

Terms and Conditions

1 Who may instruct us

You confirm that you, and any other person you nominate from time to time are authorised to give us instructions and information on behalf of all persons we are acting for and to receive our advice and documents on their behalf.

2 You and your spouse/partner

If we are acting for you and your spouse/partner, we will advise you and your spouse on the basis that you are a family unit with shared interests. We may deal with either of you and may discuss with either of you the affairs of the other. If you wish to change these arrangements please let us know.

3 Know your customer

We may be required to verify your identity for the purposes of the anti-money laundering laws. We may request from you such information as we require for these purposes and make searches of appropriate databases.

4 Your responsibilities

You must provide us with all information necessary for dealing with your affairs including information which we reasonably request, in sufficient time to enable our services to be completed before any applicable deadline. We will rely on such information being true, correct and complete and will not audit the information.

You authorise us to approach such third parties as may be appropriate for information we consider necessary to deal with your affairs.

You must keep us informed on a timely basis of changes in your circumstances that may affect our services.

5 Qualifications on our services

To the extent our services involve the performance of services established by law, nothing in an engagement letter or these terms reduce our obligations under such law. You must not act on advice given by us on an earlier occasion without first confirming with us that the advice is still valid.

Our services are limited exclusively to those you have engaged us to perform. Unless otherwise specified in an engagement letter, our services cannot be relied upon to disclose irregularities and errors, including fraud and other illegal acts, in your affairs.

Where our engagement is recurring, we may amend an engagement letter and these terms where we consider it is necessary or appropriate to do so. If you do not accept such amendments, you must notify us promptly in which case you may terminate our engagement in accordance with section 18 below and those amendments will not apply prior to such termination.

6 Reliance on advice

We will endeavour to record all advice on important matters in writing. Advice given verbally is not intended to be relied upon unless confirmed in writing. If we provide verbal advice that you wish to rely on, you must ask us to confirm the advice in writing.

7 Investment and financial advisory advice

We will not provide you with investment or financial advice regulated under the *Corporations Act (2001)* (Cth).

8 Professional Obligations

We will comply with the professional and ethical standards of the Accounting Professional and Ethical Standards Board, available at apesb.org.au. This includes APES110 Code of Ethics for Professional Accountants (including Independence Standards), which among other things contains provision that apply if we become aware of any actual or potential 'non-compliance with governing laws or regulations' (NOCLAR). Where any such non-compliance poses substantial harm (such as serious adverse consequences to investors, creditors, employees, auditor, group auditor or the public), we may be required to disclose the matter to an appropriate authority.

9 Conflicts of interest

We will inform you if we become aware of any conflict of interest in our relationship with you (including between the various persons an engagement letter covers) or in our relationship with you and another client. Where conflicts are identified which cannot be managed in a way that protects your interests then we will be unable to provide further services to some or all of the persons to whom this engagement applies. If this arises, we will inform you promptly.

We may act for other clients whose interest are not the same as or are adverse to yours, subject to the obligations of conflicts of interest and confidentiality referred to above.

10 Fees and payment

Our fees will be charged on the basis set out in an engagement letter or in the case of no engagement letter, as agreed, and have been set based on the level of skill, responsibility, importance and value of advice, as well as the level of risk. If we have provided you with an estimate of our fees for any specific work, it is an estimate only and our actual fees may vary.

We may provide a fixed fee for the provision of specific services. If it becomes apparent to us, due to unforeseen circumstances, that a fixed fee is inadequate, we may notify you of a revised figure and seek your agreement to it.

Our invoices are due for payment within 7 days of issue. Our fees set out in our engagement letter are exclusive of GST which will be added to our invoice where it is chargeable. Any disbursements and expense we incur in the course of providing our services will be added to our invoices where appropriate.

Unless agreed to the contrary, our fees do not include the costs of any counsel, or other professionals or third parties engaged with your approval.

If your fee is not paid within the agreed timeframe, you will be responsible for the costs incurred by us to engage a debt collector.

11 Confidentiality

We will take all reasonable steps to keep your information confidential, except where:

- we need to disclose your information to our service providers or regulatory bodies in performing the services, our professional advisers or insurers or as part of an external peer review from time to time. Our files may also be subject to review as part of the quality review program of Chartered Accountants Australia and New Zealand. By accepting this engagement you acknowledge that, if requested, our files relating to this engagement will be made available under this program. We will take reasonable steps to ensure any such recipient (other than a regulatory body) keeps such information confidential on the same basis;
- we are required by law, regulation, a court of competent authority, or those professional obligations referred to in section 8 above, to disclose the information, or
- you give us permission to disclose the information.
- We may retain your information during and after our engagement to comply with our legal requirements or as part of our regular IT back-up and archiving practices. We will continue to hold such information confidentially.

We may mention that you are a client for promotional purposes.

12 Privacy

You must make all necessary notifications and obtain any necessary consents for us to process personal information you provide to us. We collect and use that personal information for the purposes of providing the services described in an engagement letter or in the case of no engagement letter, as agreed to you and we will comply with the *Privacy Act 1988* (Cth) when processing that personal information. Our privacy policy provides further details of our privacy practices.

13 Ownership of materials

We own the copyright and all other intellectual property rights in everything we create in connection with this engagement. Unless we agree otherwise, anything we create in connection with this agreement may be used by you only for the purposes for which you have engaged us.

All working papers prepared by us (in any form whatsoever, including physical and electronic) remain our property. We will retain these papers in accordance with our normal record keeping practices in accordance with our professional and legal obligations.

You agree we can use your logos and trademarks for the sole purpose of providing advice to you in connecting with the engagement, unless you tell us otherwise.

14 Limitation of liability

Our liability is limited by a scheme approved under Professional Standards Legislation.

You agree not to bring any claim against any of our principals or employees in their personal capacity.

To the maximum extent permitted by law, we are not liable to you for:

- Indirect, special or consequential losses or damages of any kind; or
- Liability arising due to the acts or omissions of any other person or circumstances outside our reasonable control, or your breach of these terms.

15 Limitation of third party rights

Our advice and information is for your sole use, and we accept no responsibility to any third party, unless we have expressly agreed in the engagement letter that a specified third party may rely on our work.

16 Termination

Each of us may terminate the agreement by giving not less than 21 days' notice in writing to the other party except where a conflict of interest has arisen, you fail to cooperate with us or we have reason to believe that you have provided us or any other person with misleading or factually inaccurate information, in which case we may terminate this agreement immediately. Termination will not affect any accrued rights.

17 Communication

You must advise of any changes to your contact details. We may send any communication to the last contact details you have provided. Unless you instruct us otherwise we may, where appropriate, communicate with you and with third parties via email or by other electronic means. Your tax file number and other personal data may be included in an email transmission. The recipient is responsible for virus checking emails and any attachments. There is a risk of non-receipt, delayed receipt, inadvertent misdirection or interception by third parties in any form of communication, whether electronic, postal or otherwise. We are not responsible for any such matters beyond our control.

18 Interpretation

If any provision of an engagement letter or these terms is void, that provision will be severed and the remainder will continue to apply. If there is any conflict between the engagement letter and these terms, these terms prevail.

19 Disputes and complaints

If you have any concerns about our costs or services, please speak to the Principal. To resolve your concerns we have policies and procedures in place to deal appropriately with complaints and will use best endeavours to resolve a complaint or dispute to the mutual satisfaction of the parties involved. We may require you to detail your complaint in writing to allow us to fully investigate any concerns you raise.

20 Outsourcing

We may utilise the services of third parties from time to time. To perform the services, we provide these third parties with access to your data to the extent that is required to perform the services.

21 Cloud computing

Hot Octopus operates on a paperless basis, meaning that we store your records electronically. In addition to our own IT infrastructure, we may use offsite email storage, online banking facilities, and online and cloud based accounting systems and documents including but not limited to the Tax Agent Portal, ASIC portal, Quickbooks Online, Xero and associated apps including Notud, Annature and FYIdocs, MYOB, Cashflow Manager, Onvio, OneDrive and Microsoft365, Dropbox and Content Snare. The cloud storage facilities and IT servers operated by the providers may be located outside of Australia. By engaging our services, you give consent that your information may be provided and stored using these systems to provide our services to you.

While we make every effort to maintain data stored in these platforms securely, no computer system is free from risk of data breach. Accordingly, as part of these terms you agree to indemnify and release Hot Octopus from all claims for damages arising from the use of cloud-based storage and accounting services arising or resulting from the provision of our services to you.

21 Taxation Engagements

In respect of taxation engagements, please be advised that:

- the responsibility for the accuracy and completeness of the particulars and information provided by you rests with you, the taxpayer
- any advice given to you is an opinion only based on our knowledge of your particular circumstances
- as a taxpayer, you have obligations under the self assessment system to keep full and proper records in order to facilitate the preparation of accurate income tax returns.
- You give us permission to link to the ATO using your name/TFN/ABN and date of birth.

I/We have reviewed the terms and conditions offered by Hot Octopus, including the attached privacy policy, and agree to be bound by them.

Date and Signatures

YOUR PRIVACY

Last updated: 27 November 2023

At Hot Octopus, we are committed to providing quality services to you and protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our privacy policy below carefully.

INFORMATION WE COLLECT FROM YOU

Personal information that we collect may include: name, email address, telephone number, addresses, bank or credit card details, financial records, tax file numbers, date of birth, geographic location, IP address, survey responses, support queries, blog comments and social media handles, along with tax file numbers and related information (together 'Personal Data'). We may collect this information in a variety of ways, including interviews, correspondence, telephone, fax, email, referrals, our website, cookies etc and from third parties.

Our services are not directed to persons under 18 and we do not knowingly collect Personal Data from anyone under 18. If we become aware that a child under 18 has provided us with Personal Data, we will delete that information as quickly as possible. If you are the parent or guardian of a child and you believe they have provided us with Personal Data without your consent, then please contact us.

You can review, correct, update or delete your Personal Data by contacting us.

HOW WE USE YOUR INFORMATION

Personally Identifiable Information: We use the information we collect to deliver our services to you, including: taxation and financial services, communicating with you, providing technical support, sharing useful content, measuring customer satisfaction, diagnosing problems, complying with legal obligations and providing you with a personalised website experience.

Marketing communications are only sent to you if you have requested or subscribed to them. You can opt out of our marketing communications at any time by unsubscribing or emailing us and your request will be actioned immediately.

Non-Personally Identifiable Information: We also use the information we collect in aggregated and anonymized forms to improve our services, including: administering our website, producing reports and analytics, advertising, identifying user demands and assisting in meeting customer needs generally.

Any information you choose to make publicly available, such as blog comments and testimonials, will be available for others to see. If you subsequently remove this information, copies may remain viewable in cached and archived pages on other websites or if others have copied or saved the information.

STORAGE AND SECURITY OF YOUR INFORMATION

We will use all reasonable means to protect the confidentiality of your Personal Data while in our possession or control. All information we receive from you is stored and protected locally or on secure servers from unauthorized use or access. Credit card information is encrypted before transmission and is not stored by us.

To enable us to deliver our services, we may transfer information that we collect about you, including Personal Data, across borders for storage and processing in countries other than Australia. By submitting your personal data to Hot Octopus, you expressly agree and consent to the disclosure, transfer, storage or processing of your personal information outside of Australia. In providing this consent, you understand and acknowledge that countries outside Australia do not always have the same privacy protection obligations as Australia in relation to personal information.

We retain your personal information for as long as needed to provide services to you and as otherwise necessary to comply with our legal obligations, resolve disputes and enforce our agreements.

In the event there is a breach of our security and your Personal Data is compromised, we will promptly notify you in compliance with the applicable law.

COOKIES AND PIXELS

A cookie is a small file placed in your web browser that collects information about your web browsing behaviour. Use of cookies allows a website to tailor its configuration to your needs and preferences. Cookies do not access information stored on your computer or any Personal Data (e.g. name, address, email address or telephone number). Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. This may, however, prevent you from taking full advantage of our website.

Our website uses cookies to analyse website traffic, provide social media sharing and liking functionality and help us provide a better website visitor experience. In addition, cookies and pixels may be used to serve relevant ads to website visitors through third party services such as Google Adwords and Facebook Adverts. These ads may appear on our website or other websites you visit.

To see how Google uses your information and how to control it, please view their policy [here](#).

DISCLOSURE OF YOUR INFORMATION

We do not and will not sell or deal in Personal Data or any customer information. Your Personal Data details may be disclosed to comply with a legal requirement, 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 Hot Octopus, 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 transferred to a purchaser under a confidentiality agreement. We would only disclose your Personal Data in good faith and where required by any of the above circumstances.

Your Personal Data details may also be disclosed where it is necessary to support the delivery of client services or other related activities, including to:

- Third party service providers (including IT providers)
- Australian Taxation Office

We may also use or disclose your information and in doing so are not required to seek your additional consent when it is disclosed or used for a purpose related to the primary purposes of collection detailed above and you would reasonably expect your personal information to be used or disclosed for such a purpose. Should it be necessary for Hot Octopus to disclose such personal data to third parties outside the firm, we will make every effort to ensure that the confidentiality of the information is protected.

In the event we propose to disclose such personal data other than for the reasons set out in this policy, we will first notify you or seek your consent prior to such disclosure.

OVERSEAS DISCLOSURE

The nature of our business activities may on occasion require that personal information be disclosed to overseas recipients in order to provide the services agreed upon. It is not always practicable to know where your data may be held. We may use overseas IT services (including software, platforms and infrastructure) such as data storage or other IT infrastructure. By submitting your personal data to Hot Octopus, you expressly agree and consent to the disclosure, transfer, storage or processing of your personal information outside of Australia. In providing this consent, you understand and acknowledge that countries outside Australia do not always have the same privacy protection obligations as Australia in relation to personal information.

The *Privacy Act 1988* requires us to take such steps as are reasonable in the circumstances to ensure that any recipients of your personal information outside of Australia do not breach the privacy principles contained within the *Privacy Act*

1988. By providing your consent, under the *Privacy Act 1988*, Hot Octopus is not required to take such steps as may be reasonable in the circumstances. However, despite this, we acknowledge the importance of protecting personal information and have taken reasonable steps to ensure that your information is used by third parties securely and in accordance with the terms of this Privacy Policy.

LINKS TO OTHER WEBSITES

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.

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.

CONTACT US

If you have any questions or concerns at any time about our privacy policy or the use of your Personal Data, please contact us at advice@hotoctopus.com.au we will respond within 48 hours.