
LAWYER MUMS AUSTRALIA – TERMS AND CONDITIONS

Lawyer Mums Pty Ltd ACN 600 994 876 ATF Lawyer Mums Trust t/a Lawyer Mums Australia (referred to as **LMA, we or us**):

- (a) provides an introductory service between Australian lawyers (**Lawyers**), particularly Lawyers who are mothers (**Lawyer Mums**), and recruiters and employers who are looking to provide employment opportunities to Lawyer Mums (**Employers**); and
 - (b) may, from time to time, host events and presentations for Lawyers and others to attend (**LMA Events**),
- (together, the **Services**).

The Services are described and provided via our website at www.lawyermumsaustralia.com.au (**Website**).

These Terms and Conditions (**Terms**) form a binding legal agreement between LMA, its directors, officers, employees, successors and assignees, and each person, organisation or entity using our Services (**you, your or User**). By engaging LMA to provide Services, and/or using the Website and/or the Services, you agree to comply with and be legally bound by these Terms. Please read these Terms carefully and contact us if you have any questions. You can contact us at anthea@lawyermumsaustralia.com.au.

1. Introductory and Events Service Only

- (a) The Website and Services include the provision of:
 - i. a discussion forum for Lawyer Mums (in the form of our Facebook page www.facebook.com/groups/LawyerMumsAustralia);
 - ii. a blog;
 - iii. an e-newsletter;
 - iv. a platform for Employers to advertise employment opportunities;
 - v. a database of Lawyers who are interested in employment opportunities; and
 - vi. from time to time, LMA Events.
- (b) You understand and agree that the Website and Services are an online introductory platform and event hosting service only.
- (c) LMA is not a party to any agreement entered into between a Lawyer and Employer. LMA is not a referrer or booking agent, and provides no such related services. We have no control over the conduct of any Lawyer, Employer and other users of the Website and Services. We disclaim all liability in this regard, as set out in these Terms.
- (d) Any arrangement between a Lawyer and Employer is solely between the Lawyer and Employer. It is strictly and expressly not part of your agreement with LMA.
- (e) Tickets to any LMA Events which may be hosted from time to time can be purchased via our Website.

2. Contract

Your use of our Website and our Services indicates that you have had sufficient opportunity to access these Terms and contact us, that you have read, accepted and will comply with these Terms, that you have legal capacity to enter into a contract, and that you are eighteen (18) years or older or if younger than eighteen (18) years you have the approval of your parent or guardian. If this is not correct, or if you do not agree to these Terms, you are not permitted to use our Website or any of our Services.

3. **Privacy Policy**

The Privacy Policy available on our Website sets out how we collect, use and protect your personal information. You providing us with personal information indicates that you have had sufficient opportunity to access the Privacy Policy and that you have read and accepted it.

4. **Website Terms of Use**

The 'Website Terms of Use' available on our Website governs your use of our Website and forms a contract between you and us if you use the Website. Your use of the Website indicates that you have had sufficient opportunity to access the Website Terms of Use and that you have read and accepted them.

5. **Amendment**

These Terms may be amended from time to time, without prior notice to you. The date of the most recent update of these Terms will be stated at the end of these Terms. Your use of our Website or our Services following any such amendments will be deemed to be confirmation that you accept those amendments. We recommend that you check the current Terms, before continuing your use of our Website or our Services. Our agents, employees and third parties do not have authority to change these Terms.

6. **Lawyer Employment Profiles and CVs**

- (a) Lawyers can, if they wish, register to be considered for employment opportunities by creating an account on the Website (**Account**).
- (b) There are no registration fees for Lawyers to create an Account.
- (c) Lawyers who register an Account, will be asked to complete an online employment profile (**Profile**) and upload their curriculum vitae (**CV**) on the Website.
- (d) Each Lawyer may have only one (1) Account on the Website.
- (e) In creating an Account and Profile, a Lawyer (**Member**) will be required to provide certain information as requested on the Website, including, but not limited to their name, contact details, practising certificate details, career experience, and other relevant information and to upload their current CV (**Member Information**).
- (f) At the time of creating a Profile, Members will have the opportunity to specifically exclude any Employers who a Member does **not** wish to have access to the Member's CV (for example, an existing employer).
- (g) Each Member agrees to provide accurate, current and complete information during the registration process (including in completing the Profile and uploading the Member's CV) and to update such information to keep it accurate, current and complete. LMA reserves the right in its absolute discretion to suspend or terminate your Profile and your access to the Website and Services if any information provided to us, including for the Website, proves to be inaccurate, not current or incomplete.
- (h) Once submitted online, a Member's Profile and CV will form part of a confidential database operated by LMA (**Database**).
- (i) LMA will, from time to time, conduct searches across the Database to identify potentially suitable candidates for employment opportunities.
- (j) LMA may provide a copy of a Member's CV to any Employer who the Member has not identified in their Profile as being specifically excluded from having access to the Member's CV.

- (k) It is your responsibility to keep your Account details and password confidential. You are liable for all activity on your Account. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorised such activities or actions.
- (l) You will immediately notify LMA of any unauthorised use of your Account.
- (m) LMA will take reasonable steps to ensure that information collected through our Website and Services will be protected and stored securely by using adequate security measures.
- (n) Member Information and any other information provided on our Website may be stored on servers outside of Australia.

7. **Members and Services**

- (a) Each Member acknowledges and agrees that:
 - i. LMA will be able to view all information contained within the Member's Profile and CV and use the information for recruitment purposes; and
 - ii. LMA may provide a copy of the Member's CV to any Employer who the Member has not identified in their Profile as being specifically excluded from having access to the Member's CV.
- (b) Each Member warrants that their practising certificates and any other relevant qualifications are current, and have not been suspended or revoked by a professional body which has the right to do so.
- (c) If a Member's practising certificate is suspended or revoked for any reason whatsoever, then the Member agrees to notify LMA immediately in writing.
- (d) If a Member wishes to accept or negotiate an offer of employment by an Employer, any agreement entered into is between the Member and Employer only. We are not a party to that agreement in any way.
- (e) Each Member represents and warrants that any information that is provided by them on the Website (including in their Profile and CV):
 - i. will not breach any agreements you have entered into with any third parties;
 - ii. will be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any Lawyer; and
 - iii. will not conflict with the rights of third parties.
- (f) LMA does not provide LawCover or any form of insurance. All Users of the Website are to make their own arrangements to ensure that adequate insurance coverage is effected and maintained in relation to their use of the Website and Services.
- (g) We reserve the right, at any time and without prior notice, to remove or disable access to the Website or Services for any reason whatsoever.

8. **Employers and Services**

- (a) In exchange for a fee, LMA will provide the following services to Employers:
 - i. place an advertisement in relation to an employment opportunity available with an Employer on our Website (**Advertisement**); and
 - ii. conduct a tailored search across LMA's Database of Member Profiles and provide the Employer with the CVs of any Members who satisfy the search criteria.

- (b) Each Employer acknowledges and agrees that the information contained within any Advertisement is accurate, current and complete, and that it will regularly update the information to keep it accurate, current and complete.
- (c) If an Employer makes an employment offer that is accepted by a Member, any agreement entered into is between the Employer and Member. We are not a party to the agreement.
- (d) Each Employer represents and warrants that any Advertisement provided to LMA for inclusion on the Website:
 - i. will not breach any agreements the Employer has entered into with any third parties;
 - ii. will be in compliance with all applicable laws, tax requirements, and rules and regulations that may apply to any Employer; and
 - iii. will not conflict with the rights of third parties.
- (e) LMA does not provide WorkCover or any form of insurance. All Users are to make their own arrangements to ensure that adequate insurance coverage is effected and maintained in relation to their use of the Website and Services.
- (f) We reserve the right, at any time and without prior notice:
 - i. to remove any Advertisements from our Website in our sole discretion, if we consider that the Advertisement is objectionable for any reason, in violation of these Terms or otherwise harmful to the Website or Services; and
 - ii. to disable an Employer's access to our Website, if we consider that the use of our Website is in violation of these Terms or otherwise harmful to the Website or Services.

9. Events

- (a) LMA Events may be organised from time to time.
- (b) No Member, Lawyer, Employer or any User may attend an LMA Event if they have not booked and/or purchased a ticket through the Website.
- (c) Fees may be payable for attending LMA Events (**Event Fees**). Any such Event Fees will be detailed on the Website.
- (d) All Event Fees will be payable upfront. No bookings to any LMA Events will be confirmed until payment is received in full.
- (e) Event Fees are to be paid according to the payment methods and terms stated on the Website from time to time.
- (f) Goods and Services Tax (**GST**) will be charged where applicable.
- (g) If you pay by credit card, you warrant that the credit card information you provide is true and complete, that you are authorised to use the credit card to make the payment, that your payment will be honoured by your card issuer, and that you will maintain sufficient funds in your account to cover the Event Fees.
- (h) Bookings and payments which are processed by third party service providers and/or websites are subject to the terms and conditions of the third party service providers and/or websites.

10. Payments for Employer services

- (a) Employers will be charged fees in order:
 - i. to advertise an employment opportunity on the Website (**Advertisement Fees**); and/or
 - ii. for LMA to conduct a search across its Database of Member Profiles and provide the Employer with the CVs of any Members who satisfy the search criteria (**Search Fees**).
- (b) All Advertisement Fees and Search Fees must be paid in full in accordance with the terms and payment methods specified by LMA to the Employer from time to time.
- (c) Our pricing structure or payment methods may be amended from time to time in our sole discretion.
- (d) GST will be charged where applicable.
- (e) Nothing prevents us from taking any action necessary to recover any unpaid Advertisement Fees or Search Fees. If you fail to pay, your information will be passed on for collection and or legal action. You acknowledge and agree that you are liable for and will pay all costs including debt collection, commission, solicitor's fees and any out of pocket expense. If you at any time exceed our payment terms and as a result are passed on for collection and or legal action, we may place a default against you with a credit reporting agency.

11. Cancellation and Termination**Members**

- (a) If you wish to cancel your registration, you will need to do so via the Website or by contacting us directly at anthea@lawyermumsaustralia.com.au.

Employers

- (b) If you wish to remove an Advertisement, you may do so by contacting us directly at anthea@lawyermumsaustralia.com.au or 0481 246 647.
- (c) If you wish to cancel a search of Member Profiles, you may do so by contacting us directly at anthea@lawyermumsaustralia.com.au or 0481 246 647.

Events

- (d) If you have made a booking and/or payment for an LMA Event and you are unable to attend, you must contact LMA by no later than 3 business days prior to the commencement of the LMA Event. You will be entitled to a full refund minus any administrative costs incurred in relation to your payment. Should you cancel less than 3 days prior to the LMA Event, no refund will be payable.
- (e) If an LMA Event is cancelled by us due to circumstances beyond our control, we will endeavour to provide you with 3 days' notice and provide you with a full refund of the price paid for the booking and/or ticket purchase minus any administrative charges.

Our rights to terminate

- (f) We reserve the right to refuse supply of any of our Services required by you, terminate your account, and terminate our contract with you, at our sole discretion, if:
 - i. you do not make payment for our Services (where required); or
 - ii. you breach any of these Terms.

12. Consumer Guarantees

- (a) Consumer legislation in Australia including the Australian Consumer Law (**ACL**) in the *Consumer and Competition Act 2010* (Cth) provides consumers with guarantees that cannot be excluded, restricted or modified (**Rights**). Similar consumer protection laws and regulations in other countries may provide consumers with similar guarantees.
- (b) If you are a consumer as defined in the ACL, the following notice 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.
- (c) We have no responsibility and no liability for any Lawyer, Employer, or any products or services of a Lawyer or Employer that is promoted or supplied via the Services.

13. Copyright and Intellectual Property

- (a) Our Website contains material which is owned by or licensed to us (or our affiliates and/or third party licensors as applicable), and is protected by Australian and international laws, including but not limited to the trademarks, trade names, software, content, design, images, graphics, layout, appearance, layout and look of the Website (**Collective Content**). LMA and all material used in connection with the Website are unregistered or registered trademarks of LMA.
- (b) Intellectual Property includes all code, algorithms, copyright, fees, pricing, registered and unregistered, logos, slogans, designs, audio tracks, information, images, photographs, patents, know-how, trade secrets, ideas, methods, diagrams, drawings, databases, notes, documents, confidential information and any other proprietary or industrial rights relating to LMA (in each case whether registered or unregistered or whether capable of registration), together with any applications for registration and any rights to registration or renewal of such rights anywhere in the world and whether created before or after the date of these Terms; goodwill in the business; trade, business company or organisation names; internet domain names; and content on Website, images and layout.
- (c) You agree that, as between you and us, we own all Intellectual Property rights in the Website and Services, and that nothing in these Terms constitutes a transfer of any Intellectual Property rights. We own the copyright which subsists in all creative and literary works displayed on the Website and Services. The Website and Services are protected by copyright, trademark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorised by LMA or the owner of the content.
- (d) Other trademarks, service marks, graphics and logos used in connection with the Website and Services are the trademarks of their respective owners (collectively **Third Party Marks**).
- (e) Our Intellectual Property and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of LMA or the applicable trademark holder.
- (f) Users of the Website do not obtain any interest or license in the Intellectual Property or Third Party Marks without the prior written permission of LMA or the applicable trademark holder. Users may not do anything which interferes with or breaches the Intellectual Property rights.

14. User License

- (a) Subject to these Terms, LMA grants the User a personal, exclusive, non-transferable, limited and revocable license to use the Website and Services for your own use only on a computer or mobile device owned or controlled by the User as permitted in accordance with these Terms (**User License**), and not to use the Website and Services in any other way or for any other purpose, apart from local fair dealing legislation. All other uses are prohibited without our prior written consent.
- (b) The right to use the Website and Services is licensed to you and are not being sold to you. You have no rights in the Website and Services other than to use it in accordance with these Terms.
- (c) This Agreement and User License governs any updates to, or supplements or replacements for, the Website and Services, unless separate Terms accompany such updates, supplements or replacements, in which case the separate Terms will apply.

15. Permitted and Prohibited Conduct

You are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Website and Services. In connection with your use of our Website and Services, you may not and you agree that you will not:

- (a) compete with LMA by posting job advertisements on any of LMA's Facebook pages;
- (b) solicit any Members away from our Website or Services by offering similar Services;
- (c) directly contact, or assist other individuals and entities to directly contact, any Member to complete an arrangement independent of the Services in order to circumvent the obligation to pay any fees related to LMA's provision of the Services;
- (d) use the Website or Services for any purposes that are not expressly permitted by these Terms;
- (e) register for an Account on behalf of an individual other than yourself;
- (f) submit any false or misleading information;
- (g) as an Employer offer any opportunities to the Lawyers that you do not intend to honour or cannot provide;
- (h) as a Lawyer, make any offers to the Employers that you do not intend to honour or cannot provide;
- (i) violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
- (j) copy, store or otherwise access any information contained on the Website and Services or Collective Content for purposes not expressly permitted by these Terms;
- (k) infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- (l) use our Website or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- (m) use our Website or Services in connection with the distribution of unsolicited commercial email, i.e. spam or advertisements;
- (n) stalk or harass any other user of our Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as a User;

- (o) use, display, mirror or frame the Website, or any individual element within the Website, Services, LMA's name, any LMA trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without LMA's express written consent; or
- (p) advocate, encourage, or assist any third party in doing any of the foregoing.

16. Content

The Website, Services, and Collective Content are protected by copyright, trademark, and other laws of Australia and foreign countries. You acknowledge and agree that the Website, Services and Collective Content, including all associated intellectual property rights is the exclusive property of LMA and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website and Services, or Collective Content.

You must not post, upload, publish, submit or transmit any content that:

- (a) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
- (b) is fraudulent, false, misleading or deceptive;
- (c) denigrates the Website, Services, or a User;
- (d) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
- (e) is defamatory, obscene, pornographic, vulgar, offensive, promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- (f) is violent or threatening or promotes violence or actions that are threatening to any other person; or
- (g) promotes illegal or harmful activities or substances.

17. User Content

Users are permitted to post, upload, publish, submit or transmit relevant information and content (**User Content**). By making available any User Content on or through the Website and Services, you grant to LMA a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license to use the User Content, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, or by means of the Website and Services.

You are solely responsible for all User Content that you make available through the Website and Services. You represent and warrant that:

- (a) you either are the sole and exclusive owner of all User Content that you make available through the Website and Services, or that you have all rights, licenses, consents and releases that are necessary to grant to LMA the rights in such User Content, as contemplated under these Terms; and
- (b) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or LMA's use of the User Content (or any portion thereof) on, through or by means of the Website and the Services will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

18. Disclaimers

- (a) LMA does not guarantee that any Lawyers or Members will be requested by any Employers, nor do we guarantee that Employers will be able to find desirable Lawyers or employees.
- (b) LMA does not endorse any Lawyer, Member, Employer or User of the Website, nor any products or services which are offered and supplied via the Services.
- (c) We require Members, Lawyers and Employers who use the Website to confirm that they have provided accurate information. We do not warrant that any information provided by Members, Lawyers and Employers who use the Website is accurate, complete or valid.
- (d) LMA makes no representations as to:
 - i. the suitability of any Lawyer or Member for employment; or
 - ii. the validity or currency of any practising certificate or other qualifications held by a Lawyer or Member.
- (e) LMA does not perform any sort of background checks or confirm the identity of any Members, Lawyers, Employers or Users of the Website. All Users of the Website are encouraged to independently verify any information provided on LMA's Website, especially in circumstances where reliance on such information may result in loss or damage.
- (f) LMA assumes no responsibility for any Member, Lawyer, Employer or User's compliance with any applicable laws, rules and regulations.
- (g) While LMA encourages all Users to post and upload only suitable content, LMA cannot and does not control the content contained in any Profiles or CVs or the condition, legality or suitability of any products or services of any Users of the Website.
- (h) LMA accepts no responsibility for and makes no representations or warranties to you or to any other person as to the reliability, accuracy or completeness of the information contained on the Website. LMA disclaims any and all liability related to any and all Users, and any and all products, services and/or events which may be offered and supplied via the Services.
- (i) LMA is not a party to any arrangements between any Member, Lawyer or Employer who uses the Services.
- (j) LMA will endeavour to keep the Website accessible and running as smoothly as possible. However, LMA is not responsible or liable for the Website being temporarily unavailable for maintenance, technical issues, or other matters beyond our control. LMA may change, suspend or discontinue any aspect of the Website at any time, including the availability of the Website and any of its Services.
- (k) By using the Website or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of Members, Lawyers, Employers or other third parties will be limited to a claim against the Members, Lawyers, Employers or other third party who caused you harm. We encourage you to communicate directly with the relevant Member, Lawyer or Employer regarding any communications or arrangements made between you and to resolve any dispute between you.
- (l) To the fullest extent allowable under applicable law, we disclaim all warranties, representations and conditions, whether express or implied, including any warranties, representations and conditions that the Website or Services are merchantable, of satisfactory quality, reliable, accurate, complete, suitable or fit for a particular purpose or need, non-infringing or free of defects or errors.

- (m) For the avoidance of doubt, LMA is not responsible for any taxation, visa or immigration matters associated under these Terms. We encourage all Users using our Website and Services to seek their own advice in relation to these matters.
- (n) Each User who uses the Website and the Services does so at their own risk.
- (o) We exclude all express and implied conditions and warranties, except for your Rights, to the fullest extent permitted by law, including but not limited to:
 - i. LMA expressly disclaims any implied or express guarantees, warranties, representations or conditions of any kind, which are not stated in these Terms;
 - ii. LMA does not warrant that the Website, the Services, content on the Website (including pictures, videos, sound clips, resumes, links etc.), or your access to the Website or the Services will be error free, that any defects will be corrected or that the Website or the server which stores and transmits material to you will be free of viruses or any other harmful components;
 - iii. LMA takes no responsibility for, and will not be liable for, the Website, the Services, Members, Lawyers, Employers or any third parties being unavailable, failing to meet your needs, or providing products and/or services which are less than merchantable quality; and
 - iv. LMA will not be liable for any loss, damage, costs or expense whether direct, indirect, incidental, special, consequential and/or incidental, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress, loss of revenue, production, opportunity, access to markets, goodwill, reputation, use or any indirect, remote, abnormal or unforeseeable loss, or any loss or damage relating to business interruption, loss of programs or other data on your information systems or costs of replacement goods, or otherwise, suffered by you or claims made against you, arising out of or in connection with the Website, Services, User Content, inability to access or use the Website, the Services, or these Terms, even if LMA was expressly advised of the likelihood of such loss or damage.
- (p) You agree not to attempt to impose liability on, or seek any legal remedy from LMA with respect to such actions or omissions.

19. **Limitation of Liability**

- (a) Our total liability arising out of or in connection with the Website, the Services or these Terms, however arising, including under contract, tort, including negligence, in equity, under statute or otherwise, will not exceed the total fees paid by you to us in the twelve (12) month period prior to the event giving rise to the liability, or one hundred dollars (AUD\$100) if no such payments have been made, as applicable.
- (b) The limitations of damages set forth above are fundamental elements of the basis of the bargain between LMA and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.
- (c) This limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these Terms is found to have failed its essential purpose. The limitations of liability provided in these Terms inure to the benefit of LMA.

20. Indemnity

- (a) You agree to defend and indemnify and hold us (and our parent, related bodies corporate, officers, directors, contractors, employees and agents) harmless from and against any 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 your use of or access to our Website or Services; any breach by you of these Terms; any wilful, unlawful or negligent act or omission by you; and any violation by you of any applicable laws or the rights of any third party.
- (b) We reserve the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you, in which event you will cooperate in asserting any available defences.
- (c) This defence and indemnification obligation will survive these Terms and your use of the Website or Services. 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.

21. General

- (a) **Accuracy:** While we endeavour to keep the information on our Website up to date and correct, we make no representations, warranties or guarantee, express or implied, about the completeness, accuracy, reliability, suitability or availability of any information, images, products, services, or related graphics contained on the Website for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.
- (b) **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under these Terms if such delay is due to any circumstance beyond our reasonable control.
- (c) **Notice:** Any notice in connection with these Terms will be deemed to have been duly given when made in writing and delivered or sent by email, facsimile or post to the party to whom such notice is intended to be given or to such other address, email address or facsimile number as may from time to time be notified in writing to the other party.
- (d) **Waiver:** Any failure by a party to insist upon strict performance by the other of any provision in these Terms will not be taken to be a waiver of any existing or future rights in relation to the provision. No waiver by us of any of these Terms shall be effective unless we expressly state it is a waiver and we communicate to you in writing.
- (e) **Assignment:** You must not assign any rights and obligations under these Terms whether in whole or in part without our prior written consent.
- (f) **Severability:** If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- (g) **Jurisdiction and Applicable Law:** These Terms, your use of this Website and our Services and any dispute arising out of your use of this Website or our Services, is subject to the laws of New South Wales, Australia and any disputes will be heard and subject to the exclusive jurisdiction of the New South Wales courts. The Website may be accessed throughout Australia and overseas. LMA makes no representation that the content of the Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Website 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 Website.

- (h) **Entire Agreement:** These Terms and any document expressly referred to in them represent the entire agreement between you and LMA, and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

For questions and notices, please contact us at:

Lawyer Mums Pty Ltd (ACN 600 994 876) ATF Lawyer Mums Trust t/a Lawyer Mums Australia

Phone: +61 481 246 647

Email: anthea@lawyermumsaustralia.com.au

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