



ACN: 700 073 481 • ABN: 14 700 073 481

WEBSITE TERMS & CONDITIONS

Version 2.0 • Effective: August 2026 • Last Reviewed: August 2026

1. Acceptance of Terms

By accessing or using the Higala Co. website located at www.higalaco.com.au ('the Website'), you agree to be bound by these Website Terms and Conditions ('Terms'). If you do not agree to these Terms, please do not use the Website.

These Terms apply to all visitors, users, and others who access or use the Website. Higala Co. Pty Ltd (ACN: 700 073 481, ABN: 14 700 073 481) ('we', 'us', 'our') reserves the right to update or modify these Terms at any time without prior notice. Your continued use of the Website following any changes constitutes your acceptance of the revised Terms.

Note: These Terms govern use of the Website only. Separate agreements govern client service engagements and offshore staff arrangements.

2. About the Website

The Website provides information about Higala Co.'s offshore staff support services, including but not limited to:

- NDIS Scheduling;
- Virtual Assistant Services;
- Operational & Administrative Support;
- Website Creation & Project Management;
- Customer Service & Tech Support;
- Appointment Setting;
- Bookkeeping;
- Dedicated Staff Scaling.

The content on the Website is provided for general information purposes only. Nothing on the Website constitutes a binding offer or guarantee of service outcomes. Enquiries submitted through the Website do not create a contractual relationship until a formal service agreement has been entered into.

3. Permitted Use of the Website

You may use the Website only for lawful purposes and in a manner consistent with these Terms. You must not:

- Use the Website in any way that breaches any applicable local, national, or international law or regulation;
- Use the Website to transmit unsolicited or unauthorised advertising or promotional material;
- Attempt to gain unauthorised access to any part of the Website, its server, or any connected systems;
- Introduce viruses, trojans, worms, or other malicious or harmful material to the Website;
- Scrape, harvest, or collect data from the Website without our express written consent;

- Use the Website in any manner that could damage, disable, or impair its functionality or interfere with other users' access.

We reserve the right to restrict or terminate access to the Website for any user who breaches these Terms.

4. Intellectual Property

4.1 Ownership

All content on the Website, including but not limited to text, graphics, logos, images, icons, videos, audio clips, data compilations, and software, is the property of Higala Co. Pty Ltd or its content suppliers and is protected by Australian and international copyright, trademark, and other intellectual property laws.

4.2 Restrictions

You must not, without our prior written permission:

- Copy, reproduce, republish, upload, post, transmit, or distribute any content from the Website;
- Modify or create derivative works based on Website content;
- Use any Higala Co. branding, trade marks, or logos for commercial purposes;
- Frame or mirror any part of the Website on any other website or platform.

4.3 Limited Licence

We grant you a limited, non-exclusive, non-transferable licence to access and use the Website for your own personal or internal business evaluation purposes only. This licence does not include any right to resell or commercially exploit the Website or its content.

4.4 User-Submitted Content

If you submit any content to us through the Website (e.g. via an enquiry or contact form), you grant Higala Co. a non-exclusive, royalty-free licence to use, reproduce, and display that content solely for the purpose of responding to your enquiry or improving our services. You warrant that any content you submit does not infringe the intellectual property rights of any third party.

5. Confidentiality

5.1 Our Obligations

Any information you share with us through the Website — including business requirements, operational details, or contact information — will be treated as confidential and used only for the purpose for which it was provided. We will not disclose your confidential information to third parties except as required by law or with your prior consent.

5.2 Your Obligations

If, through use of the Website or in the course of any discussions with us, you receive or become aware of any information that is clearly of a confidential or proprietary nature relating to Higala Co., its clients, or its offshore staff, you agree to:

- Keep such information strictly confidential;
- Not disclose it to any third party without our prior written consent;
- Use it only for the purpose for which it was shared.

5.3 Exclusions

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was already known to the receiving party prior to disclosure; or (c) is required to be disclosed by law or a regulatory authority.

6. Limitation of Liability

6.1 Website Accuracy

While we make every effort to ensure the accuracy and currency of information on the Website, we do not warrant that the Website or its content is free from errors, omissions, or inaccuracies. The Website is provided on an 'as is' and 'as available' basis without warranties of any kind, either express or implied.

6.2 Exclusion of Liability

To the fullest extent permitted by law, Higala Co. excludes all liability for any loss or damage — whether direct, indirect, incidental, consequential, or otherwise — arising from:

- Your use of, or inability to use, the Website;
- Any reliance placed on information or content published on the Website;
- Unauthorised access to or alteration of your transmissions or data;
- Any bugs, viruses, or other harmful code that may be transmitted to or through the Website by any third party;
- Any errors or omissions in Website content.

6.3 Consumer Law

Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition, implied or imposed by the Australian Consumer Law which cannot lawfully be excluded or limited. Where liability cannot be excluded, our liability is limited to the fullest extent permitted by law.

6.4 Third-Party Links

The Website may contain links to third-party websites. These links are provided for your convenience only. We have no control over the content of those sites and accept no responsibility for them or for any loss or damage that may arise from your use of them.

7. Privacy

Your use of the Website is also governed by our Privacy Policy, available at www.higalaco.com.au/privacy-policy. By using the Website, you consent to the collection and use of your personal information in accordance with that policy.

8. Cookies

The Website uses cookies to enhance your browsing experience and analyse site usage. By continuing to use the Website, you consent to our use of cookies in accordance with our Privacy Policy. You may disable cookies through your browser settings, though this may affect certain Website functionality.

9. Governing Law & Jurisdiction

These Terms are governed by and construed in accordance with the laws of Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts of Queensland for the resolution of any disputes arising out of or in connection with these Terms or your use of the Website.

10. Changes to These Terms

We may update these Terms from time to time to reflect changes to our Website, services, or applicable law. The updated Terms will be posted on this page with a revised effective date. We encourage you to review these Terms periodically. Your continued use of the Website after any changes are posted constitutes your acceptance of the updated Terms.



11. Contact Us

If you have any questions about these Terms, please contact us:

Higala Co. Pty Ltd

ACN: 700 073 481

ABN: 14 700 073 481

Website: www.higalaco.com.au

Email: info@higalaco.com.au

Contact Page: www.higalaco.com.au/contact-us/

These Terms & Conditions are reviewed annually and updated as required.

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