



Starblue Consultancy

Thoroughbred Investment Advisors

Terms of Use & Conditions

1) **General Terms:** starblueconsultancy.com is operated by Starblue Consultancy (hereinafter “we”, “us” or “our”) a member of the Starblue Consultancy Company. Set out below are the general terms and conditions of sale (“terms and conditions”) that will apply to purchases of our products (“product” or “products”) facilitated by Starblue Consultancy. We may update these terms and conditions from time to time. Your acceptance of these terms and conditions will be sought prior to confirming your order. Please note you cannot use this site if you are under 18.

2) **Terms of Use:** By accessing, browsing, and/or using this website you agree to these Terms and Conditions of Use (“Terms and Conditions”) and to use the site in accordance with all applicable laws. If you do not so agree, then you must cease use of this website. In the following Terms and Conditions: Reference to “Starblue Consultancy” Disclaimer The content, products and services available on our website are provided on an "as is" basis. Starblue Consultancy does not represent that the information contained in this website is accurate, comprehensive, verified, complete or error free.

3) **Limitation of Liability:** To the fullest extent permitted by law, Starblue Consultancy excludes all liability, howsoever arising, whether in contract, tort (including negligence), pursuant to statute or otherwise for any and all loss or damage, (including, without limitation, indirect or consequential losses, loss of profit, loss of goodwill, loss of data or special loss), suffered by you or any third party, arising out of or in connection with your inability to use or the performance of this website, even if Starblue Consultancy has been advised of the possibility of such loss or damage. If, notwithstanding the foregoing, Starblue Consultancy is liable for any loss or damage, to the extent that it can, Starblue Consultancy limits its liability to the resupply of relevant material or information.

4) **Intellectual Property:** This website and the contents and material on this website, is the exclusive property of Starblue Consultancy. Starblue Consultancy own various intellectual property including copyright, trademarks and designs in this website, its contents and material. That intellectual property remains the property of its owners and all rights in and to it, are reserved. This website and the content and material on this website may not be reproduced, distributed, published, transmitted, modified, sold, used for the creation of derivative works or otherwise appropriated in any manner, whether in whole or part, unless use is: i) otherwise permitted by these Terms and Conditions; ii) with our express, prior, written consent. You may display, copy, download and distribute content and material made available on this website for your personal, non-commercial use, provided that you do not modify the content and material and you retain all copyright, trademark and proprietary notices.

5) **Trademarks and Designs:** The images, logos, Marketing brochures and names on this website which identify Starblue Consultancy, are exclusive proprietary marks of Starblue Consultancy. All rights are reserved.

6) **Changes of Terms:** We reserve the right to change these Terms and Conditions at any time by posting changes on the website. Your continued use of the website after any such change will be deemed acceptance of the changed Terms and Conditions.

7) **Links:** You must not link your website to this website without our prior express written consent. If you would like to link to this site, please email us at admin@starblueconsultancy.com

8) **Restricted use:** You must not use this website to post or transmit: (a) any information or materials which breach any laws or regulations, infringe a third party's rights, or are contrary to any relevant standards or codes; or (b) any unlawful, threatening, defamatory, obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings.

9) **Jurisdiction:** These Terms and Conditions will be governed by and construed in accordance with the laws of Victoria, Australia

10) **Other Terms:** If any part of these Terms and Conditions is found to be unenforceable, such part shall be deemed not to form part of these Terms and Conditions but the enforceability of the remainder of these Terms and Conditions shall not be effected. You may not assign or transfer your rights or benefits under these Terms and Conditions without the express prior written consent of Starblue Consultancy. If Starblue Consultancy does not act in relation to a breach by you of these Terms and Conditions, it does not thereby waive its rights to act with respect to subsequent or similar breaches. Use of this website is subject to Starblue Consultancy's Privacy Policy.

11) **Payments:** All prices quoted are in Australian Dollars (AU\$) exclusive of Australian GST. We accept American Express, Visa, MasterCard, Union Pay, PayPal, Alipay and Wechat Pay payments. Payment by bank transfer may be arranged by contacting your local Associate. All products remain the property of Starblue Consultancy until full payment for your order is received. Once full payment is received, you will own the product. We retain the right to delay and/or cancel an order if fraudulent activity is suspected.

12) **Privacy Policy:**

INTRODUCTION

Starblue Consultancy understands that your privacy is paramount, and we are committed to protecting your privacy. This policy sets out how we handle information about you. If, notwithstanding the foregoing, Starblue Consultancy is liable for any loss or damage, to the extent that it can, Starblue Consultancy limits its liability to the resupply of relevant material or information.

COLLECTION OF PERSONAL INFORMATION

We may collect personal information from you when you • subscribe to receive our updates and news

- buy products from us, whether online or in person
- request to receive copies of marketing materials, such as brochures
- interact with our sales staff

When you buy any products or services from us, we will collect the personal information you provide to us during the ordering process or during the purchase. Such personal information may include details such as your name, phone number, email address, credit card number, expiry date, bank details and billing address. We may also keep any communications you have with us, such as special requests or

requests for information. There may be occasions when we collect information about you from a third party, for example where they purchase products on your behalf. In such instances, we will determine whether we would have been entitled to collect such information from you and to the extent we would not have been entitled to do so, we will destroy or de-identify such information as soon as reasonably practical. In some instances, personal information we collect (including that referred to in section 3 below) may be collected by third party contractors on our behalf. You may deal with us anonymously or using a pseudonym for certain interactions. However, if you purchase any products from us, we require that you provide us with accurate details relevant to the purchase. If you do not provide us with your personal information, we may not be able to provide you with our products. Unless you notify us otherwise, we will assume that you have consented to the collection of all information which is provided to us for use in accordance with this Privacy Policy.

USING YOUR PERSONAL INFORMATION

Starblue Consultancy only uses personal information for the purpose for which it was collected, for related purposes which we consider come within your personal expectations, or as permitted or required by law. In particular, the personal information that we collect is generally used to provide products or services to you. Personal information may also be used for the following purposes:

- to provide you with information in relation to the products and services that we provide
- to communicate with you about your purchase or customer service needs
- to respond to your questions or suggestions
- to improve the quality of our products or services; or as notified to you at the time the information is collected. We may contact you from time to time for marketing or promotional purposes, including to provide you with information in relation to the services of our related entities and third parties where we believe they meet the high standards associated with our products. If you would rather not receive any marketing or promotional material from us, you may opt out by notifying us.

SHARING YOUR PERSONAL INFORMATION

We may disclose your personal information to other related entities within our corporate group for our own business purposes. We may disclose personal information to third party professionals, who help us deliver our products and services to you. Some of these third parties could be located overseas. Where personal information is shared with these third parties, we will take all reasonable steps to ensure that third parties observe the confidential nature of such information and are prohibited from using any or all of this information beyond what is necessary to assist us. We may also disclose your personal information as permitted or required by law.

ACCESSING YOUR PERSONAL INFORMATION

You may contact us to request access to the personal information we hold about you, including for the purpose of correcting or updating that information. If you require access to your personal information, please contact us.

PROTECTING YOUR PERSONAL INFORMATION

Starblue Consultancy is committed to protecting your personal information. We take appropriate security measures to protect your personal information from misuse, interference, or loss, and from unauthorised access, modification, or disclosure. This includes the use of technologies and processes such as access control procedures, network firewalls, encryption, and physical security to protect the privacy of your personal information.

13) **Change of Policy:** We may modify or amend this Privacy Policy from time to time. We will display a notice on our website for a reasonable period after any such revisions have been made. We will keep the current version of this Privacy Policy on our website

14) **Contact Information:** If you have any queries or complaints with regards to our products, services, use or management of your personal information, please contact us. admin@starblueconsultancy.com If you make a complaint, we will endeavour to respond to it as soon as possible. If you are dissatisfied with our response, you have the right to make a complaint to the Office of the Australian Information Commissioner by phoning 1300 363 992 or by email at enquiries@oaic.gov.au



ABN: 35 396 752 055