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These Terms of Use (**Terms**) govern your use of our Site and form a contract between you and us if you use the Site. Please read these Terms carefully. Please contact us if you have any questions, at [anthea@lawyer-mums-australia.com.au](mailto:anthea@lawyer-mums-australia.com.au). Your use of the Site indicates that you have had sufficient opportunity to access the Terms and that you have read and accepted the Terms.

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    - that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
    - that defames, harasses, threatens, menaces, offends or restricts any person;
    - that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy; or
    - that would bring us, or the Site, into disrepute.
  - (b) Interfere with or inhibit any user from using the Site;
  - (c) Use the Site to send unsolicited email messages;
  - (d) Attempt to or tamper with, hinder or modify the Site, knowingly transmit viruses or other disabling features, or damage or interfere with the Site, including but not limited to the use of trojan horses, viruses, or piracy or programming routines that may damage or interfere with the Site; or
  - (e) Facilitate or assist another person to do any of the above acts.
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- (b) causing any of the material on the Site to be framed or embedded in another website;
- (c) creating derivative works from the content of the Site; or
- (d) using our Site for commercial purposes.

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- (a) warrant to us that you have all necessary rights to post the content;
- (b) grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including but not limited to, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing; and
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- (a) the completeness, accuracy, reliability, suitability or availability of any Information, images, products, services, or related graphics contained on the Site for any purpose;
- (b) Third Party Information; or
- (c) Third Party Sites.

You read, use, and act on information contained on the Site, Third Party Information and/or Third Party Sites, strictly at your own risk.

16. **Indemnity:** By using the Site, you agree to defend and fully indemnify and hold us (and our officers, directors, employees and agents) harmless from and against all claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, arising out of or connected to:

- (a) your use of or access to the Site;
- (b) any breach by you of these Terms; or
- (c) any wilful, unlawful or negligent act or omission by you.

This defence and indemnification obligation will survive these Terms and your use of the Site. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction.

17. **Breach:** You may only use the Site for lawful purposes and in a manner consistent with the nature and purpose of the Site. By using this Site, you agree that the exclusions and limitations of liability set out in these Terms are reasonable. If you do not think they are reasonable you must not use this Site. We reserve the right to remove any and all content found to be in breach of copyright, or which in our opinion is deemed inappropriate and/or illegal. If you breach the Terms, we reserve the right to block you from the Site and to enforce our rights against you. If we do not act in relation to a breach of the Terms by you, this does not waive our rights to act with respect to subsequent or similar breaches of the Terms by you. All rights not expressly granted in the Terms are reserved.

18. **Exclusion of Competitors:** You are prohibited from using our Site, including our information, in any way that competes with our business. If you breach this term, we will hold you responsible for any loss that we may sustain, and hold you accountable for any profits that you may make from non-permitted use. We reserve the right to exclude any person from using our Site and Information, in our sole discretion.
19. **Enforceability:** If any provision of the Terms is found to be illegal, invalid or unenforceable by a court of law, then the provision will not apply in that jurisdiction and is deemed not to have been included in the Terms in that jurisdiction. This will not affect the remainder of the Terms, which continue in full force and effect.
20. **Termination:** The Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by the Terms and limitations of liability set out in the Terms will survive.
21. **Disputes:** You agree to use your best endeavours to use mediation and negotiation to resolve any dispute arising out of or relating to these Terms, prior to resorting to an external dispute resolution process. Please notify us in writing of any dispute you may have.
22. **Jurisdiction:** Your use of this Site, and any dispute arising out of your use of it, is subject to the laws of NSW and the Commonwealth of Australia. These Terms are governed by the laws of NSW and the Commonwealth of Australia and subject to the exclusive jurisdiction of the courts operating in NSW. The Site may be accessed throughout Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access the Site.
23. **General:** If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions. If we do not act in relation to a breach by you of these Terms, this does not waive our right to act with respect to that breach or subsequent or similar breaches. Each party must at its own expense do everything reasonably necessary to give full effect to these Terms and the events contemplated by it.

**For questions and notices, please contact us at:**

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