

## **TERMS & CONDITIONS**

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern ewkprivatewealth.com.au's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to ewkprivatewealth.com.au and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

### **AMENDMENT OF TERMS**

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website, then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and ewkprivatewealth.com.au's rights and obligations to each other.

### **LIMITATION OF LIABILITY**

It is an essential pre-condition to you using our website that you agree and accept that ewkprivatewealth.com.au is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third-party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

### **COMPETITION AND CONSUMER ACT**

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), ewkprivatewealth.com.au's liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

### **DELIVERY OF GOODS**

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

### **LINKS TO OTHER WEBSITES**

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It is your sole responsibility and not the responsibility of ewkprivatewealth.com.au bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

### **YOUR PRIVACY**

At ewkprivatewealth.com.au, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you.

ewkprivatewealth.com.au respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please read our separate Privacy Policy carefully. You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. ewkprivatewealth.com.au's secure server software encrypts all customer information before it is sent to us.

Furthermore, all of the customer data ewkprivatewealth.com.au collects is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

### **THIRD PARTIES**

ewkprivatewealth.com.au does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

### **DISCLOSE YOUR INFORMATION**

ewkprivatewealth.com.au may be required, in certain circumstances, to disclose information in good faith and where ewkprivatewealth.com.au is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

### **EXCLUSION OF COMPETITORS**

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### **WHOLE AGREEMENT**

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### **EXCLUSION OF UNENFORCEABLE**

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

### **EDUCATION**

By using our services, you agree that ewkprivatewealth.com.au is not to be held liable for any decisions you make based on any of our services or guidance and any consequences, as a result, are your own. Under no circumstances can you hold ewkprivatewealth.com.au liable for any actions you take nor can you hold us or any of our employees liable for any loss or costs incurred by you as a result of any guidance, advice, coaching, materials or techniques used or provided by ewkprivatewealth.com.au.

All our information on both the website and in consultations is intended to assist you and does not in any way, nor is it intended to substitute professional, financial or legal advice.

Results are not guaranteed and [ewkprivatewealth.com.au](http://ewkprivatewealth.com.au) takes no responsibility for your actions, choices or decisions.

## **JURISDICTION**

This agreement and this website are subject to the laws of Victoria and Australia. If there is a dispute between you and [ewkprivatewealth.com.au](http://ewkprivatewealth.com.au) that results in litigation then you must submit to the jurisdiction of the courts of Victoria.

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You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure server. [ewkprivatewealth.com.au](http://ewkprivatewealth.com.au)'s secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

## **STORAGE AND SECURITY OF YOUR INFORMATION**

We receive and store information you enter on our website or give us in any other way from time to time. You may provide basic contact information such as your name, phone number, address, and email address to enable us to send information or process your product order and we may also collect additional information at other times, including but not limited to, when you provide feedback, change your content or email preferences, respond to a survey, or communicate with our customer support.

We may use personal information collected from you for the purpose of providing you with direct marketing material, updates regarding our website and information in the form of a newsletter. This will only apply if you have registered or subscribed to such publications by registering your details with us. However, if you wish to cease receiving any such information you may let us know either by email or unsubscribing at any time and your request will be actioned immediately.

Individual profile and company details are not used for any other purpose. Details are only supplied to a third-party supplier when it is required by law, for goods or services which you have purchased or to protect our copyright, trademarks and other legal rights.

We respect the privacy of our online visitors. We may collect information on or through this website that can personally identify you. For example, we collect personally identifiable information which you volunteer to us to respond to visitor questions and comments about us and our products and services, and to mail e-newsletters ("Personal Data"). We will use all reasonable means to protect the confidentiality of your Personal Data while in our possession or control. We will not knowingly share any of your Personal Data with any third party other than our service providers who assist us in providing the information and/or services we are providing to you. To the extent that we do share your personal information with a service provider, we would only do so if that party has agreed to comply with our privacy standards as described in this privacy policy. Some of our service providers may be overseas and may not be subject to Australian Privacy Laws. Please contact us if you require specific details.

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## **COOKIES**

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## **DISCLOSURE OF YOUR INFORMATION**

We may from time to time need to disclose certain information, which may include your Personal Data, to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request. Also, we may use your Personal Data to protect the rights, property or safety of [ewkprivatewealth.com.au](http://ewkprivatewealth.com.au), our customers or third parties. If there is a change of control in one of our businesses (whether by merger, sale, transfer of assets or otherwise) customer information, which may include your Personal Data, could be disclosed to a potential purchaser under a confidentiality agreement. We would only disclose your information in good faith and where required by any of the above circumstances.

## **THIRD PARTIES**

We do not and will not sell or deal in personal or customer information. We will never disclose your personal details to a third party except the necessary information required by providers of products or services you have purchased or to protect the rights, property or safety of [ewkprivatewealth.com.au](http://ewkprivatewealth.com.au), our customers or third parties or if required by law.

We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and services but not for any other use.

## **SECURITY**

We strive to ensure the security, integrity and privacy of personal information submitted to our website, and we periodically update our security measures in light of current technologies.

## **LINKS**

This website may contain links to other websites. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that we are not responsible for the privacy practices of such other websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personally identifiable information. This privacy policy applies solely to information collected by this website.

## **CHANGE IN PRIVACY POLICY**

As we plan to ensure our privacy policy remains current, this policy is subject to change. We may modify this policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on this website. Please return periodically to review our privacy policy. If you have any questions or concerns at any time about our privacy policy or the use of your personal information, please contact us at [admin@ewkprivatewealth.com.au](mailto:admin@ewkprivatewealth.com.au) and we will respond within 48 hours.

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