apply to all such content.
- A3.3 Results, scores and reports from an Online Resource are generated wholly or partly by automated systems (which may include artificial intelligence) from information you provide, which we do not verify. They are indicative estimates only and not a substitute for an engagement or professional advice. De-identified results may be used for benchmarking in accordance with clause 10.2 of the Terms of Business.

- A3.4 We may publish a testimonial, review or case study that identifies you or your business with your consent. Testimonials reflect individual experiences, and clause 1.5 of the Terms of Business applies to them.
- A3.5 We may change, suspend or withdraw the Site or any Online Resource at any time. A booked call is not an agreement to provide Services, and we may decline or reschedule it.

A4 Intellectual property and acceptable use

- A4.1 We own, or are licensed to use, all content on the Site and in Online Resources, including text, graphics, videos, logos, frameworks, questions, scoring logic, templates and downloads (Site Content). You may view, download and print Site Content for your own personal or internal business use, keeping any notices intact.
- A4.2 You must not, without our written consent: copy, republish, distribute, sell, adapt, frame, scrape or data-mine Site Content; use it to train or improve any artificial intelligence model; or use it to develop a competing product or service. Clause 9 of the Terms of Business applies to our Marks wherever they appear, including on the Site.
- A4.3 You must not use the Site for any unlawful or misleading purpose, give false information, impersonate anyone, introduce harmful code, interfere with or try to gain unauthorised access to the Site or our systems, use bots or scrapers, or use our forms to send spam. We may block access if we reasonably believe you have done so.

A5 Third-party platforms and availability

- A5.1 Parts of the Site and our Services use third-party platforms (for example, for forms, bookings, payments, electronic signing, video, email and social media such as LinkedIn), which may have their own terms and privacy policies. Links to other websites are for convenience only and are not an endorsement.
- A5.2 To the extent permitted by law, the Site is provided "as is" and "as available". We do not guarantee it will be uninterrupted, error-free or free of viruses, and we are not responsible for the availability, security or conduct of third-party platforms.

A6 Liability for use of the Site

- A6.1 To the maximum extent permitted by law, we are not liable for any loss or damage (including indirect or consequential loss) arising from use of, or reliance on, the Site, Site Content or any Online Resource provided. Where our liability cannot be excluded but can be limited, it is limited, at our option, to supplying the content or service again or paying the cost of having it supplied again.
- A6.2 For Services provided under an Engagement Letter, clause 15 of the Terms of Business applies instead of clause A6.1.

A7 Changes to these Terms

- A7.1 We may update these Terms by publishing a new version on the Site, showing the date it was updated. Changes apply to use of the Site from publication.
- A7.2 For an existing engagement, the version in force when you accepted the Engagement Letter continues to apply unless we both agree in writing to a later version or the change is required by law. Clause 13.2(d) continues to apply to Subscription Services.

A8 N/A.

A9 General protections

- A9.1 Nothing in these Terms excludes, restricts or modifies any right, remedy, guarantee or term implied or imposed by legislation that cannot lawfully be excluded, restricted or modified, including the consumer guarantees in the Australian Consumer Law.
- A9.2 Every exclusion, limitation, release, indemnity, discretion and disclaimer in these Terms applies only to the extent permitted by law, and we will exercise any discretion under these Terms reasonably and in good faith.
- A9.3 If any provision of these Terms (including any provision found to be an unfair contract term) is invalid or unenforceable, it is read down to the extent necessary to make it valid. If it cannot be read down, that provision or part is severed and the rest of these Terms continues to apply.

A9.4 Clauses 26 (Dispute Resolution) and 27 (Applicable Law) of the Terms of Business apply to any dispute about the Site or these Terms. Questions can be sent to info@arthouseadvisory.com.au.

Part B (Terms of Business) and Schedule 1 (Privacy Policy) follow.

Part B: Terms of Business

1 GENERAL DISCLAIMER

- 1.1 We provide the Services on an "as-is" and "as available" basis and whilst every effort is taken to ensure the content provided is accurate, we make no representations and give no guarantees or warranties about the suitability, reliability, availability, timeliness and/or accuracy of the content or information provided by us.
- 1.2 It is your responsibility to independently verify the content and information provided by us.
- 1.3 None of the information or content provided by us is a promise or guarantee of results or future earnings. Any information given (including case studies) is purely based on experience and is for illustrative purposes only. Information provided may not always be tailored specifically for your business.
- 1.4 You acknowledge and agree that we, our employees, affiliates and representatives are not responsible for decisions that you may make, or for any consequences, undesired or otherwise, that may flow from your engagement of the Services.
- 1.5 Any testimonials and examples of our Services, wherever published (online or in print) are not to be taken as a guarantee that you will achieve the same or similar results.
- 1.6 We make no warranty, representation, or guarantee regarding the suitability of our Services for any particular purpose, nor do we assume any liability whatsoever arising out of the application or use of any Services. It is your responsibility to independently determine suitability of any Services and to test and verify the same.
- 1.7 You acknowledge and agree that any results to be attained by you are dependent upon you solely.
- 1.8 Any timelines or delivery dates are provided by us on an estimated basis only. We make no guarantee that these timelines or delivery dates will be met as there may be interfering factors beyond our control, and we are not responsible for any delay in the delivery of our Services.
- 1.9 None of our Services or any of the content or information provided to you by us during our provision of the Services, purports to offer financial, legal, tax or other professional advice. Use caution and always seek professional advice before acting on any information that we provide.
- 1.10 All of our Services are intended for general business consulting. Any template, training module, document, information, guideline, forecast and recommendation made by us in relation to our Services are made on the basis of information that was available to us at the time.
- 1.11 You acknowledge and agree that we aim to teach skills and equip you with tools and templates for your own navigation, implementation, development and use. Before acting on any recommendations and information you receive in connection with our Services you acknowledge and agree to seek such other independent professional advice as required.
- 1.12 You acknowledge that some of our Services are delivered based on instructions and information provided by you and you acknowledge and agree that we are not responsible if those instructions and information contain errors which are incorporated in the materials we deliver to you as part of our Services.

2 INDEPENDENT CONTRACTOR DISCLAIMER

- 2.1 Our relationship with you is that of independent contractors.
- 2.2 Nothing in these Terms creates or is intended to create a partnership, joint venture, agency, fiduciary, employment or other relationship between the parties.
- 2.3 Neither party has authority to bind the other party, incur an obligation on its behalf or represent that it has such authority, except as expressly agreed in writing. Each party is responsible for its own employees, contractors, taxes, statutory obligations and operating costs.

3 FINANCIAL RESULTS AND PROFITABILITY DISCLAIMER

- 3.1 We cannot and do not make any guarantees about your ability to achieve results or earn any money with our content, ideas, information, tools, or strategies. You acknowledge that there is an inherent risk and uncertainty in any business enterprise or activity and agree there is no guarantee that you will achieve results or earn any money as a result of your purchase of our Services.

- 3.2 Any financial representations referenced by us in our courses or during the provision of our Services are illustrative of concepts only and should not be considered as promises for actual or future performance.
- 3.3 We shall not be liable, under any circumstances whatsoever, for any loss of business, profits or goodwill, loss of use or data, interruption of business, or for any indirect, special, incidental or consequential damages of any character, that result in any way from your use or inability to use our Services.
- 3.4 Our Services are advisory only, and the extent of any results to be attained by you is dependent upon you solely.

4 ARTIFICIAL INTELLIGENCE AND AUTOMATED SYSTEMS

- 4.1 We may utilise automated processing tools, machine-learning models, and third-party artificial intelligence systems in performing the Services, delivering software subscriptions, and generating analytical outputs, documentation, and draft deliverables.
- 4.2 You acknowledge that data and documentation supplied by you may be processed and stored in our cloud environment, including our Microsoft administrative infrastructure, and may be transferred to or processed by secure third-party automated tools on servers located outside Australia.
- 4.3 All automated drafts, calculations, and analytical outputs are reviewed, evaluated, and verified by our qualified personnel prior to delivery to you. We maintain professional oversight and responsibility for the final advice, recommendations, and deliverables delivered to you under these Terms.

5 YOUR OBLIGATIONS

- 5.1 During the delivery of our Services, you agree to:
 - (a) respond promptly to our communications in relation to the Services;
 - (b) provide, within a reasonable amount of time, accurate, complete and current information or documentation reasonably required by us to perform the Services; and
 - (c) act in good faith.
- 5.2 When providing our Services, we may request that you provide us with responses, feedback, completed questionnaires, copy content, images and other information so we can best deliver our Services. You agree that you will provide any such information in a timely manner. Any delays in receiving this information may result in delays in the delivery of our Services.

6 PROFESSIONAL ADVISOR

- 6.1 Subject to any restrictions you expressly notify us of in writing, you authorise your Professional Adviser to:
 - (a) act as your agent;
 - (b) communicate with us about the Services; and
 - (c) provide such information and documentation to us as requested by us from time to time.
- 6.2 Subject to any restrictions you expressly notify us of in writing, you authorise us to:
 - (a) liaise with your Professional Adviser for the purposes of us carrying out the Services;
 - (b) accept any documentation, information, advice, requests, directions or instructions from a Professional Adviser;
 - (c) disclose any of your documentation, information, data or particulars to each Professional Adviser; and
 - (d) provide any document or advice forming part of the Services to the Professional Adviser.
- 6.3 You warrant that unless you specifically advise us otherwise, any instructions provided by a Professional Adviser on your behalf are true and correct instructions. You acknowledge that we will carry out the Services on the basis of those instructions, unless you advise us otherwise in writing.
- 6.4 **Definitions**
Professional Adviser means:

- (i) any person agreed with or advised by you in writing as being a Professional Adviser for the purposes of these Terms; and
- (ii) each employee, director, associate, contractor or other nominated representative of a person satisfying (i) above.

7 CONFIDENTIALITY

7.1 Each party (Recipient) must keep secret and confidential and not disclose any Confidential Information (which is or has been disclosed to the recipient by the other party, its representatives or advisers), or these Terms, except:

- (a) where the information is in the public domain as at the date of these Terms (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on the Recipient);
- (b) if the Recipient is required to disclose the information by applicable law or the rules of any other document with statutory content requirements, provided that the Recipient has to the extent practicable having regard to those obligations and the required timing of the disclosure consulted with the provider of the information as to the form and content of the disclosure;
- (c) where the disclosure is expressly permitted under these Terms or is required to give effect to these Terms;
- (d) if disclosure is made to its personnel to the extent necessary to enable the Recipient to properly perform its obligations under these Terms or to conduct their business generally, in which case the Recipient must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;
- (e) to our legal advisers, accountants, auditors, insurers, insurance brokers, financiers and other professional advisers who need to know the Confidential Information for the purpose of advising or providing Services to you;
- (f) where the disclosure is required for use in legal proceedings regarding these Terms; or
- (g) if the party to whom the information relates has consented in writing before the disclosure.

7.2 Each Recipient must ensure that its personnel comply in all respects with the Recipient's obligations under this clause.

7.3 Definitions

Confidential Information of a party means all information (in any form):

- (i) relating to or arising from the Services;
- (ii) that concerns that party's business operations and which any reasonable person would consider to be of a confidential nature (such as trade secrets, methods, strategies, templates, client lists, pricing, and other business processes); and
- (iii) includes these Terms,

but does not include information that:

- (iv) is or becomes independently developed or known by a party through no breach of these Terms by that party; or
- (v) becomes publicly available, without breach of these Terms.

7.4 This clause survives termination or expiry of these Terms.

8 INTELLECTUAL PROPERTY AND MORAL RIGHTS

8.1 Intellectual Property Rights in Contract Materials and Existing Materials

You agree that:

- (a) we own all rights in and to the Contract Materials, as defined below, including any Intellectual Property Rights which subsist in the Contract Materials or which may be obtained from the Contract Materials created from the date you engage our Services; and
- (b) we retain ownership over the Existing Materials, as defined below, and you acknowledge that you do not acquire any ownership rights by using the Existing Materials.

8.2 Subject to payment of all applicable fees per clause 13 of these Terms, we grant you a non-exclusive, non-transferable, revocable licence to use the Contract Materials for your internal business purposes. You do not acquire any ownership interest in our Contract Materials or Existing Materials.

8.3 We reserve the right to freely assign, transfer, license, or novate our rights, title, and interest in all Contract Materials developed during or in connection with the engagement to any entity or third-party purchaser in connection with any sale, restructuring, divestment, or commercial transfer of our business, assets, or software platforms, without requiring your further consent.

8.4 **Moral Rights**

- (a) To the extent permitted by applicable law, we unconditionally and irrevocably:
- (i) do not consent to the following acts or omissions in respect of all Contract Materials created by us in the course of providing the Services:
 - (A) any use of the Contract Materials that does not identify us as the author;
 - (B) falsely attributing the authorship of the Contract Materials or any content of the Contract materials to you;
 - (C) materially altering the style, format, colours, content or layout of the Contract Materials and dealing in any way with the altered Contract Materials;
 - (ii) reproducing, communicating, adapting, publishing or exhibiting the Contract Materials; or
 - (A) adding any additional content or information to the Contract Materials; and
 - (ii) waive all of our Moral Rights in the Contract Materials.

8.5 **Definitions**

Contract Materials means materials, including but not limited to, works, ideas, concepts, documents, designs, templates, financial models, algorithms, methods, software architecture, and analytical tooling, inventions, developments, improvements, systems, accounts created for you or other materials or information created, made or discovered by us:

- (a) in the course of providing our Services; and/or
- (b) as a result of using your resources (including the Confidential Information and Intellectual Property Rights). Contract Materials do not include our work methodologies, reports, sources, third party websites and the links contained therein, licensed software, programs, accounts belonging to us or created for other clients, licences to third party service providers, which we may provide to you from time to time in relation to our Services.

Existing Materials means materials, including, but not limited to, our works, work methodology, reports, ideas, concepts, designs, inventions, developments, improvements, licences to third party service providers, licensed software, accounts belonging to us or created for other clients, systems, other materials, information, sources, programs, accounts, created, made or discovered by us prior to providing our Services to you or outside the scope of our Services that we use or supply in the course of the provision of our Services.

Intellectual Property Rights means all present and future rights conferred by applicable law in or in relation to copyright, trade marks, designs, circuit layouts, plant varieties, business and domain names, inventions and confidential information and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields whether or not registrable, registered or patentable. These rights include:

- (a) all rights in all applications to register these rights;
- (b) all renewals and extensions of these rights; and
- (c) all rights in the nature of these rights, such as Moral Rights.

Moral Rights means:

- (a) rights of integrity of authorship or performership;
- (b) rights of attribution of authorship or performership;
- (c) rights not to have authorship or performership falsely attributed;
- (d) conferred by the Copyright Act 1968 (Cth); and

- (e) rights of a similar nature that exist, or may come to exist, anywhere in the world.
termination or expiry of these Terms.

This clause 8 survives termination or expiry of these Terms.

9 TRADE MARK NOTICES

- 9.1 The trade marks, logos, and service marks displayed on any documents we provide you to denote our brand are either registered or unregistered trade marks of ours (our Marks). Our Marks, whether registered or unregistered, may not be used in connection with any product or service that does not belong to us, in any manner that is likely to cause confusion with customers, or in any manner that disparages us.
- 9.2 Nothing concerning the provision of our Services should be construed as granting, by implication, estoppel or otherwise, any licence or right to use any of our Marks without our express written permission.
- 9.3 You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that we will be entitled to seek injunctive relief if such steps are necessary to prevent violations of our intellectual property rights.
- 9.4 This clause survives termination of these Terms.

10 DATA UTILISATION AND REPORTING

- 10.1 You grant us a perpetual, irrevocable, royalty-free, transferable, and assignable licence to extract, retain, compile, and aggregate de-identified financial information, operating ratios, quotes, and performance metrics derived from materials or data provided by you during the engagement or through any software application.
- 10.2 We may use, manipulate, and publish such aggregated, de-identified metrics for purposes including, but not limited to, internal research, algorithmic improvement, predictive modelling, marketing materials, industry benchmarking, the development of software and the creation of published regional economic or industry reports, provided always that:
 - (a) all identifying details, company names, trade names, and individual characteristics are permanently removed; and
 - (b) the data is presented solely in an aggregated or anonymised form that does not allow you or your business to be identified, directly or indirectly.
- 10.3 You may opt out of the data collection and benchmarking activities described in this clause by providing written notice to us at info@arthouseadvisory.com.au upon signing the Engagement Letter or prior to the commencement of the Services. You acknowledge that opting out of data aggregation and benchmarking may limit our capacity to provide comparative performance metrics, industry ratios, or automated analytical reporting as part of the Services.
- 10.4 Any information regarding the collection and storage of personal information can be found in our Privacy Policy at Schedule 1 of these Terms.

11 RIGHT TO SUSPEND, TERMINATE AND REFUND

- 11.1 We reserve the right to suspend or terminate your use of our Services generally if you breach these terms, as determined by us in our sole discretion.
- 11.2 Either party may terminate your use of our Services by providing to the other party a minimum of 45 days' written notice (Notice Period). In this case, you may:
 - (a) retain our Services during the notice period; or
 - (b) not retain our Services for some or all of the notice period, and make a payment in lieu of notice for the part of the notice period for which our Services are not retained.
- 11.3 We may terminate the Services and any Engagement Letter immediately by written notice to you if you:
 - (a) are, or are presumed to be, insolvent or unable to pay your debts as and when they fall due;
 - (b) enter into, or propose, any arrangement, compromise or composition with your creditors;

- (c) have a receiver, receiver and manager, administrator, controller, liquidator, provisional liquidator, trustee in bankruptcy or similar person appointed over you or any material part of your assets;
 - (d) are subject to an application, resolution or order for your winding up, deregistration or bankruptcy; or
 - (e) cease, suspend or threaten to cease or suspend carrying on all or a material part of your business.
- 11.4 Termination under this clause does not affect any accrued rights or obligations, including our right to recover amounts due for Services performed up to the termination date.
- 11.5 If you terminate our Services early (prior to your Services being completed), you acknowledge and agree that the outstanding fees for those Services are payable. We will issue an invoice for all work completed up to the end of the Notice Period.
- 11.6 Refunds are not provided for our Services, other than in accordance with the Australian Consumer Law, as set out in Schedule 2 to the Australian Competition and Consumer Act 2010 (Cth).
- 11.7 Any initial deposits paid to us for the provision of Services to you are non-refundable.
- 11.8 Final payments are non-refundable after the completion of our Services.
- 11.9 Any refund requests will be assessed on a case-by-case basis, in accordance with the costs associated with each Service delivered by us, or otherwise where we determine in our sole discretion that genuine value has not been received or is not able to be received by you.

12 NON-EXCLUSIVITY

- 12.1 You acknowledge and agree that we may at all and any time provide our Services to other clients in the same or similar industry as you.
- 12.2 We do not provide our Services on an exclusive basis.
- 12.3 We will however endeavour to protect the confidential information you provide us and in accordance with our Privacy Policy at Schedule 1 of these Terms.

13 FEES, BILLING AND RETAINERS

- 13.1 We may offer ongoing advisory or integration support under a written recurring retainer arrangement at our discretion. Retainer fees are invoiced monthly in advance. Unused advisory hours or support allocations do not accrue, roll over to later billing periods, or qualify for a refund.
- 13.2 **Subscription Services**
- (a) Where specified in the Engagement Letter, Services may be provided on an ongoing subscription basis (Subscription Services).
 - (b) Subscription fees will be charged monthly or annually in advance, as specified in the Engagement Letter, and will automatically renew for successive periods of the same duration unless terminated in accordance with these Terms.
 - (c) Subscription fees are non-refundable except as required by law.
 - (d) We may suspend the Subscription Services if any fee remains unpaid and may vary the fees or inclusions by giving at least 30 days' written notice.
- 13.3 All Fees for our Services are in Australian Dollars (AUD).
- 13.4 All Fees are exclusive of GST (if applicable) unless indicated otherwise, and exclude delivery charges and customs duty and other taxes, if applicable.

14 PAYMENTS

- 14.1 If you fail to pay our fees when due, as indicated on the invoice, you acknowledge that we reserve the right to suspend or terminate the delivery of our Services. We will not be liable for any loss suffered by you as a result of such suspension or termination.
- 14.2 We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.
- 14.3 You must pay us all fees and other amounts without set-off or claim under any circumstances, including if a dispute exists in relation to the Services provided.

- 14.4 We reserve the right to apply interest at the general interest charge applied by the Australian Tax Office to all tax invoices that are more than 30 days overdue.
- 14.5 Where payments remain outstanding for more than 30 days, we reserve the right to assign any debits payable to us to a third party without consultation with you.

15 LIABILITY IS LIMITED

- 15.1 We provide the Services on an "as is" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by applicable law. Subject to the other terms of this clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the Services that are not expressly set out in these Terms to the maximum extent permitted by applicable law.
- 15.2 Without limiting the generality of clause 15.1, we expressly exclude any liability in contract, tort or otherwise for any injury, damage, loss, delay or inconvenience caused directly or indirectly by your use of our Services.
- 15.3 We shall have no liability whatsoever for any loss, damage, expense, claim, or liability incurred or suffered by you or any third party to the extent that such loss arises out of or results from:
- (a) any commercial, financial, operational, or strategic decisions made by you;
 - (b) your failure or refusal to follow our recommendations, reports, or advice;
 - (c) your implementation of any process, transaction, system, or operational change outside the scope of, or inconsistent with, our written advisory guidance; or
 - (d) inaccurate, incomplete, or delayed data, assumptions, or information provided by you or your representatives.
- 15.4 Subject to the other terms of this clause, our maximum aggregate liability owed to you for any loss or damage or injury arising out of or in connection with the supply of our Services under these Terms, including any breach by us of these Terms however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the aggregate of the total fees actually paid by you.
- 15.5 The disclaimers, limitations of liability and indemnities within these Terms do not exclude rights that may not be excluded by law, including but not limited to, those rights under the Australian Consumer Law.
- 15.6 If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law that cannot be excluded, our total liability to you for that failure is limited to, at our option, the resupply of the Services or the payment of the cost of resupply.
- 15.7 Subject to the other terms of this clause, we exclude any liability owed to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any loss of profits, loss of sales or business, loss of production, loss of agreements, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill or reputation or loss of use or corruption of data or information.
- 15.8 This clause applies to the fullest extent permitted by applicable laws and shall survive termination of these Terms.

16 INDEMNITY

- 16.1 You agree to indemnify us and our officers, agents, partners, directors, shareholders and employees and subcontractors, against any direct losses, liabilities, costs, charges or expenses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with:
- (a) your use of our Services;
 - (b) any claim made against us or you by a third party arising out of or in connection with the provision of our Services and/or these Terms;
 - (c) any breach of these Terms by you, including any failure to pay any fees on time;
 - (d) any reliance by you or a third party on our Services or any advice or information provided in connection with the provision of our Services and/or these Terms; and

- (e) the enforcement of these Terms.
- 16.2 You must make payments under this clause in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by applicable laws.
- 16.3 We are not responsible, and expressly limit our liability to the extent permitted by law, which is without limitation to your rights under the Australian Consumer Law, for damages of any kind arising out of use, reference to, or reliance or use on any information provided during the provision of our Services.
- 16.4 This clause survives the termination of these Terms.

17 NO DISPARAGEMENT

- 17.1 At all times, you must not make any public or private statement or comment, whether oral or in writing, which in our reasonable opinion is adverse to the interest, reputation or commercial standing of or is in any respect a disparaging remark or representation about us and/or any of our Services nor any statement that is false and does or has the tendency to damage our reputation by any method including but not limited to any social media platform or review website anywhere in the world.
- 17.2 Should you breach this clause, you hereby indemnify us in accordance with clause 16 above.

18 FORCE MAJEURE

- 18.1 We will not be in breach of these Terms or liable to you for any Loss as a direct result of our failing or being prevented, hindered or delayed in the performance of our obligations under these Terms where such prevention, hindrance or delay results from a Force Majeure Event.
- 18.2 If a Force Majeure Event occurs, we will notify you in writing as soon as practicable and that notice must state the particulars of the Force Majeure Event and the anticipated delay.
- 18.3 On providing the notice in the above clause, we will have the time for performance of the affected obligations extended for a period equivalent to the period during which performance has been delayed, hindered or prevented, however, we will continue to use all reasonable endeavours to perform those obligations.
- 18.4 The performance of the affected obligations will be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.
- 18.5 References to a Force Majeure Event in this clause means: events, circumstances or causes beyond a party's reasonable control including (but not limited to):
 - (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, cyber-attack, service attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence or other natural disaster;
 - (d) epidemic, pandemic, health emergencies, disease;
 - (e) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (f) interruption or failure of utility services (including the inability to use public, private telecommunications networks, servers or third party hosting platforms); and
 - (g) the acts, decrees, legislation, regulations or restrictions of any government agency; however, does not include a lack of funds.
- 18.6 References to Loss in this clause means: any loss, liability, cost, charge, expense, tax, duty or damage of any nature whatsoever, including special, incidental, or consequential damages, losses or expenses (howsoever arising or caused, including, without limitation, negligence).

19 NOTICES

- 19.1 A notice under these Terms must be in writing and delivered personally, sent by prepaid post or emailed to the recipient's address specified in the Engagement Letter, or any replacement address notified in writing.
- 19.2 A notice is deemed received:
 - (a) if delivered personally, when delivered;

- (b) if sent by prepaid post within Australia, three business days after posting; and
- (c) if sent by email, when the sender's system records successful transmission, unless the sender receives an automated delivery-failure notice.

19.3 A notice received after 5.00 pm or on a day that is not a business day is deemed received at 9.00 am on the next business day at the recipient's location.

20 SEVERABILITY

20.1 If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

21 NO ASSIGNMENT

- 21.1 You cannot transfer or assign your rights in accordance with these Terms, including any membership or registration with us, without our prior written consent.
- 21.2 We may assign or transfer our rights and obligations under these Terms at any time, upon prior written notice to you of at least 4 calendar weeks.

22 SUB-CONTRACTING

22.1 We are free to sub-contract any of our obligations under these Terms, but such sub- contracting will not release us from our liabilities under these Terms.

23 COUNTERPARTS AND ELECTRONIC SIGNING

- 23.1 Any agreements to be executed may be executed in any number of counterparts, each of which is deemed an original and all of which together constitute one instrument.
- 23.2 A party may execute and exchange an agreement electronically, including by electronic signature or by exchanging an electronic copy of a signed counterpart. Each party consents to electronic execution and agrees that an electronic signature has the same effect as a handwritten signature.

24 BINDING ON SUCCESSORS

24.1 These Terms shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

25 WAIVER

- 25.1 A waiver of any right, power or remedy under these Terms is effective only if given in writing and signed by the party granting it.
- 25.2 A failure or delay in exercising a right, power or remedy does not operate as a waiver.
- 25.3 A waiver applies only to the specific instance for which it is given and does not constitute a continuing waiver or a waiver of any subsequent breach.

26 DISPUTE RESOLUTION

- 26.1 If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause.
- 26.2 Any party claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.
- 26.3 In the case of claims against us, all notices are to be provided to patrick@arthouseadvisory.com.au.
- 26.4 If the dispute is not resolved by agreement within 10 business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further 10 business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.
- 26.5 Once a mediator is appointed, the parties agree that:
 - (a) The costs of the mediator shall be borne equally between the disputing parties.
 - (b) The chosen mediator shall determine the procedures for mediation.

- (c) The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
- 26.6 If the parties have not mediated a resolution of the dispute within 10 business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.
- 26.7 Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.
- 26.8 Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.
- 26.9 This clause survives termination of these Terms.

27 APPLICABLE LAW

- 27.1 These Terms shall be construed in accordance with and governed by the laws of New South Wales, Australia. You consent to the exclusive jurisdiction of the courts in New South Wales, Australia to determine any matter or dispute which arises between us.

28 YOUR FEEDBACK

- 28.1 We welcome enquiries or feedback. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential. Please see our Privacy Policy at Schedule 1 below for further details.
- 28.2 If you have questions or comments regarding our Services, please email us at info@arthouseadvisory.com.au.

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Schedule 1: Privacy Policy

1 Introduction

- 1.1 Arthouse Ventures Pty Ltd (ACN 702 290 506) trading as Arthouse Advisory (we, us, our) recognises the importance of protecting the privacy and the rights of individuals in relation to their personal information.
- 1.2 This Privacy Policy sets out our commitment to protecting the privacy of your personal information and how it is collected whether through our website (Site), directly from you, or otherwise.
- 1.3 We respect your rights to privacy under the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles, and we manage the collection and disclosure of your personal information in accordance with these requirements.
- 1.4 If you do not wish to provide personal information to us, then you do not have to do so. However, this may affect your use of our Services.

2 What is your personal information?

- 2.1 When used in this Privacy Policy, the term “personal information” has the meaning given to it under the Privacy Act.
- 2.2 In general terms, it is any information that can be used to personally identify you. This may include your name, address, telephone number, email address and profession or occupation.
- 2.3 If the information we collect personally identifies you, or you are reasonably identifiable from it, the information will be considered personal information.
- 2.4 We may also collect some information that is not personal information because it does not identify you or anyone else. For example, we may anonymise data collected for internal research, algorithmic improvement, predictive modelling, industry benchmarking, and the creation of published regional economic or industry reports, in accordance with clause 10.2 of the Terms above.
- 2.5 Your personal information will not be shared, sold, rented or disclosed other than as described in this Privacy Policy.

3 What information we may collect from you

- 3.1 We may collect the following personal information from you:
 - a. names;
 - b. email address;
 - c. telephone number;
 - d. date of birth;
 - e. geographic location;
 - f. business management information;
 - g. business performance metrics;
 - h. financial information;
 - i. financial reports;
 - j. standard operating procedures;
 - k. business, financial or operating documents and interviews;
 - l. billing, mailing, business and/or residential address;
 - m. business or company numbers and names;
 - n. website and social media information;
 - o. various forms of identification;
 - p. profession or occupation;
 - q. primary language spoken;
 - r. assessment results and feedback;

- s. feedback and testimonials;
 - t. referral information; and
 - u. associated research information, including your IP addresses and certain device information (for example, device type, OS version and browser version).
- 3.2 We collect personal information about you so that we can perform our business activities and functions and provide the best possible quality of our Services. We collect, hold, use and disclose your personal information for the following purposes:
- 3.3 We do not intend to collect sensitive information (as defined in the Privacy Act). If we need to, we will only do so with your consent or where permitted by law. If you give us sensitive information we have not asked for, we may de-identify or destroy it.
- a. to provide our Services to you;
 - b. to allow us to conduct our business functions;
 - c. to conduct internal record keeping;
 - d. to identify and understand user needs;
 - e. to enable us to process your personal data;
 - f. to personalise and customise your experiences on our Site;
 - g. to send communications requested by you;
 - h. to answer enquiries and provide information or advice about existing and new services;
 - i. to conduct market research, business development and marketing activities (including direct marketing);
 - j. to send you promotional information about our Services and about third parties that we think you may find interesting;
 - k. to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority;
 - l. to contact you;
 - m. to book appointments;
 - n. for our internal administrative, marketing and planning requirements;
 - o. to confirm and reschedule appointments;
 - p. to create and manage personalised consulting plans; and
 - q. to provide reports, results and feedback to you where appropriate.

4 How do we collect your personal information?

- 4.1 We collect your personal information directly from you and through our Site, unless it is unreasonable or impracticable to do so. When collecting personal information from you, we may collect in ways including:
- a. when you make an enquiry about our services;
 - b. when you become a client or customer of ours or otherwise use our Services;
 - c. through your access and use of our Site;
 - d. during conversations between you and our representatives or through any other means or platforms, including social media;
 - e. when you ask to be placed on one of our subscription/mailling lists;
 - f. when you use or access our social media pages, which may be collected through use of web analytics tools, 'cookies' or other similar tracking technologies that allow us to track and analyse your services usage;
 - g. when you visit any links shared via our social media posts, emails or other landing pages;
 - h. during any and all calls between you and our representatives. These calls may be recorded for training, quality and business purposes;
 - i. via face to face interviews;

- j. via online and telephone surveys;
- k. via online assessment; and
- l. via third-party service providers or referral partners who will have obtained your consent to disclose this information to us for the purposes of our Services.

5 Call recordings and transcripts

- 4.2 When you complete an online form, self-check or survey, the information you enter may be recorded as you go, including if you do not finish or submit it. We may use that information to respond to your enquiry, and you can ask us to delete it at any time.
- 5.1 We may record telephone, video or online calls, including interviews, for the purposes of providing and administering the Services. Before recording begins, we will notify you and obtain your consent.
- 5.2 Recordings may be transcribed. We may collect, store, use and disclose the recording and transcript to conduct interviews, maintain records, review information provided by you, prepare reports and other deliverables, and otherwise provide the Services.
- 5.3 Any recordings and transcripts made are subject to confidentiality and legal privilege and will be stored on our system together with any correspondence and documents with you.
- 5.4 Provision of any recordings or transcripts to you is at our complete discretion. Additional fees may apply should we agree to provide you with any transcripts or recordings. Those fees will need to be paid prior to the release of any of them. Any recordings or transcripts may also be retained for a period of time at which point they will be permanently deleted.
- 5.5 If you do not wish to be recorded, please let us know before the recording begins. We will not record the call and, where reasonably practicable, will offer an alternative way to participate.

6 Payment

- 6.1 Payments made for our Services are processed by Xero Limited (Xero), an independent third-party payment service provider. We do not process, store, or control your payment card details except as necessary to facilitate transactions through Xero.
- 6.2 By purchasing a subscription, you acknowledge and agree that payment processing services are provided by Xero and are subject to Xero's own terms, conditions, and privacy practices. You are responsible for reviewing and understanding Xero's terms of service and privacy policy, including any rights, obligations, and protections that may apply to you in connection with payment transactions.
- 6.3 To the fullest extent permitted by law, we are not responsible or liable for any acts, omissions, errors, interruptions, delays, security incidents, payment failures, chargebacks, disputes, data handling practices, or other matters arising from or related to Xero's services. Any issues relating to payment processing may need to be addressed directly with Xero in accordance with its applicable terms and policies.
- 6.4 Your use of Xero's payment services constitutes your acceptance of any applicable Xero terms and policies, as amended from time to time.

7 What happens if we can't collect your personal information?

- 7.1 If you do not provide us with the personal information described in clause 3.1 above, some or all of the following may happen:
 - a. we may not be able to provide our Services to you, either to the same standard or at all;
 - b. we may not be able to provide you with information about our Services that you may want; or
 - c. we may be unable to tailor the content of our Services to your preferences, and your experience of our Services may not be as enjoyable or useful.

8 Our Site

Site User Tracking Experience

- 8.1 We may use tracking software to review and improve your experience of our Site, surveys and landing pages.

- 8.2 When visiting our Site, the site server makes a record of the visit and logs the following information for statistical and administrative purposes:
- a. the user's server address – to consider the users who use the site regularly and tailor the site to their interests and requirements;
 - b. the date and time of the visit to the site – this is important for identifying the Site's busy times and ensuring maintenance on the site is conducted outside these periods;
 - c. pages accessed and documents downloaded – this indicates to us which pages or documents are most important to users and also helps identify important information that may be difficult to find;
 - d. duration of the visit – this indicates to us how interesting and informative our site is to users;
 - e. the type of browser used – this is important for browser specific coding; and
 - f. in order to optimise our Site and better understand its usage, we collect the visiting domain name or IP address, computer operating system, browser type and screen resolution.
- 8.3 We may use analytics and advertising tools, such as Google Analytics and the LinkedIn Insight Tag, to understand how our Site is used, measure the performance of our marketing and show relevant advertising (including on LinkedIn) to people who have visited our Site.
- 8.4 Google Analytics collects data about our Site traffic using cookies and anonymous identifiers. Data collected via Google products is not linked with any personally identifiable information you submit while on our Site. If you wish to opt out of Google Analytics data collection, you may do so at tools.google.com/dlpage/gaoptout.
- 8.4A The LinkedIn Insight Tag is code on our Site that allows LinkedIn to collect information about visits to our Site (such as the page URL, referring page, IP address, device and browser characteristics and time of visit). LinkedIn provides us with aggregated reports about our website audience and advertising performance, and we do not receive information from LinkedIn that identifies individual visitors. If you are a LinkedIn member, you can control how LinkedIn uses this information for advertising in your LinkedIn settings (linkedin.com/psettings/advertising). LinkedIn's handling of this information is governed by LinkedIn's own privacy policy.

Cookies

- 8.5 When you access our Site, we may send a "cookie" (which is a small summary file containing a unique ID number) to your computer. This enables us to recognise your computer and greet you each time you visit our Site without bothering you with a request to register. It also enables us to keep track of services you view so that, if you consent, we can send you news about those services.
- 8.6 We also use cookies to measure traffic patterns, to determine which areas of our Site have been visited and to measure transaction patterns in the aggregate.
- 8.7 We use this to research our users' habits so that we can improve our Services. If you do not wish to receive cookies, you can set your browser so that your computer does not accept them. We may log IP addresses (that is, the electronic addresses of computers connected to the Internet) to analyse trends, administer the Site, track users' movements, and gather broad demographic information.
- 8.8 The Site may contain content and sharing tools embedded from various social networks and video platforms (such as LinkedIn, YouTube or Vimeo). These suppliers may use and place cookies on your device. We do not have access to, and cannot control, these cookies or the personal data and information that they may collect. You therefore need to check the websites of these suppliers to get further information on how they manage cookies and what information their cookies collect.

Security

- 8.9 As our Site is linked to the Internet, and the Internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us online.
- 8.10 We also cannot guarantee that the information you supply will not be intercepted while being transmitted over the Internet. Accordingly, any personal information or other information which you transmit to us online is transmitted at your own risk.

Links

- 8.11 We provide links to websites outside of our Site, as well as to third party websites. These linked sites are not under our control, and we cannot accept responsibility for the conduct of any companies, businesses, affiliates, advertisers and sponsors, linked to our Site.
- 8.12 Before disclosing your personal information on any other website or to any third party, we advise you to examine the terms and conditions of using that website and its privacy policy. Third party websites are responsible for informing you about their own privacy practices.

9 Automated decision-making

- 9.1 You acknowledge and agree that we may collect, hold, use, and process personal information using automated systems, technologies, and algorithms (including artificial intelligence tools) to make, or substantially facilitate the making of, decisions that affect you in connection with the provision and administration of our Services.
- 9.2 The kinds of decisions made, assisted, or facilitated by automated systems include:
- a. evaluating business data, responses, and materials submitted by you to generate tailored recommendations, forecasts, and strategic plans;
 - b. assessing eligibility, suitability, and priority for specific Service modules or advisory programs; and
 - c. managing account administration, scheduling, workflow routing, and communication delivery.
- 9.3 Where an automated system is utilised to make or assist in making a decision that has a significant effect on your rights, access to Services, or commercial interests, any results produced are reviewed by an authorised representative of ours.
- 9.4 All handling of personal information in connection with automated decision-making will be conducted in accordance with this Privacy Policy and applicable privacy standards.
- 9.5 If you have questions regarding an automated assessment, want to understand the criteria applied to your diagnostic results, or want to request a human review of an automated report or decision, you may contact our privacy officer at info@arthouseadvisory.com.au. Our team will review your request and provide a written explanation or arrange for a manual reassessment where appropriate.
- 9.6 We use third-party artificial intelligence services (such as Anthropic's Claude) to help prepare analysis and documents, and personal information may be processed by those services in accordance with this Privacy Policy. Where the option is available, we use business-grade settings under which providers do not use our data to train their models.

10 Who do we disclose your information to?

- 10.1 We may disclose your personal information to:
- a. our directors, employees, agents, contractors or service providers, including, without limitation, consultants, web hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers, electronic network administrators, debt collectors, and professional advisors such as accountants, solicitors, business advisors, for the purposes of operating our Site or our business, fulfilling requests by you, and to otherwise provide Services to you;
 - b. contractors, suppliers and other third parties with whom we have commercial relationships, for business, marketing, and related purposes, which may include overseas parties (provided that such parties are bound by confidentiality and use the information solely on our behalf);
 - c. credit reporting agencies and courts, tribunals, regulatory authorities, and other law enforcement officers as required by law, where customers fail to pay for goods or services provided by us to them; and
 - d. any other organisation for any authorised purpose with your express consent.
- 10.2 We only disclose this information if the third party has agreed to comply with the standards in our Privacy Policy.
- 10.3 If there is any change or potential change to the control of our business pursuant to the sale, assignment or transfer of the business, or business assets, its assets and/or liabilities, we reserve the right to sell, assign and/or transfer our user databases, together with any personal information

and non-personal information contained in those databases to the extent permitted by law. In that event, your personal information may be disclosed to a potential purchaser, assignee or transferee, however any disclosures will only be made in good faith and where confidentiality is maintained.

- 10.4 The types of service providers we use include: Microsoft 365 (email, documents and file storage); our website and online form providers (such as Typeform); scheduling (Calendly); client relationship management (monday.com); workflow automation (Make); electronic signing (DocuSign); accounting and payments (Xero); design (Canva); and artificial intelligence services (such as Anthropic's Claude). These may change from time to time.
- 10.5 Some of our service providers store or process information outside Australia. We are likely to disclose personal information to recipients located in the United States, New Zealand, the United Kingdom and member countries of the European Union, and may disclose it to other countries where our service providers' servers are located. We take reasonable steps to ensure overseas recipients handle personal information consistently with the Australian Privacy Principles.
- 10.6 If you were introduced to us by a referral partner, we may tell that partner whether you became a client and the fees you have paid to the extent needed to calculate any referral fee owed to them. We will not share the content of our work for you with a referral partner without your consent.

11 Employee and team member information

- 11.1 Where you engage us to provide our Services to you, your team members, employees, contractors, or other personnel (Personnel), you are solely responsible for ensuring that you have obtained all necessary consents, authorisations and legal rights to collect, use, disclose and provide any personal information relating to your Personnel to us in connection with the Services.
- 11.2 You warrant that any personal information provided to us has been collected and disclosed in accordance with all applicable privacy, data protection and employment laws and that you have provided all required privacy notices to your Personnel.
- 11.3 Where, as part of our Services, any results, reports, feedback, outcomes or other information relating to Personnel are disclosed or made available to you, you are solely responsible for ensuring that you have obtained all necessary consents, authorisations and legal rights from the relevant Personnel for that disclosure and use.
- 11.4 You acknowledge and agree that you are solely responsible for the privacy, security and handling of personal information within your own systems, processes and communications.
- 11.5 We will not be liable for any claim, loss, damage, cost, expense or liability arising from your disclosure, misuse, mishandling or failure to adequately protect the personal information of your Personnel.
- 11.6 Nothing in this clause limits or excludes any responsibility we may have under applicable privacy or data protection laws in respect of personal information that is collected, held, used or disclosed by us.

12 Direct marketing materials

- 12.1 We may send you direct marketing communications and information about our Services that we consider may be of interest to you. These communications may be sent in various forms, including mail, SMS, email, LinkedIn messages and other electronic messages, in accordance with applicable marketing laws, such as the Spam Act 2003 (Cth).
- 12.2 If you indicate a preference for a method of communication, we will endeavour to use that method whenever practical to do so.
- 12.3 In addition, at any time you may opt-out of receiving marketing communications from us by contacting us (see the details at clause 16.3 below) or by using opt-out facilities provided in the marketing communications and we will then ensure that your name is removed from our subscription/mailling list.
- 12.4 We do not sell personal information. We will only disclose your personal information to a third party for that third party's own direct marketing with your consent.

13 Security and data quality

- 13.1 We take reasonable steps to ensure your personal information is protected from misuse and loss and from unauthorised access, modification or disclosure.

- 13.2 We strive to ensure the security, integrity and privacy of personal information that you submit to us through our Site. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure.
- 13.3 We endeavour to take all reasonable steps to protect the personal information you may transmit to us. Once we do receive your transmission, we will also make our best efforts to ensure its security on our systems.
- 13.4 In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us.
- 13.5 We may hold your information in either electronic or hard copy form. Personal information is destroyed or de-identified when no longer needed or when we are no longer required by law to retain it (whichever is the latter).
- 13.6 Should a data breach involving personal information occur:
- a. We will take positive steps to address the breach in a timely manner and take remedial action such that the data breach does not result in serious harm.
 - b. We will undertake reasonable and expeditious assessment to determine if it is an 'eligible data breach', that is a breach likely to result in serious harm to any individual affected.
- 13.7 In compliance with Privacy Amendment (Notifiable Data Breaches) Act 2017 (Cth), we agree that if we become aware of reasonable grounds to believe an eligible data breach has occurred, we will promptly notify the Office of the Australian Information Commissioner, and the affected individuals at likely risk of serious harm.

14 How long do we retain your personal data?

- 14.1 We will only keep your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.
- 14.2 To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.
- 14.3 By law, we must keep basic information about our customers (including contact, identity, financial and transaction data) for five years for Australian tax law purposes.
- 14.4 In some circumstances, you can ask us to delete your data. See your legal rights in clause 16 below for further information.
- 14.5 In some circumstances we may anonymise your personal information (so that it can no longer be associated with you) for purposes including, but not limited to, research, predictive modelling, software development, or statistical purposes, in which case we may use this information indefinitely without further notice to you. See clause 10.2 of the Terms for more information about how we may use your anonymised personal information.

15 How can you access and correct your personal information?

- 15.1 You may request access to any personal information we hold about you at any time by contacting us (see the details below).
- 15.2 Where we hold information that you are entitled to access, we will try to provide you with suitable means of accessing it (for example, by mailing or emailing it to you).
- 15.3 We may charge you a reasonable fee to cover our administrative and other reasonable costs in providing the information to you.
- 15.4 We will not charge for simply making the request and will not charge for making any corrections to your personal information.
- 15.5 There may be instances where we cannot grant you access to the personal information we hold. For example, we may need to refuse access if granting access would interfere with the privacy of others or if it would result in a breach of confidentiality. If that happens, we will give you written reasons for any refusal.
- 15.6 If you believe that personal information we hold about you is incorrect, incomplete or inaccurate, then you may request us to amend it. We will consider if the information requires correction. If we

do not agree that there are grounds for correction, then we will add a note to the personal information stating that you disagree with it.

16 How can you withdraw your consent to this Privacy Policy?

- 16.1 You may withdraw your consent to this Privacy Policy at any point. If you wish to withdraw your consent to our collection and retention of your data, please contact us at info@arthouseadvisory.com.au and we can arrange for your data to be deleted, destroyed or returned to the extent we are permitted by law. However, this may affect your use of our Services.
- 16.2 You may choose to restrict the collection or use of your personal information. If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by contacting us at the email address listed in this Privacy Policy.
- 16.3 To unsubscribe from our e-mail database, or opt out of any communications, please contact us at info@arthouseadvisory.com.au, with "Unsubscribe" in the subject line of the e-mail.

17 What is the process for complaining about a breach of privacy?

- 17.1 If you believe that your privacy has been breached, please contact us at info@arthouseadvisory.com.au, and provide details of the incident so that we can investigate it.
- 17.2 We will treat your complaint confidentially, investigate your complaint and aim to ensure that we contact you and your complaint is resolved within a reasonable time (and in any event within the time required by the Privacy Act).
- 17.3 If you are not satisfied with our response within 30 days, you may complain to the Office of the Australian Information Commissioner (OAIC) at www.oaic.gov.au or on 1300 363 992.

18 Contacting us

- 18.1 If you have any questions about this Privacy Policy, any concerns or a complaint regarding the treatment of your privacy or a possible breach of your privacy, please contact us at info@arthouseadvisory.com.au, or write to: Privacy Officer, Arthouse Advisory, Level 5, 100 Market Street, Sydney NSW 2000.
- 18.2 We will treat your requests or complaints confidentially.
- 18.3 Our representative will contact you within a reasonable time after receipt of your complaint to discuss your concerns and outline options regarding how they may be resolved.
- 18.4 We will aim to ensure that your complaint is resolved in a timely and appropriate manner.

19 Changes to our Privacy Policy

- 19.1 All Personal Information held by us will be governed by this Privacy Policy, our most recent privacy policy.
- 19.2 Any changes to this Privacy Policy may be advised to you by updating this page on our Site. We encourage you to check this page from time to time for any changes.