

THIS SUBSCRIPTION AGREEMENT sets out the terms and conditions under which access to and use of the System and incidental services is supplied by Us to You. By registering to have access to the System, You acknowledge that you have read and understood these terms and conditions and agree to be bound by them. If You do not agree to be bound by these terms and conditions then You must not use the System.

## 1. **Grant of Licence**

- 1.1. In consideration of payment of the Fees and subject to this Agreement, We grant You a non-exclusive, non-transferrable licence to access and use the System during the term of this Agreement but only for the purposes of:
  - 1.1.1. preparing information and calculations for Your clients; and
  - 1.1.2. providing professional services to Your clients.
- 1.2. You acknowledge and agree that the System is owned by Us and is Our sole property. The System is licensed, not sold, to You for use in accordance with this Agreement. You may not transfer, rent, outsource or sub-license the System in any form to any third party, in whole or in part, whether modified or unmodified, without Our prior written consent.
- 1.3. The right to access and use the System is limited to You, Your Authorised Users and Support Persons. You must nominate each person You wish to have access to the System as an Authorised User. You may nominate a new Authorised User in substitution for a current Authorised User. Any username/ID number may only be used by the corresponding registered Authorised User to access and use the System.
- 1.4. A Support Person may use the Authorised User's Licence only for the purpose of assisting the Authorised User to use the System and to prepare documentation for the Authorised User's clients.
- 1.5. A Support Person must not use the Authorised User's Licence in their own right.
- 1.6. You must ensure that each Authorised User and Support Person only uses the System in accordance with the terms of this Agreement.
- 1.7. You must ensure that all usernames/ID numbers and passwords are kept secure and confidential. You must immediately notify Us of any unauthorised use or breach of Your security affecting Your access to the System. In that case, You must take all actions that We deem reasonably necessary to maintain or enhance the security of Your access to the System.
- 1.8. If We have reasonable grounds to suspect that any username/ID number is being used by an unauthorised person (including a different Authorised User than the person nominated by You), or being used by a Support Person in breach of this Agreement, then We may cancel the username/ID number immediately.
- 1.9. You acknowledge that an Authorised User may be restricted from accessing certain Tools and/or Materials otherwise available in the System.

## 2. **Payment**

- 2.1. From the Commencement Date, You must pay Us the Fees set out in the Fee Schedule or as otherwise agreed in writing between Us and You from time to time. After the Initial Period, the applicable Fees will be Our then current Fees for access to the System. The Fees may be charged pro rata for any period.
- 2.2. At your request, We may allow an increase or decrease in the number of Authorised Users from time to time and will adjust the Fees payable accordingly.
- 2.3. An invoice for the Fees will be issued each month in advance during the Term. You agree to pay the Fees within 7 days of the date of the invoice by direct debit or other means of electronic funds transfer.
- 2.4. If you do not pay the Fees or other charges for which you are liable by the Due Date then you are in breach of this Agreement. We may then immediately and without further notice:

- 2.4.1. charge interest of 10% p.a. on any outstanding amount as from the Due Date until the day of actual receipt (both days inclusive), calculated on a daily basis;
  - 2.4.2. suspend Your access to the System if the invoice is not paid within 7 days of Us giving a written notice to You; and/or
  - 2.4.3. if Your access to the System is suspended, charge a one-off fee of \$220.00 to re-connect You to the System.
- 2.5. If You dispute the whole or any portion of Our invoice then You must give Us written notice of the dispute within 7 days of receipt of the invoice together with Your reasons for disputing the invoice. In that event, the invoice must nevertheless be paid by You in full, but We will place the disputed amount into an internal suspense account pending resolution of the dispute.

**3. Access to and Use of the System**

- 3.1. You may access and use the System in accordance with this Agreement but only for the purposes stated in clause 1.1.
- 3.2. You may make copies of printouts of the Materials and distribute them but only within Your business and/or to Your clients. You are otherwise prohibited from downloading, storing, printing, copying, displaying, distributing, re-producing, transmitting or using Materials retrieved from the System.
- 3.3. You must:
  - 3.3.1. use the System only in accordance with normal operating procedures as notified by Us to You from time to time; and
  - 3.3.2. download, print retrieve and store copies of any of the Materials only in accordance with the downloading commands of the System or Your web browser software.
- 3.4. Use of the System is permitted only by manually conducted, discreet, individual search and retrieval activities.
- 3.5. Access to and use of the System via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the System, is strictly prohibited.
- 3.6. You acknowledge that Tools and Materials may be added to or removed from the System and that the System may otherwise be modified from time to time without notice.

**4. Availability**

- 4.1. You acknowledge and agree that technology systems are not free of faults, and downtime may occur. The System may become unavailable due to planned or unplanned maintenance or circumstances beyond our control. You will not be entitled to any refund or compensation from Us as a result of any interruption of the System.
- 4.2. Subject to any non-excludable legislation, we do not warrant that the System will function correctly or at all, be operational and/or free of interruptions, delays, faults, computer viruses or other harmful components. You will not be entitled to damages or compensation as a result of any such defect in the System.
- 4.3. You must use whatever virus protection measures You consider appropriate. You will not be entitled to damages or compensation for any loss or damage caused to You or Your business caused by or resulting from any viruses in the System.
- 4.4. So long as You are not in default under this Agreement, We will make all updates to the System available to You by posting the updates to the System.
- 4.5. You must use the System on computer systems or networks that meet the type and specifications recommended by us, to enable the System to function properly.

4.6. We may provide some helpdesk support during Our usual business hours. We do not warrant that helpdesk support will be available at any particular time or at all.

## 5. **Intellectual Property**

5.1. You acknowledge and agree that:

5.1.1. all the Intellectual Property (in both printed and electronic form) belongs to the Us or Our third party supplier;

5.1.2. You do not acquire any Intellectual Property Rights or proprietary interest in the Intellectual Property or copies of it under this Agreement;

5.1.3. you are not entitled to any source code for any software included in the System; and

5.1.4. you may not use any Materials or images from the System, including but not limited to the wheel design and calculator pages, on Your website or on any of Your marketing, promotion materials or other documents without prior written approval from Us. We may revoke such approval, in whole or in part, at any time at Our discretion.

5.2. You must not, except in accordance with this Agreement or as permitted by non-excludable legislation:

5.2.1. copy, modify, adapt, translate, reverse engineer, re-engineer, decompile, disassemble or create derivative works based on the System;

5.2.2. reproduce, re-transmit, distribute, disseminate, sell, publish, broadcast or circulate any Materials or copies of them to any third party;

5.2.3. use the System in any way that infringes Our Intellectual Property Rights or proprietary interest or that of any of Our third party suppliers;

5.2.4. remove or obscure any Intellectual Property notices, disclaimer notices or other notices contained on the Materials;

5.2.5. create independently searchable databases of any of the Materials;

5.2.6. merge any of the Materials with any other database or use server or browser software provided with the Materials separately from the Materials; and/or

5.2.7. to the extent to which the Materials made available to You contain software, applications, information, databases and/or other property not the subject of this Agreement, use or reproduce those things.

## 6. **Suspension of Access to the System**

6.1. You acknowledge that We may, at any time, monitor Your use of the System to ensure that such use is consistent with this Agreement.

6.2. We may at any time suspend or discontinue Your access to or use of the System without notice if You do not comply with any of Your obligations under this Agreement. If You rectify such non-compliance then We may but are not obliged to remove such suspension or discontinuance.

## 7. **Term and Termination**

7.1. This Agreement commences on the Commencement Date and will continue for the Initial Period. After the Initial Period, this Agreement will automatically continue unless it has been validly terminated by You or by Us.

7.2. We may at any time immediately terminate this agreement if any of the following events happens:

7.2.1. You become insolvent;

7.2.2. You sign, transfer or part with possession of any material undertaking or assets otherwise than in the ordinary course of Your business without Our prior written consent; or

7.2.3. there is a Change in control of You without Our prior written consent.

- 7.3. We may also at any time immediately terminate this Agreement by giving written notice in any of the following events:
- 7.3.1. You, an Authorised User or Support Person breaches clause 1.8 of this Agreement;
  - 7.3.2. You default in payment of the Fees and such default is not remedied within 10 days after We give written notice to You to remedy the default;
  - 7.3.3. You, an Authorised User or a Support Person breaches or fails to observe any essential or non-essential term of this Agreement and such breach or non-observance is not remedied or rectified within 7 days after We give written notice to You to remedy or rectify the breach or non-observance; and/or
  - 7.3.4. Your business is conducted in a manner which, in Our reasonable opinion, is unacceptable to Us and such conduct is not rectified within 15 days after We give written notice to You to remedy or rectify the conduct.
- 7.4. We or You may, at any time after the Initial Period, terminate this Agreement by giving the other party at least 3 months written notice.
- 7.5. On termination of this Agreement for any reason, You will have no further rights to access or use the System or Our Intellectual Property.
- 7.6. On termination of this Agreement for any reason, You must immediately:
- 7.6.1. cease using the System and refrain from using any of the Intellectual Property;
  - 7.6.2. pay all outstanding Fees;
  - 7.6.3. at Your own expense, return or destroy all Confidential Information, technical manuals, advertising materials and brochures in respect of Intellectual Property and trade secrets in Your possession or under Your control, and all copies of them;
  - 7.6.4. at Your own expense, delete and completely remove or cause to be removed, all Our advertising, marketing materials, brochures and corporate livery, logos, symbols and other representation of Ours that in any way suggest that You are connected to Us, from Your brochures, promotion materials, websites, products and premises;
  - 7.6.5. not act in any way that would lead the public to believe that You are connected with Our business; and
  - 7.6.6. discontinue using Our name in Your company name or business name and change Your company name or business name to another name not incorporating any of the words in Our name. You must at Your own expense cause such change of name to be registered in the records of ASIC by filing the appropriate notice within 7 days of termination of this Agreement.
- 7.7. You remain the owner of Your clients' Stored Data. In the event of termination of this Agreement, We will deliver a copy of Your clients' Stored Data to You if You request Us to do so in writing within 30 days of termination of this Agreement, but only if all outstanding invoices due to Us have been paid. We may request You to pay a fee for extracting the Stored Data from Our System and delivering it to You in a machine readable format. If Our outstanding invoices have not been paid and/or You have not requested Us for a copy of Your clients' Stored Data within 30 days of termination of this Agreement, we will delete Your clients' Stored Data from the System after 30 days of termination of this Agreement.
- 7.8. Termination of this Agreement will not affect any accrued rights or remedies that a party may have.

## 8. **Warranties**

- 8.1. We make no representations or warranties, express or implied, in respect of the System, including but not limited to the fact that the System is fit for any purpose, irrespective whether or not any purpose is communicated to Us by You.

- 8.2. You acknowledge that the System is provided on an “as is” and “as available” basis, and that We make no express warranties, including but not limited to the fact that that the System is or will be complete or free from errors or that the System is kept up-to-date.
- 8.3. You warrant that you have not relied on any representation made by Us which has not been expressly stated in this Agreement.

9. **Limitation of Liability**

- 9.1. Nothing in this Agreement excludes, restricts or modifies any condition, warranty or liability which may at any time be implied by any applicable law (including but not limited to the *Competition and Consumer Act 2010* (Cth)) where to do so is illegal or would render any provision of this Agreement void.
- 9.2. Subject to clause 9.1, all express and implied conditions or warranties, statutory or otherwise in relation to this Agreement are expressly negated and excluded.
- 9.3. You agree that We will not be liable for any damage or loss of any kind (including but not limited to Excluded Loss or Damage) arising out of this Agreement, tort, statute or otherwise, whether arising from an act, omission or failure (and whether negligent or not) by Us or any of Our Associated Persons or otherwise.
- 9.4. If We should be liable for breach of a condition or warranty, either express or implied, in relation to the System, We may, at Our discretion, limit Our liability to:
  - 9.4.1. replacing the Materials;
  - 9.4.2. supplying the service again; or
  - 9.4.3. paying the cost of replacing the Materials or supplying the service again, in relation to which the breach occurred.
- 9.5. Subject to clause 9.1, Our maximum aggregated liability to You for a breach of any condition or warranty, either express or implied, will be limited to an amount equal to the Fees paid by You in the 12 months period immediately preceding the date that Your claim arose, calculated on a pro rata basis.
- 9.6. To the maximum extent permitted by law, neither We nor any of Our Associated Persons will be liable for any loss, injury, claim, liability, damages or any kind (including but not limited to Excluded Loss or Damage) resulting in any way from:
  - 9.6.1. any errors in or omissions from the System;
  - 9.6.2. the unavailability or interruption to the supply of or access to the System;
  - 9.6.3. Your use or misuse of the System (regardless of whether or not You have received any assistance Us or any of Our Associated Persons in using or misusing the System);
  - 9.6.4. Your use of any equipment in connection with the System;
  - 9.6.5. the content of the System;
  - 9.6.6. any delay or failure in performance beyond Our reasonable control or the control of any of Our Associated Persons; or
  - 9.6.7. any negligence of Us or any of Our Associated Persons in connection with the performance under this Agreement.
- 9.7. Our liability is reduced and to be apportioned to the extent that You caused or contributed to that loss or damage.
- 9.8. Neither We nor You will be liable for any delay or failure to perform an obligation under this Agreement, if such delay or failure is due to Force Majeure. The performance of the obligation will be suspended for the duration of the circumstances giving rise to the Force Majeure. If the performance is

suspended for more than 60 days, We or You may terminate this Agreement by giving written notice to the other party.

10. **Indemnity**

To the extent permitted by law, You indemnify Us and each of Our Associated Persons and will continue to keep Us and each of Our Associated Persons indemnified from and against all claims, costs, damages and loss (including all Excluded Loss or Damage) suffered or incurred by Us or any of Our Associated Persons arising from Your breach of any of provisions in the Agreement, Your use of the System or Your breach of any third party right.

11. **Privacy**

11.1. You and We agree to comply with the Privacy Act 1988 (Cth) and any privacy policy of Ours, from time to time. A copy of Our privacy policy can be found on Our Website at: [www.AstuteWheel.com.au](http://www.AstuteWheel.com.au).

11.2. You agree to give us any assistance We reasonably require to enable Us to comply with Our obligations under the *Privacy Act 1988* (Cth).

11.3. You acknowledge that we may collect Your and Your clients' personal information.

11.4. You may only disclose Your client's personal information to Us if:

11.4.1. You are authorised by Your client to collect and disclose Your client's personal information to third parties such as Us; and

11.4.2. You have informed Your client that in order to provide services to them, You may disclose their personal information to a third party such as Us.

12. **Confidential Information**

12.1. You acknowledge that You may have access to Our Confidential Information and agree to prevent the unauthorised disclosure of Our Confidential Information to any other person.

12.2. Except where prescribed by law, You will not use or reveal any of Our Confidential Information and must keep with complete secrecy all of Our Confidential Information obtained by You. You must not, appropriate, copy, memorise or in any other manner reproduce or reverse engineer any of Our Confidential Information.

12.3. You will return all of Our Confidential Information in whatever form in Your possession or control on request by Us at Your own expense.

12.4. The restrictions contained in this clause continue to apply after the termination of this Agreement for any reason and without limitation in time.

13. **Notices**

13.1. Any notice given under this Agreement must be:

13.1.1. in writing or electronic form and signed by a person duly authorised by the sender; and

13.1.2. delivered personally, emailed to the recipient's email address or posted by prepaid post addressed to the party's address last notified to the other party.

13.2. Any notice given by post is deemed to have been duly given at the time when it would in the ordinary course of post be delivered.

13.3. Despite anything to the contrary contained in this Agreement, if a notice is sent by email transmission, it will be deemed to be duly given when the transmission has been completed except where:

13.3.1. the sender's computer indicates a malfunction in transmission or the sender receives a non-delivery notice or the recipient notifies the sender that the recipient is "out-of-office", in which case the email transmission will be deemed not to have been given; or

13.3.2. delivery or dispatch occurs on a day on which business is not generally carried on in the place to which such notice is sent or is later than 5pm (recipient's local time), the notice will be

deemed to have been given at the commencement of business on the next business day in that place; or

13.3.3. there is a notification to the sender of a delay in delivery to the recipient, in which case the communication is given when it is delivered to the recipient.

#### 14. **General**

14.1. You may not assign or otherwise transfer Your rights under this Agreement or delegate any of Your duties under this Agreement without Our prior written consent which will be at Our absolute discretion.

14.2. You acknowledge that the provision of the System by Us does not constitute legal or financial advice and is not suitable to be acted upon as legal or financial advice. You acknowledge that if You provide a copy of any of the content from the System to Your client or any unauthorised third party, You do so entirely at Your own risk.

14.3. All amounts payable have been calculated exclusive of GST, if any. You and We will comply with the obligations under the GST Law when calculating the amount of any payment. Where the supply is a taxable supply, all amounts payable or other consideration provided must be increased by the amount of GST payable in relation to the supply.

14.4. Your relationship with us is that of independent contractor. Neither You nor We have (and will not represent that it has) any authority to create any obligation, express or implied, on behalf of the other party other than as authorised under this Agreement. This Agreement must not be construed as constituting a legal partnership or a relationship of employer and employee.

14.5. This Agreement may be amended or modified at any time by Us by notification on Our Website or notification by email to You.

14.6. This Agreement is governed by the laws of the State of New South Wales, Australia and each party submits to the non-exclusive jurisdiction of arbitration tribunals and courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those tribunals and courts, for any proceedings in connection with this Agreement, and waives any right it might have to claim that those tribunals or courts are an inconvenient forum.

14.7. Any dispute arising out of or relating to this Agreement where You and We fail to reach an amicable resolution of the dispute, will, if You and We agree in writing, be submitted to arbitration in accordance with and subject to the Rules for the Conduct of Commercial Arbitration of the Institute of Arbitrators, Australia. The *Commercial Arbitration Act 1984* (NSW) will govern any arbitration.

14.8. If any provision of this Agreement is invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.

14.9. We may sub-contract or outsource the performance of any part of this Agreement in Our sole discretion.

14.10. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all previous communications and agreement, whether oral or written, between You and Us.

14.11. No delay or failure to take action under this Agreement will constitute a waiver of any of the rights to require such due and punctual fulfilment of any other obligations under this Agreement, or a waiver of any remedy the party might have under this Agreement.

#### 15. **Interpretation**

15.1. If You have an obligation to do or refrain from doing something then You must ensure that Your Authorised Users and Support Persons also comply with the obligation.

15.2. Words importing the singular number include the plural number and vice versa.

15.3. Reference to any particular gender includes all other genders.

15.4. Agreements by two or more persons or parties will bind them individually and together.

- 15.5. The word “person” includes a corporation.  
15.6. Headings are inserted for each of reference only.

16. **Definitions**

In this Agreement:

“Associated Persons” means directors, officers, employees, agents, successors, assigns and/or independent contractors.

“Agreement” means this subscription agreement.

“Authorised User” means only those people expressly nominated as Authorised Users in the Schedule each of whom must at all relevant times be listed as an Authorised User in the Schedule.

“Change in Control” of You means that there is such a change in Your shareholders or in the composition of Your board of directors which, in Our reasonable opinion, has the effect of taking control of You away from Your existing board of directors or puts You under the control, direct or indirect, of persons or companies different from those in control at the date of this Licence Agreement and the date of which You last consented in writing to particular changes in the shareholders or board of directors, whichever is the latter.

“Commencement Date” means the day that you accept this Agreement.

“Confidential Information” means all information or data made available to You by Us, whether or not in a material form, including but not limited to:

16.1. all business information, documents, records, financial information, reports, product specifications, server specifications and technical information which relate to Us or any of Our Associated Persons or Our business, products or processes; and

16.2. all Our Intellectual Property,

but does not include information that:

16.3. is or becomes part of the public domain other than by a breach by You of this Agreement;

16.4. is lawfully obtained by You from another person without any restriction as to use and disclosure; or

16.5. is in Your possession prior to disclosure to it.

“Due Date” is the period specified by Us for payment of an invoice or performance of an obligation by You.

“Excluded Loss or Damage” means any:

16.6. loss of profit, revenue (including anticipated revenue), use, product or production (including delayed, postponed, interrupted or deferred production and/or inability to produce, deliver or process), bargain, contract, expectation or opportunity, access to markets, goodwill and/or business reputation including future reputation even if such loss is a direct loss or a loss that flows naturally from the relevant breach;

16.7. reinstallation or removal costs;

16.8. indirect loss;

16.9. loss consequential on other loss;

16.10. remote or unforeseeable loss or damage;

16.11. liquidated sums including liquidated damages, penalties, losses or damages arising under any contracts or agreements other than this Agreement;

16.12. kind of loss or damage considered other than loss arising in usual course of things; and

16.13. any similar loss or damage, whether or not in the reasonable contemplation of the Parties at the time of execution of this Agreement,

and in each case arising from or in connection with the performance of this Agreement, whether arising from a breach of contract or tort (including negligence) or under any statute or any other basis, in law or equity, and whether or not foreseeable by the Parties at the time of entering into this Agreement.

“Fees” means the fees payable by You from time to time for access to the System.



“Fee Schedule” means Our current fees from time to time accessible at Our Website.

“Force Majeure” means any matter or thing beyond the reasonable control of a Party including, but not limited to:

- 16.14. acts of God or a public enemy;
- 16.15. labour disputes, transportation failures or delays, shortage of materials;
- 16.16. breakdowns in computer facilities, telecommunication delays or malfunctions; and
- 16.17. the acts, rules, regulations, orders or directives of any governmental body (including any government agency or division of any such agency) whether valid or not

“GST” means the goods and services tax as imposed by the GST Law together with any related interest, penalties, fines or other charge.

“GST Law” has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999*, or if that Act does not exist for any reason means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

“Initial Period” means the period set out in the Schedule, calculated from the Commencement Date.

“Intellectual Property” means all of the intellectual property relating to the Materials, the Tools and the System and includes, among other things:

- 16.18. all source codes, object codes, commands, algorithms, formulae, functions and variables in all scripts and programs comprising, contained in or prepared for all and any of the computer software programs relating to the System;
- 16.19. all formulae, calculations, equations, algorithms, mathematical determinations, inductions and any related know-how relating to the System;
- 16.20. all Our inventions, discoveries, copyright, trade mark rights, patent rights and design rights, if any, and any other intellectual property subsisting in the System; and
- 16.21. all confidential information relating to the System including all systems, processes, procedures, software and databases.

“Intellectual Property Rights” means all intellectual property rights and interests, whether registered or unregistered relating to the Intellectual Property, including but not limited to:

- 16.22. patents, copyright, trade marks, service marks, designs, logos, trade names, discoveries, inventions, innovations, improvements, semiconductor, circuit and electronic layout rights;
- 16.23. all rights subsisting in trade secrets, financial, marketing or technical information, ideas, concepts, know-how, technology, processes and knowledge which is confidential or of a commercially sensitive nature;
- 16.24. all other intellectual property rights as defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of 14 July 1967 (as amended from time to time); and
- 16.25. any application or right to apply for registration in respect of any of the rights described in paragraphs 16.22, 16.23 and 16.24 of this definition,

relating to the Intellectual Property.

“Materials” means all the modelling, educational and marketing tools and facilities appearing on or imbedded in the Tools including but not limited to the wheel design, the fact sheet, the calculators, the e-commerce component, the summary page and other facilities from time to time.

“Schedule” means the Party Details and Product Schedule to this Agreement.

“Stored Data” means:

- 16.26. the data that Your client has entered into the “About You” data form in the System; and
- 16.27. client questionnaires or file notes that have been saved in the database, if any.

“Subscriber” means the Subscriber set out in the Schedule.

“Support Person” means Your employees, support staff or other person who assists the Authorised User.

“System” means those parts of the Website, Tools and Materials that You have subscribed to from time to time, and any of them separately.

“Term” means the term of this Agreement.

“Tools” means the Software tools for use by financial planners, risk writers, estate planners and other service professionals to look after and manage the financial and wealth creation needs of their clients and includes Astute Wheel Products listed in the Astute Wheel Products and Pricing Matrix in the Schedule, as well as any further products developed by Astute Wealth from time to time, and those of the modules that You have subscribed to and are available on the Website from time to time.

“We or Us” means Astute Wealth Advice Pty Ltd ACN 150 511 194 and its successors, assigns and any of its associated entities as defined in the *Corporations Act 2001* (Cth), and “Our” has a corresponding meaning.

“Website” means the websites located at [www.astutewheel.com.au](http://www.astutewheel.com.au) and [www.astuteestate.com.au](http://www.astuteestate.com.au) and any of Our related websites.

“You” means the Subscriber as set out in the Schedule to this Agreement and, where the context permits includes an Authorised User, and its successor and assigns, and “Your” has a corresponding meaning.