

AAA Terms & Conditions

Last Updated: 1st January 2020

Please read this Agreement carefully to ensure you understand each provision.

These Terms of Use apply to all users of AAA Consulting services and website. Please note that if you have executed a separate written agreement with AAA Consulting, regarding your use of certain AAA Consulting Services, that agreement and not these Terms of Use applies to those AAA Consulting Services. For example, if you have engaged AAA Consulting in fee for service or quoted works then any terms associated with the provision of such services will preside in preference to these stated terms. All other transactions will be covered by these terms as a default.

These Terms of Service (“Terms”) govern your use of AAA Consulting web site located at <https://www.aaaconsulting.com.au> (the “Site”) and the services that are made available through the Site or as additional services not covered under a separate agreement (collectively, the “AAA Consulting Service”). Please read these Terms carefully. By using the services provided by AAA Consulting, you are stating that you have read, understand, and agree to be bound by these Terms. If you do not agree to these Terms, you are not permitted to use the services of AAA Consulting.

Arbitration Agreement. This agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions and also limits the remedies available to you in the event of a dispute.
Your Responsibilities. You agree not to use the services, information or advice provided by AAA Consulting to violate any local, state, national, or international law or regulation.

Your Account Terms. You may not access the AAA Consulting online services through automated methods, such as the use of robots or other computer code which calls the Service. Each user provides a valid email address and any other information requested in order to fully complete the signup process and create a login. The sharing of your AAA Consulting Members Account login credentials is strictly prohibited. You are responsible for maintaining the security of each User’s account, username and password and you are responsible to ensure that each User associated with your AAA Consulting Members Account complies with these Terms. AAA Consulting is not liable for any loss or damage from your (or your Users’) failure to comply with these Terms. You are solely responsible for all Data posted to your account and all activity that occurs under your AAA Consulting Members account (even when Data is posted by others who have accounts under your Account). You may not use the AAA Consulting Service for any illegal or unauthorised purpose as described in the Terms of Use.

Automatic Renewal. Paid accounts are subscriptions. This means that you will be billed in advance on a recurring, periodic basis. Your AAA Consulting subscription will automatically renew at the end of each billing cycle until you cancel your AAA Consulting subscription by submitting your request in writing to info@aaaconsulting.com.au.

The minimum continuous subscription period you agree to by initiating your subscription is 12 months from the date you make the first payment; subject to any change you may make during this 12 month period.

Changes to your subscription:

You may change your subscription at any time subject to the following conditions:

Upgrading during the billing cycle or initial minimum subscription period. In the event, you choose to upgrade your subscription the minimum continuous subscription period reappplies and commences from the date you upgrade the subscription. All conditions pertaining to your subscription thereafter, apply as if it were a new subscription.

Downgrading during the billing cycle or initial minimum subscription period. In the event you downgrade your membership level, your account will remain at your current membership level through to the end of the minimum continuous subscription period or your current billing cycle, whichever is the greater. No refunds for unused periods within a minimum period will be paid. New accounts and upgrades are subject to a new minimum continuous subscription period and will be billed in full in the event of the account being cancelled. A subscription cannot be downgraded within the initial minimum subscription period of 12 months. If this were to occur, the remaining pro-rata payment for the remainder of the initial subscription period will become payable in full. Any downgrade in subscription during the initial subscription period must be notified to AAA Consultancy in writing giving no less than 30 days notice.

Termination. You may terminate your subscription to AAA Consulting services at any time by writing to AAA Consulting giving 30 days notice. You will continue to pay for the subscriptions and have access to the services provided under the terms of your subscription until the end of the notice period. If you terminate within the minimum continuous subscription period the remaining balance of payments due until the end of the minimum continuous period will become immediately payable by you and will be deducted from your chosen credit card.

You agree that AAA Consulting may terminate your AAA Consulting membership or suspend your access to all or part of the AAA Consulting Member service, without notice, if AAA Consulting determines, in its sole and absolute discretion, that you have violated these Terms. Further, you agree that AAA Consulting, shall not be liable to you or any third party for suspending or terminating your access to the AAA Consulting Members service. You may discontinue your participation in and access to the AAA Consulting Members service at any time.

Any termination of this agreement will not affect your obligations to us under this Agreement (including, without limitation, payments, ownership, indemnification and limitation of liability) which are intended to survive such suspension or termination.

Credit card details. By agreeing to these terms you agree and have elected to pay the fees for a AAA Consulting Members subscription by credit card, you warrant that the credit card information you provide is correct and you shall promptly notify us of

any changes to such credit card information. You agree that if your credit card payment cannot be processed for any reason, AAA Consulting may suspend or cancel your AAA Consulting Members subscription.

AAA Consulting utilises the services of Stripe for the processing of your credit card payment. By continuing with your membership and signing up to be a member you acknowledge and agree to the terms of service and privacy policy of Stripe. Their Terms of Service and their Privacy Policy can be found here <https://stripe.com/au/privacy>

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AAA Consulting shall not be liable to you or any third party should AAA Consulting exercise its right to modify or discontinue the AAA Consulting Membership service.

AAA Consulting shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service as envisaged under Termination section.

AAA Consulting shall not be liable in any event for matters which arise due to circumstances beyond our reasonable control.

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Without limiting any of the above, AAA Consulting reserves the right to revoke its consent to any link to the AAA Consulting website, at any time in its sole discretion.

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Exclusions And Limitations. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations and disclaimers in these Terms may not apply to you. To the extent that AAA Consulting may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of AAA Consulting liability shall be the minimum permitted under such applicable law.

Indemnification. You agree to indemnify, defend, and hold harmless AAA Consulting, its parents, subsidiaries, affiliates, officers, directors, employees, consultants, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from (a) any information (including, without limitation, your submissions of information or any other content) you (or anyone using your account or relationship with AAA Consulting) submits, posts, or transmits through the AAA Consulting forums or other media (social media or traditional media), (b) your (or anyone using your account's or relationship with AAA Consulting) use of the AAA Consulting services, (c) your (or anyone using your account's or relationship with AAA Consulting) violation of these Terms, and (d) your (or anyone using your account's or relationship with AAA Consulting) violation of any rights of any other person or entity.

Miscellaneous. These Terms constitute the entire and exclusive and final statement of the agreement between you and AAA Consulting with respect to the subject matter hereof and supersede any prior agreements or negotiations between you and AAA Consulting with respect to the subject matter hereof. These Terms and the relationship between you and AAA Consulting shall be governed by the laws of the State of Queensland as applied to agreements made, entered into, and performed entirely in Queensland by Queensland residents, notwithstanding your actual place of residence. All lawsuits arising from or relating to these Terms or your use of the AAA Consulting

services shall be brought in the Federal or State courts located in Queensland, and you hereby irrevocably submit to the exclusive personal jurisdiction of such courts for such purpose. The failure of AAA Consultancy to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavour to give effect to the intentions of AAA Consultancy and you as reflected in the provision and that the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service provided by AAA Consulting or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these Terms are for convenience only and have no legal or contractual effect. All terms, as well as any limitations on liability explicitly set forth herein, shall remain in full force and effect notwithstanding any termination of your use of the services provided by AAA Consulting.

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Questions

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