

# Accurium – Accurium Helpdesk Terms and Conditions

**Last Updated:** 9 September 2023

This is a contract between the Member Company and Accurium. It describes how we will work together and the services we will provide and governs access to and use of the Accurium Helpdesk. By using the Accurium Helpdesk you agree to be bound by, and comply with, these terms and conditions (**Terms**).

You should read these Terms along with the Website Conditions of Use, Privacy Policy and any other terms, notices or disclaimers contained elsewhere on the Website carefully before applying for an Accurium Helpdesk Subscription. You may review the most current version of these Terms at any time through the Website.

If you wish to obtain Training Services from Accurium, you will be bound by the Accurium – General Terms and Conditions.

If we update these Terms then we will email the Primary Contact for our Member Companies and let them know.

## 1. Definitions

In these Terms, defined terms have the following meaning;

- **Accurium, we, us and our** means Accurium Pty Ltd (ABN 13 009 492 219).
- **Accurium Helpdesk** means the business-to-business technical advisory and helpdesk service delivered by Accurium, which includes (but is not limited to) the Helpdesk, Knowledge Base and Client Newsletter.
- **Accurium Helpdesk Subscription or Subscription** means your subscription to the Accurium Helpdesk, encompassing all the services maintained and delivered by us that we provide to you as part of the Accurium Helpdesk.
- **Accurium Helpdesk Subscription Term or Subscription Term** means the period in which your Accurium Helpdesk Subscription is active.
- **Business Day** means a day that is not a Saturday, Sunday or declared public holiday in Tasmania.
- **Resources** means materials distributed by Accurium via the Accurium Helpdesk which includes (but is not limited to) client newsletters and calculators.
- **Helpdesk** means the service whereby access to tax, SMSF and superannuation support is provided by Accurium via the Accurium Helpdesk.
- **Member Company, you or your** means a single entity and single location office customer with not more than 50 employees that has an Accurium Helpdesk subscription, unless otherwise agreed by Accurium.
- **Membership Fee** means the monthly fee a member company pays for the Accurium Helpdesk Subscription.
- **Personal Information** means all information about a person which is "personal information" as defined in the Privacy Legislation.
- **Primary Contact** means the person within the member company who creates the Subscription on the Accurium Website.
- **Privacy Legislation** means the *Privacy Act 1998* (Cth) and any other legislation, principles, industry codes and policies relating to the handling of Personal Information.

- **Privacy Policy** means the privacy policy of Accurium, as updated, varied and replaced from time to time.
- **Knowledge Base** means the repository of anonymised previously asked questions and answers provided by Accurium via the Accurium Helpdesk.
- **Training Services** means the provision of training and professional development events provided by Accurium including, but not limited to, live or on-demand, in-person or online events, webinars, webclass, workshop, modules, courses, or other service as offered from time to time. Accurium may also provide recordings, presentation slides, papers, and other materials as part of the service.
- **User** means an individual employee of the member company where the member company has provided us with the individual email address of the employee to create a unique login.
- **Website** means the Accurium websites, [www accurium.com.au](http://www accurium.com.au), and the Accurium Helpdesk member-only website.
- **Website Conditions of Use** means the general terms and conditions governing use of the Website.

## 2. Membership

- (a) In order to access and use Accurium Helpdesk, you must apply to Accurium for the Accurium Helpdesk Subscription by providing the required details on the Accurium Website.
- (b) We reserve the right to refuse any application made by an individual or company in our absolute discretion.

## 3. Term and Renewal

### 3.1 Access

- (a) You are only permitted to access and use the Accurium Helpdesk for the Subscription Term, and in accordance with these Terms.

### 3.2 Renewal

- (a) The Accurium Helpdesk Subscription Term is for a period of (1) one month and is **automatically renewed** on a continuing basis unless you make a request to us in writing to terminate your Accurium Helpdesk Subscription, or if we elect to terminate these Terms.

## 4. Membership Fee

- (a) To access and use the Accurium Helpdesk, you must pay to Accurium the Membership Fee.

The Membership Fee is a recurring credit card payment debited in advance each month using your nominated credit card, on the anniversary of your subscription date.

- (b) You acknowledge and accept that any credit card information provided by you will be collected by the Stripe payment facility and is subject to, but not limited to, the terms and conditions available at the Stripe website.
- (c) The Membership Fee covers the month of the Accurium Helpdesk Subscription Term.

Your Accurium Helpdesk Subscription and user's access may be suspended by us if your Membership Fee is not paid by the applicable due date. Your Accurium Helpdesk subscription

is not terminated at this point and the Membership Fee remains owing and payable. We will contact the Primary Contact prior to taking any action.

- (d) Note that if the Membership Fee remains outstanding, then without prejudice to any other right or remedy available to Accurium, Accurium may:
  - (i) withhold access to the Accurium Helpdesk until such default is corrected;
  - (ii) charge the Office interest on the unpaid amount at the interest rate of the Reserve Bank of Australia cash rate plus 2 percentage points per annum, compounded daily, until payment is received in full. You must pay the interest (if any) to Accurium within fourteen (14) days of receipt of a written demand from Accurium;
  - (iii) contract a debt collection agency to pursue you for unpaid amounts; and/or
  - (iv) terminate or suspend access to the Accurium Helpdesk.
- (e) Accurium may offer a range of membership fees which provide for different levels of service under the Accurium Helpdesk Subscription.
- (f) Accurium reserves the right to vary Membership Fees and the services provided for those fees from time to time in its absolute discretion by providing at least two (2) months' notice to you.
- (g) To the extent permitted by law, Accurium may, in its absolute discretion, decide to accept or reject a refund request or payment change request. No refunds will be given for change of mind. For the avoidance of doubt, if you cancel your Subscription prior to the end of the Subscription Term, the cancellation will take effect from the end of the Term and you will not be entitled to any refund of any amount paid to Accurium for the Subscription Term.

## 5. Accurium Helpdesk Subscription Benefits

### 5.1 Access

- (a) We modify the Accurium Helpdesk Subscription from time to time to add or remove elements of the service or how it is delivered. These changes will not materially affect the service we provide.
- (b) Subject to you complying with these Terms and paying any applicable Membership Fee, Accurium grants you, and nominated users, a non-exclusive, non-transferable, revocable licence to use and access the Accurium Helpdesk for the Subscription Term, which includes the services and resources set out in this clause.

### 5.2 Accurium Technical and Training Services

- (a) As part of the Accurium Helpdesk Subscription, for the Subscription Term, users may be entitled to a discount to Accurium's Training Services. For detail on Accurium's Training Services and Technical Services see Accurium – General Terms and Conditions.
- (b) The content and materials accessed from Accurium Training Services or Technical Services cannot be republished in any form and cannot be used to create derivative works, to deliver paid training programs, for distribution to other professionals, or utilised by member companies to deliver training to other accounting, finance and advisory audiences (such as discussion groups).

### 5.3 Helpdesk

- (a) As part of the Accurium Helpdesk Subscription, for the Subscription Term, a Member Company will have access to the Accurium's Helpdesk service, subject to the provisions of this clause:
- (i) .

#### **5.3.1 How can I ask questions?**

- (i) We will accept Helpdesk questions by email to ask@accurium.com.au, or using the 'Ask a question' feature on the member-only website. Please remove any data or information from your question which may identify your client (for example, names, dates of birth or locations).

#### **5.3.2 What can I ask?**

- (i) Helpdesk questions received only contain the facts that the user has chosen to share with us and may not contain a full disclosure of the issues at hand. While we will seek to clarify unclear questions, users need to use their professional judgement when acting on answers provided by us.
- (ii) The Accurium Helpdesk is a business-to-business technical advisory and helpdesk service which provides compliance and tax advice in relation to the issues in respect to user questions. It is not intended to be written specific advice, and answers are not intended to, and should not be considered to, provide financial advice or legal advice.
- (iii) Generally, we will spend a limited amount of time in providing a response to user questions. Complex questions which will require significant time to answer, which would require financial or legal advice or opinion, or which are outside our area of expertise, will not be answered as part of your Accurium Helpdesk Subscription. We reserve the right to deem a question outside of the scope of the Accurium Helpdesk Subscription and will advise the user who asked the question if this is the case. In this instance the user will be informed of the options available to you. We may offer the option to obtain written compliance or tax advice from us for an additional fee.

#### **5.3.3 When will I get an answer to my question?**

- (i) We aim to respond to questions within one (1) Business Day of receiving the question, with a maximum response time of two (2) Business Days.

#### **5.3.4 Copyright and ownership**

- (i) Answers provided by us to questions asked by users become and remain the property of Accurium. As such, they cannot be republished, or represented in any other form except for the provision of the Helpdesk service to member companies. For example, you cannot cut and paste questions and answers and use it on your website.

### **5.4 Knowledge Base**

- (a) As part of the Accurium Helpdesk Subscription, for the Subscription Term, a Member Company will have access to the Knowledge Base.
- (b) The Knowledge Base is a repository of Helpdesk questions asked by users and the answers provided by us that we think may benefit members. The answers provided relate exclusively to the question as asked and should not be applied to any other situation. They are not intended to be advice and users should not act specifically on the basis of information in a Helpdesk question and answer alone.

#### **5.4.1 Privacy**

- (i) We publish Helpdesk questions and answers on the Knowledge Base on the member-only website. These questions and answers are edited prior to publication and will remove any data that may identify your client (for example, names, dates of birth or locations) or the information of users. We will publish questions and answers on the Knowledge Base at our discretion and may not publish every Helpdesk question and answer.
- (ii) In some circumstances we use published Helpdesk questions and answers for marketing purposes on the public website.

#### **5.4.2 Copyright and ownership**

- (i) The Knowledge Base is for use of member companies and their users only and content should not be distributed or on-sold in any form. Member companies and users are not entitled to create derivative works from the Accurium materials provided except for the internal purposes of member companies during the Subscription Term.

### **5.5 Resources**

- (a) As part of the Accurium Helpdesk Subscription, for the Subscription Term, a Member Company will have access to Resources distributed by Accurium.
- (b) Member companies are provided with a limited license to utilise the Resources.
- (c) For a Resource which is a client newsletter distributed by Accurium via the Accurium Helpdesk, subject to compliance with these Terms, Member companies can utilise the client newsletter to distribute to their own client base or to potential clients. It can also be used on Member Company's websites and in other electronic formats. The client newsletters will be accessible from the member-only website.
- (d) For the avoidance of doubt, the Accurium Helpdesk Subscription does not extend to the right to distribute the Resources accessible from Accurium under your subscription to the media or publishers.
- (e)

## **6. Your obligations**

### **6.1 General obligations**

- (a) Member companies will only allow employees user access to your Accurium Helpdesk subscription. We validate member company user details not only through member companies themselves but on occasion through publicly available sources such as websites, LinkedIn etc. Where we find that member companies have provided access to users outside of their member company, we reserve the right to remove access to users or to charge an additional membership fee.
- (b) User access details will only be provided to one employee and will not be shared or distributed. That is, each employee will have their own user login details.
- (c) You will advise us as soon as practicable if access to your Accurium Helpdesk Subscription for any user needs to be cancelled. For example, a user leaves your employment.
- (d) No user accessing your Accurium Helpdesk subscription, or the member company, will distribute services provided as part of the Accurium Helpdesk subscription outside of the membership company except where we have granted access for member company to do so.
- (e) You acknowledge and agree that while the Accurium Helpdesk provides superannuation and tax compliance advice to professionals to use to help them in servicing their clients, it is ultimately your responsibility to provide correct, timely and up-to-date advice to your clients.

- (f) Member Companies confirm they are a registered tax agent, and answers to questions provided through the Accurium Helpdesk will not be considered tax advice.

## 6.2 Acknowledgements

- (a) You acknowledge and agree that:
  - (i) we do not always guarantee that the Accurium Helpdesk subscription will be delivered without interruption or error free and we rely on multiple systems to deliver the membership subscription and some services are provided by third parties that we have no control of or over;
  - (ii) if you do not add the Accurium domain as a safe server, your systems may reject any emails we send. As such, we cannot guarantee the delivery of email-based services. You can however, access the services through the member-only website;
  - (iii) you are responsible for maintaining the security of your systems from viruses or malware;
  - (iv) Accurium is not responsible for any problems, failures or technical malfunctions of any telephone lines or networks, online computer systems, servers or providers, computer equipment, software, or any other object or material, related to your use of the Accurium Helpdesk;
  - (v) no data transmission over the internet can be guaranteed as totally secure and any information you submit via the Accurium Helpdesk is transmitted at your own risk;
  - (vi) The Accurium Helpdesk is provided on an "as is" basis with all faults and without warranty of any kind to the extent permitted by law;
  - (vii) You are solely responsible for any and all activities and transactions performed under your account, including by or on behalf of any representatives;
  - (viii) we may monitor activity on the Accurium Helpdesk for purposes including (but not limited to) customer support, release testing, fraud detection and related activities; and
  - (ix) Accurium does not make any warranties or representations as to the accuracy, currency, adequacy, completeness or availability of the Accurium Helpdesk, access to or use or use of the Accurium Helpdesk being uninterrupted, timely, secure, error-free or continuing for any period of time, or the Accurium Helpdesk meeting any of your specific requirements.

## 7. Suspension or termination

### 7.1 Suspension

- (a) Accurium may suspend your access to the Accurium Helpdesk if:
  - (i) we detect that suspicious activity has occurred or is occurring;
  - (ii) you default in payment of any fees;
  - (iii) you breach any provisions of these Terms and do not rectify the breach upon being notified to do so; or
  - (iv) Accurium determines any information submitted is inaccurate, incomplete and/or misleading and you do not immediately take steps to rectify the inaccuracy, incompleteness and/or misleading nature of information.

## 7.2 Termination

- (a) You are able to terminate your Accurium Helpdesk Subscription at the end of a Subscription Term by advising us using one of the following methods:
  - (i) in writing:
    - by email – if received prior to five (5) Business Days before the end of the Subscription Term terminations by email are effective in the Term that we receive them, otherwise will be effective in the following Term. We will contact you to advise that we have received your email. If you do not receive confirmation from us, your termination may not have been received and you should contact us to confirm. We do not take responsibility for the delivery of your emails to us.
  - (ii) by phone – by speaking to us directly. Voicemail messages are not accepted.
- (b) Termination of your Accurium Helpdesk Subscription is effective from the last working day of the relevant Term.
- (c) On termination of your Accurium Helpdesk Subscription we will remove access to all of your users and delete your payment details for that Subscription. On termination you no longer have the right to utilise or benefit from any services provided as part of the Accurium Helpdesk Subscription. The licences granted to you under these Terms will immediately cease, and you must immediately cease to use the Accurium Helpdesk and delete all copies of any material from the Accurium Helpdesk, where asked to do so by Accurium.

## 8. Security

- (a) You are solely responsible for the use, supervision, management, and control of your account.
- (b) You must take all reasonable steps to avoid unauthorised access to, or use of, the Accurium Helpdesk, including by implementing appropriate internal policies and procedures regarding security.
- (c) You are responsible for the confidentiality of your account(s), user IDs and passwords (including but not limited to changing passwords from time to time and not releasing the information to third parties). You must notify Accurium immediately if you become aware of, or have any reason to believe, that there is any unauthorised use of your account or any other breach of security including but not limited to where any account, user ID or password has been lost, stolen or otherwise compromised.
- (d) Accurium reserves the right to suspend access or change access to your account upon notification by or on your behalf (or via its own investigations) that any account, user ID or password has been lost, stolen or otherwise compromised.
- (e) You acknowledge and accept that any person accessing the Accurium Helpdesk may leave an auditable trail, including the date, time and duration of access and Accurium reserves the right to conduct audits in relation to access to the Accurium Helpdesk from time to time, including as to whether or not any document accessed was printed, saved or transmitted.

## 9. Intellectual Property

- (a) You acknowledge and agree that all right, title and interest in and to the Accurium Helpdesk (including the intellectual property rights subsisting in the Accurium Helpdesk) vests in and belongs to Accurium.



- (b) You do not, and will not, acquire any right, title or interest in the Accurium Helpdesk or in any software which forms part of or is utilised in providing the Accurium Helpdesk which at all times remains the exclusive property of Accurium.
- (c) You agree to use the Accurium Helpdesk for internal business purposes only.
- (d) To the extent permitted by law, you have no right to, and agree not to, disassemble, reverse compile, reverse engineer, create derivative works or attempt to discover or modify in any way the underlying source code of the Accurium Helpdesk or any software which forms part of or is utilised in providing the Accurium Helpdesk.
- (e) You must ensure that all employees using the Accurium Helpdesk on behalf of a Member Company do so only in accordance with these Terms. Accurium may, acting reasonably, prohibit particular employees from using the Accurium Helpdesk and you must comply with any such prohibition.

## 10. Confidentiality and Privacy

- (a) You must comply at all times with all Privacy Legislation in respect of Personal Information collected, used, disclosed or submitted in relation to the Accurium Helpdesk.
- (b) You consent to Accurium using any information provided or submitted by or on behalf of the Member Company, including any Personal Information, for the purpose of operating its business and for the purpose of offering goods and services.
- (c) You acknowledge and agree that:
  - (i) Accurium may use any Personal Information submitted for statistical analysis and internal research purposes; and
  - (ii) if you provide Accurium with Personal Information about third parties who are individuals, you must ensure that the third parties are given information about the identity of Accurium and how Accurium handles Personal Information, including that they can contact Accurium to get access to their Personal Information, and you warrant that the third party has consented to the disclosure of its Personal Information to Accurium.
- (d) Accurium will not be liable for any loss or damage suffered or any claim or liability incurred as a result of a Member Company's failure to comply with this clause.
- (e) We will protect the confidentiality of Member companies and their users. Please see our [Privacy Policy](#) for how privacy is managed by us.
- (f) How a user utilises the Accurium Helpdesk membership services, for example the questions and answers viewed by users on the Knowledge Base, or the Helpdesk questions asked by users, will be made available to the Primary Contact on request. All questions asked by users for a Member Company, and our answers, are visible to all users under the 'Your questions' section on the member-only website.
- (g) We may also contact the Primary Contact about a user's requests to the Accurium Helpdesk subscription. For example, if we think a user is using the Accurium Helpdesk Subscription for a non-member company or a university assignment.

## 11. General

- (a) Each party must do everything necessary or reasonably required by another party to give full effect to the purposes, and transactions contemplated by, these Terms.



- (b) These Terms may be amended by Accurium at any time, such amendments to take effect ten (10) Business Days after posting of the amendments on the Website.
- (c) Any notice required under these Terms shall be served on a Member Company in writing to the email contact details nominated by that Member Company on registration.
- (d) The relationship between the parties is and will remain that of independent contractors, and nothing in these Terms constitutes the parties as partners or joint ventures or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.
- (e) Any waiver of any provision of these Terms is ineffective unless it is in writing and signed by the party waiving its rights. The failure of any party to enforce at any time any of the provisions of these Terms must not be interpreted as a waiver of such provision.
- (f) If any provision of these Terms is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of these Terms or affecting the validity or enforceability of that provision in any other jurisdiction.