

Website Terms and Conditions of Use www.herlawyer.com.au

This is the Terms of Use for the website www.herlawyer.com.au owned and operated by Courtney Louise Bowie trading as Her Lawyer (ABN 68 203 679 128) ("I", "we", "me", "us" and when relating to me or us, "our" or "my").

Please read this document carefully and contact us at info@herlawyer.com.au if you have any questions.

1. About the Website

- a) Welcome to www.herlawyer.com.au (the Website).
- b) The Website is owned and operated by Courtney Louise Bowie trading as Her Lawyer (ABN 68 203 679 128)
- c) Access to and use of the Website and any electronic products or services accessible via the website such as eCourses, eBooks or videos (the Products and Services), is provided by Her Lawyer. Please read these Terms of Use (the Terms) carefully. By using, browsing and/or reading the Website, you indicate that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website and the Products and Services, immediately.
- d) We reserve the right to review and change any of the Terms by updating this document at our sole discretion. If we decide to change the Terms, we will post a copy of our revised Terms on our website or otherwise make a copy of it available to you and use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

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2. Application of Terms

- a) These Terms apply to the Website and to the Products and Services, with the exception of legal advice provided in accordance with the Legal Profession Uniform Law (NSW) and associated rules and regulations.
- b) Legal advice provided by Her Lawyer to its clients is subject to separate lawyer-client agreement under the Legal Profession Uniform Law (NSW) and associated rules and regulations. Documentation in relation to the lawyer-client agreement will be provided to clients by separate communication.
- c) These Terms will apply to clients to the extent that they use the Website to access the Products or Services, and will operate in conjunction with any lawyer-client agreement. In the event of a conflict between these Terms and a term of any lawyer-client agreement, the terms of the lawyer-client agreement prevail.

3. Acceptance of the terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking "Accept" or "Agree" where this option is made available to you in the user interface

4. Registration to use Products or Services

- a) To access certain Products or Services, you may be required to register for an account through the Website (Account).
- b) As part of the registration process, or as part of your continued use of the Products or Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - i. an email address;
 - ii. a mailing address;
 - iii. a telephone number

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- c) You warrant that any information you give to us in completing the registration process is accurate and correct at the time you provide it and that you will provide updated information as and when the information becomes out of date.
- d) Once you have completed the registration process, you will be a registered member of the Website (Member) and agree to be bound by the Terms.
- e) You may not use the Products and Services and may not accept the Terms if:
 - i. you are not of legal age to form a binding contract with Her Lawyer; or
 - ii. you are a person barred from receiving the Products or Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Products or Services.

5. Your obligations as a Member

- a) As a Member, you agree to comply with the following:
 - i. you will use the Products and Services only for purposes that are permitted by: (i) the Terms; and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - ii. you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Product and Services;
 - iii. any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Her Lawyer of any unauthorised use of your password or email address or any breach of security of which you have become aware;

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- iv. access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Her Lawyer providing the Products and Services;
- v. you will not use the Products and Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of Her Lawyer;
- vi. you will not use the Products and Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- vii. you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Products and Services. Appropriate legal action will be taken by Her Lawyer for any illegal or unauthorised use of the Website; and
- viii. you acknowledge and agree that any automated use of the Website or the Products and Services is prohibited.

6. Payment

- a) Where the option is given to you, you may make payment for the Products and Services (Fee) by way of:
 - i. Electronic funds transfer ('EFT') into our nominated bank account;
 - ii. Credit Card Payment ('Credit Card');
 - iii. Cash ('Cash');
 - iv. Cheque ('Cheque');
 - v. PayPal Australia Pty Limited (ABN 93 111 195 389) ('PayPal'); or

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- vi. any other method of payment accepted by Her Lawyer from time to time.
 - b) In using the Website or Products and Services, or when making any payment in relation to your use of the Products and Services, you warrant that you have read, understood and agree to be bound by the terms and conditions of any payment gateway or processor (such as Paypal or eWay) which are available on their websites.
 - c) You acknowledge and agree that where a request for the payment of the Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Fee and that Her Lawyer may immediately withdraw access to any Products and Services unpaid for.
 - d) You agree and acknowledge that Her Lawyer can vary the Fee at any time on notice, and that such notice is given by posting the updated Fee on the website.
- 7. Refund policy**
- a) These Terms do not affect the rights, entitlements and remedies conferred by the Australian Consumer Law.
 - b) Where Her Lawyer makes a supply of Products to you for the purposes of the Australian Consumer Law, if Her Lawyer or any of its employees, sub-contractors or agents fails to comply with any condition, warranty or guarantee, including a consumer guarantee under Division 1 of Part 3-2 of the Australian Consumer Law (other than a guarantee under section 51, 52 or 53), then Her Lawyer's liability for breach of the guarantee is limited, at Her Lawyer's option, to:
 - i. replacement of the Products or the supply of equivalent Products;
 - ii. repair of the Products;

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- iii. payment of the cost of replacing the Products or acquiring equivalent products; or
- iv. payment of the cost of having the Products repaired;
- v. such other remedy as is fair and reasonable in the circumstances and which Her Lawyer is ready and willing to provide

and in any case, Her Lawyer will not be liability for any consequential loss or damage or other direct or indirect loss or damage.

- c) Where Her Lawyer makes a supply of Services to you for the purposes of the Australian Consumer Law, if Her Lawyer or any of its employees, sub-contractors or agents fails to comply with any condition, warranty or guarantee, including a consumer guarantee under Division 1 of Part 3-2 of the Australian Consumer Law, then Her Lawyer's liability for breach of the guarantee is limited, at Her Lawyer's option, to:

- i. supplying the Services again;
- ii. payment of the cost of having the services supplied again; or
- iii. such other remedy as is fair and reasonable in the circumstances and which Her Lawyer is ready and willing to provide

and in any case, Her Lawyer will not be liability for any consequential loss or damage or other direct or indirect loss or damage.

- d) In circumstances where the Australian Consumer Law does not apply, Her Lawyer will only provide a refund if:
 - i. Her Lawyer is unable to continue to provide the Products and Services; or

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- ii. Her Lawyer makes a decision, in its absolute discretion, that it is reasonable to do so under the circumstances.

8. Copyright and intellectual property

- a) The Website, Products and Services and all related products of Her Lawyer are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Products and Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) are owned or controlled for these purposes, and are reserved by Her Lawyer or its contributors.
- b) All trademarks, service marks and trade names are owned, registered and/or licensed by Her Lawyer, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - i. use the Website pursuant to the Terms;
 - ii. copy and store the Website and the material contained in the Website in your device's cache memory; and
 - iii. print pages from the Website for your own personal and non-commercial use.
- c) Her Lawyer does not grant you any other rights whatsoever in relation to the Website, Products and Services. All other rights are expressly reserved by Her Lawyer.
- d) Her Lawyer retains all rights, title and interest in and to the Website and Products and Services. Nothing you do on or in relation to the Website will transfer any:
 - i. business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

- ii. a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - iii. a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process), to you
- e) You may not, without the prior written permission of Her Lawyer and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Products and Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.

9. Privacy

- a) Her Lawyer takes your privacy seriously and any information provided through your use of the Website and Products and Services are subject to Her Lawyer's Privacy Policy, which is available on the Website.

10. General disclaimer

- a) Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- b) Subject to this clause, and to the extent permitted by law:
- i. all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - ii. Her Lawyer will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the

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Products and Services, the Website or these Terms (including as a result of not being able to use the Website, Products and Services or the late supply of the Products and Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

- c) Use of the Website and the Products and Services is at your own risk. Everything on the Website and the Products and Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Her Lawyer make any express or implied representation or warranty about the Products and Services or any products or services (including non-electronic products and services of Her Lawyer) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer because of any of the following:
- i. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - ii. the accuracy, suitability or currency of any information on the Website, the Products and Services, or any related products (including third party material and advertisements on the Website);
 - iii. costs incurred by you in using the Website, the Products and Services or any of the products of Her Lawyer; and
 - iv. links which are provided for your convenience.
- d) Her Lawyer's total liability arising out of or in connection with the Products and Services or these Terms, however arising, including under

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contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the remedies set out in clause 7 above.

11. Termination of contract

- a) The Terms will continue to apply until terminated by either you or by Her Lawyer as set out below.
- b) If you want to terminate the Terms, you may do so by:
 - i. providing Her Lawyer with 5 days' written notice of your intention to terminate; and
 - ii. closing your accounts for all Products and Services which you use, where Her Lawyer has made this option available to you. Your notice should be sent, in writing, by email to Her Lawyer at info@herlawyer.com.au.
- c) Her Lawyer may at any time, terminate the Terms with you if:
 - iii. you have breached any provision of the Terms or intend to breach any provision;
 - iv. Her Lawyer is required to do so by law;
 - v. the provision of the Products and Services to you by Her Lawyer is, in the opinion of Her Lawyer, no longer commercially viable.
- d) Subject to local applicable laws, Her Lawyer reserves the right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Products and Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Her Lawyer's name or reputation or violates the rights of those of another party.

12. Indemnity

- a) Subject to the foregoing clauses and to the extent permitted by law, you agree to indemnify Her Lawyer, its affiliates, employees, agents,

contributors, third party content providers and licensors from and against:

- i. all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with the Website, Products and Services
- ii. any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
- iii. any breach of the Terms.

13. Dispute resolution

- a) If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sought).
- b) A party to the Terms claiming a dispute (Dispute) has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- c) On receipt of that notice (Notice) by that other party, the parties to the Terms (Parties) must:
 - i. Within 30 days of the Notice, endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
 - ii. If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Law Society Mediation Program or his or her nominee;

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- iii. The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;
- iv. The mediation will be held in New South Wales, Australia.
- d) All communications concerning negotiations made by the Parties arising out of this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
- e) If 30 days have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

14. Venue and jurisdiction

- a) The Website, Products and Services offered by Her Lawyer are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

15. Governing law

- a) The Terms are governed by the laws of New South Wales, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of New South Wales, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

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16. Independent legal advice

- a) Both parties confirm and declare that:
- i. they have read and understood the Terms;
 - ii. the Terms are fair and reasonable;
 - iii. they have taken the opportunity to obtain independent legal advice or, having been afforded the opportunity to obtain independent legal advice, have chosen not to do so;
 - iv. they have been afforded the opportunity to negotiate changes or amendments to the Terms; and
 - v. the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

17. Severance

- a) If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.