



## **Website & Related Services**

# **Terms of Use, Permissions, Disclaimers and General Terms & Conditions**

These Services Terms and Conditions (Website Terms of Use) apply to every client, individual or entity who uses our information, documents, software, and any other products and/or services that we provide, including legal documents (together referred to as “Services”). Please read these Website Terms of Use carefully. By using our Services, including by purchasing any item, you agree to comply with and be bound by our Website Terms of Use.

The terms “us”, “our” or “we” refers to the company operating this Site. The terms “you” or “your” refers to the Site user, collectively referred to as “the Parties” or each a “Party”. Our Terms and Conditions, Privacy Policy and Website Terms of Use (available on our Site) govern the relationship between us and you in connection with the use of our Site and Services.

In using our Services, you warrant that you have had sufficient opportunity to access these Terms and Conditions and contact us, and that you have read, accepted and will comply with our Terms and Conditions, and that you are 18 years or older. If you do not agree to these Terms and Conditions, do not use our Site and/or Services.

### **Legal Relationship**

Global Legal Group operates the Site and owns the documents, software and intellectual property which can be accessed through the Site. By accessing the Site, downloading documents on it or using any of our Services, you are entering into an agreement Global Legal Group. You have no legal relationship with Goldman & Co Lawyers Pty Limited unless and until a retainer agreement for the provision of legal services is entered into with Goldman & Co Lawyers Pty Limited, their assigns or nominees.

### **Online Documents**

Visitors may download certain documents from our Site (Documents), free of charge or for a fee, as stated on our Site.

Use of the Documents is affected by factors outside of our control, including the software on your computer.

### **Legal Advice and Services**

Global Legal Group (GLG) do not provide legal advice and services in Australia. You agree that GLG is a referrer only, putting you in touch with a lawyer who consults to GLG. Legal advice and services are provided by Goldman & Co Lawyers Pty Limited and/or our network of solicitors, barristers, trademark consultants, patent attorneys and other specialists, if and when you engage one of them to provide legal advice and services to you. If you engage one of them, please see the Costs Agreement and Terms, or the relevant Consultant’s Terms and Conditions for the terms and conditions that apply to their relationship with you. By using their services, you agree to be bound by their terms.

### **General Prices and Payment**

Any payments for legal services made through the website are made to Goldman & Co Lawyers Pty Limited. Your solicitor/client relationship is solely with Goldman & Co Lawyers Pty Limited or the Consultant who assists you, not with Global Legal Group.

All prices displayed are in Australian Dollars and are exclusive of GST unless otherwise stated. Our prices and payment methods may be amended from time to time in our discretion.

### **Restricted Use**

You acknowledge and agree that:

- (a) the Site contains Documents which are licensed to us;
- (b) you are only permitted to use the Documents in the manner set out in these Terms and Conditions; and
- (c) copyright in the Documents belongs to Global Legal Group and they make Documents available to you as set out in these Terms and Conditions.

Once you have downloaded a Document you are permitted to:

- (a) download, save and amend the Document;
- (b) supply the Document to a lawyer for review and amendment; and
- (c) re-use the Document for your personal use or for the purposes of your business.

You agree not to:

- (a) use the Site or Services for unauthorised or unlawful purposes (unauthorised use of the Site and any of our Services may be a criminal offence and/or give rise to a claim for damages);
- (b) re-sell any Documents you have gained access to on this Site, which includes any Documents you have bought either on a per document basis or through a subscription;
- (c) re-sell or attempt to benefit in a commercial fashion from any of the content available on the Site;
- (d) post anything on the Site that is illegal, inappropriate, profane, obscene, defamatory, knowingly false and/or infringes copyright;
- (e) conduct surveys, contests, pyramid schemes or chain letters on the Site;
- (f) introduce any form of malicious software into the Site or Services; or
- (g) collect information about others on the Site without their consent.

You are not permitted to copy, reproduce, transmit electronically or otherwise use the Documents in whole or in part in order to re-sell them in any manner, whether in original form or amended in any way. The only exception to this is in relation to lawyers who have registered with us and requested and received written permission (including by email) to use the Documents as precedents.

#### **Restricting Access**

We reserve the right to restrict or terminate your access to our Site and any of our Services at any time without notice.

#### **Competitors**

Competitors, including companies offering online legal services, introductions or documents of any kind, are not permitted to access or use any Information or Documents accessible on our sites and are not permitted to use our Site.

#### **Cancellation by Us**

Should we deem that you are acting contrary to the spirit of the Site, potentially using our Services for commercial gain, or in a manner which could damage our business and repute, we reserve the right to exclude you from the Site.

#### **Intellectual Property and Moral Rights**

You agree to provide information including Intellectual Property to us to enable us to provide the Services.

You:

- (a) warrant that you have all necessary rights to provide the Intellectual Property to us;
- (b) grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use the Intellectual Property in any way we require to provide the Services to you; and
- (c) consent to any act or omission which would otherwise constitute an infringement of your Moral Rights.

If you (or any employee or agent) have Moral Rights in any Intellectual Property that you provide to us, you:

- (a) irrevocably consent to any amendment of the Intellectual Property in any manner by us for the purposes of providing Services to you;
- (b) irrevocably consent to us using or applying the Intellectual Property for the purposes of providing Services to you without any attribution of authorship;
- (c) agree that your consent extends to acts and omissions of any of our licensees and successors in title; and
- (d) agree that your consent is a genuine consent under the Copyright Act 1968 (Cth) and has not been induced by duress or any false or misleading statement.

### Personal and Confidential Information

You consent to us providing information, including personal information and Confidential Information, to (i) our related bodies corporate, to provide information, products and services to you, and to (ii) third parties, including, agents, contractors and sub-contractors, insurance brokers and specialist lawyers who assist us in providing information, products and services to you.

We and you, including employees and contractors, agree not to disclose Confidential Information to additional third parties; to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; and only to use your Confidential Information for the purpose for which it was disclosed by you and not for any other purpose.

These obligations do not apply to Confidential Information that:

- is authorised to be disclosed;
- is in the public domain and/or is no longer confidential, except as a result of breach of these Terms and Conditions;
- is received from a third party, except where there has been a breach of confidence; or
- must be disclosed by law or by a regulatory authority including under subpoena.

The obligations under this clause will survive termination of these Terms and Conditions.

### Feedback and Dispute Resolution

Your feedback is important to us. We seek to resolve your concerns quickly and effectively. If you have any feedback or questions about our Services, please contact us at [info@goldman-lawyers.com](mailto:info@goldman-lawyers.com)

If there is a dispute between the Parties in relation to these Terms and Conditions, the Parties agree to the following dispute resolution procedure:

- (a) The complainant must tell the respondent in writing, the nature of the dispute, what outcome the complainant wants and what action the complainant thinks will settle the dispute. The Parties agree to meet in good faith to seek to resolve the dispute by agreement between them (Initial Meeting).
- (b) If the Parties cannot agree how to resolve the dispute at the Initial Meeting, any Party may refer the matter to a mediator. If the parties cannot agree on who the mediator should be, the complainant will ask the Law Society of New South Wales to appoint a mediator. The mediator will decide the time and place for mediation. The Parties must attend the mediation in good faith, to seek to resolve the dispute.

Any attempts made by the Parties to resolve a dispute pursuant to this clause are without prejudice to other rights or entitlements of the Parties under these Terms and Conditions, by law or in equity.

### Limitation of Liability and Disclaimer

The information, including statements, opinions, documents and materials contained in this Site (Information) is for general information purposes only. The Information does not take into account your specific needs, objectives or circumstances, and it is not legal advice or services. Any reliance you place on the Information, and any use of the documents on the Site or our Services is at your own risk.

If you are not satisfied with any part of the Site, our Services or these Terms and Conditions, you should contact us, and cease using the Services.

**Documents:** You acknowledge that the Information and Documents may contain mistakes, inaccuracies and/or errors. We expressly exclude any liability for such mistakes, inaccuracies and errors to the fullest extent permissible by law. You should carefully review any Document accessed or created through the Site to ensure that it does not contain any mistakes, inaccuracies or errors and is appropriate to your circumstances. We recommend that you obtain legal advice from a qualified solicitor if you are unsure whether a Document is appropriate to your circumstances.

**Services:** It is your responsibility to ensure that any Services or Information available through the Site meet your specific requirements. Before acting on any Information, we recommend that you consider whether it is appropriate for your circumstances, carry out your own research and seek professional advice, where necessary. Information provided on the Site and Services must not be relied upon for legal decisions; you should instruct a solicitor for legal advice and services.

**Purpose:** We or our agents do not provide any representation, warranty, indemnity or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the Information or documents found or offered on this Site for any particular purpose. We give no warranty, indemnity or guarantee that the documents or Site are free of viruses.

**Currency and jurisdiction:** The laws in each Australian jurisdiction vary between different jurisdictions, and are updated and amended from time to time. Although we seek to ensure that our documents are in line with the relevant laws and up to date, we make no such warranty or representation. We recommend that you obtain legal advice from a qualified solicitor in your jurisdiction in relation to all legal matters.

**Legal advice and services:** While we take care to choose lawyers, we make no representation or warranty as to the quality or appropriateness of any legal advice or services that any solicitor offers or provides to you. We are not responsible for, or liable for, the relationship between you and any other party. We disclaim all responsibility and liability for the third party advice or provision of services, or failure to advise or provide services. No legal relationship exists between any user of this Site, Goldman & Co Lawyers Pty Limited or any of their related bodies corporate, including parent companies, subsidiaries or affiliates or their employees, directors or other officeholders.

**ACL:** Certain legislation including the Australian Consumer Law (ACL) in the Consumer and Competition Act 2010 (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (Statutory Rights). Our liability is governed solely by the ACL and these Terms and Conditions. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights. Except for your Statutory Rights, all material and work is provided to you without warranties of any kind, either express or implied; and we expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose.

**Consumer Guarantees:** If you are a consumer as defined in the ACL, the following applies to you: We guarantee that the Services we supply to you are rendered with due care and skill; fit for the purpose that we advertise, or that you have told us you are acquiring the Services for or for a result which you have told us you wish the Services achieve, unless we consider and disclose that this purpose is not achievable; and will be supplied within a reasonable time. To the extent we are unable to exclude liability; our total liability for loss or damage you suffer or incur from our Services is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Services to which your claim relates.

**Delay:** Where the provision of Services depends on your information or response, we have no liability for a failure to perform the Services in this estimated period, which is affected by your delay in response, incomplete or incorrect information.

**General:** To the extent permitted by law, we exclude all express or implied representations, conditions, guarantees, warranties and terms relating to the Information, Services and these Terms and Conditions, except as set out in these Terms and Conditions. To the maximum extent permitted by law, we are not and will not be liable or responsible for any expenses, losses, costs or damages (whether direct or indirect) caused to or incurred by any user of the Information, Site or our Services, including damages for loss of use and/or loss of data, arising out of the performance of the Site and/or Services.

This clause will survive termination of these Terms and Conditions.

### **Indemnity**

You are liable for and agree to indemnify, defend and hold us harmless for and against any and all claims, liabilities, suits, actions and expenses, including costs of litigation and reasonable legal costs, resulting directly or indirectly from: (i) any information that is not accurate, up to date or complete or is misleading or a misrepresentation; (ii) any breach of these Terms and Conditions; (iii) and any misuse of the Services; from or by you, your employees, contractors or agents.

You agree to co-operate with us (at your own expense) in the handling of disputes, complaints, investigations or litigation that arise as a result of your use of our Services including but not limited to disputes, complaints, investigations or litigation that arises out of or relates to incorrect information you have given us.

The obligations under this clause will survive termination of these Terms and Conditions.

### **Communications**

We are not under any obligation to monitor any communications entered into regarding the Services, but we have the right to check and investigate any such communications. We reserve the right to revoke your ability to communicate on the Site and/or to use our Services immediately at any time for any reason.

We do not endorse the content of any information posted on the Site other than that posted by one of employees or service providers.

## **Modifications**

We reserve the right to amend in any way we see fit the Documents, and the Terms and Conditions under which the Services are offered, including but not limited to the costs associated with the use of the Site, our Services and our refund policy, without notice to you.

You agree that by continuing to use the Site and our Services after the date of any amendment to the Terms and Conditions you are agreeing to the relevant amendments.

## **General**

**Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth). Our Privacy Policy sets out the manner in which we and/or treat/s your personal information.

**Publicity:** You consent to us using advertising or publicly announcing that we have undertaken work for you.

**Recording:** You expressly consent us recording any conversations and keeping any communication with you/from you, by us as we deem fit. This clause shall survive any termination of these Terms and Conditions.

**Email:** You acknowledge that we are able to send electronic mail to you and receive electronic mail from you. You release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document or information after transmission, for any delay or non-delivery of any document or information and for any damage caused to your system or any files by a transfer.

**GST:** If and when applicable, GST payable on our Services will be set out on our Invoices. By accepting these Terms and Conditions you agree to pay us an amount equivalent to the GST imposed on these cargoes.

**Relationship of parties:** The Terms and Conditions are not intended to create a relationship between the parties of partnership, joint venture, or employer-employee.

**Severance:** If any provision (or part of it) of the Terms and Conditions is held to be unenforceable or invalid in any jurisdiction, then it will be interpreted as narrowly as necessary to allow it to be enforceable or valid. If a provision (or part of it) of these Terms and Conditions cannot be interpreted as narrowly as necessary to allow it to be enforceable or valid, then the provision (or part of it) must be severed from these Terms and Conditions and the remaining provisions (and remaining part of the provision) of the Terms and Conditions are valid and enforceable.

**Jurisdiction & Governing Law:** The Terms and Conditions are governed and construed in accordance with the laws of NSW. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of NSW.

**Entire Agreement:** These Terms and Conditions make up the entire agreement between you, us and supersede any prior agreement, understanding or arrangement between you, and us whether oral or in writing.

## **Definitions**

Confidential Information includes confidential information about the business, structure, programs, processes, methods, operating procedures, activities, products and services, trade secrets, know how, financial, accounting, marketing and technical information, customer and supplier lists (including prospective customer and supplier information), ideas, concepts, know-how, Intellectual Property, technology, and other information whether or not such information is reduced to a tangible form or marked in writing as “confidential”.

Intellectual Property includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks, designs (whether or not registered or registrable), circuit layouts, trade names, trade secrets, business names, company names or internet domain names.

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For questions and notices, please contact us at [legal@goldman-lawyers.com](mailto:legal@goldman-lawyers.com) or [info@goldman-lawyers.com](mailto:info@goldman-lawyers.com)

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