

Terms and Conditions

General

1. These Terms and Conditions (**the Terms**) are between you and MJM Lawyers Pty Limited ACN 612 454 949 (**MJM**).
2. The Terms apply and you agree to be bound by the Terms, whenever you use, browse or interact with our website (including by uploading information, documents or other material) at <http://www.mjmlawyers.com.au> (**Website**) and when you access information, services (such as the Online application for Probate or Letters of Administration) or forms via our Website, including by signing up via our Website to receive information, email communications or services from MJM (collectively referred to as the **Service**).
3. By continuing to use the Website and the Service, you agree to be bound by the most recent Terms published on the Website and you commit to comply with these terms.
4. Upon the provision of Information via the Website, you warrant that you are:
 - a. 18 years or over, of legal age to form a binding contract with MJM and have the necessary capacity to enter into a binding legal contract in the place where you are accessing the Service;
 - b. that all Information you have provided is true, accurate and complete, and
 - c. that you have the authority to provide the Information.

No legal advice

5. The information and other material on our Website or provided via the Service is provided for your general information only and should not be relied on as legal advice or as a substitute for legal advice. Each person's circumstances will be different and the information provided will not specifically address your individual circumstances and needs.
6. The communication of information from our Website or Service does not and should not be taken by you to give rise to a Lawyer-Client relationship between you and us or any other party unless we have entered into a separate and specific Engagement and Cost Agreement with you
7. You should not act on any information published on our Website without first obtaining specific legal advice from us, after we have entered into a specific Engagement and Cost Agreement with you.
8. You consent to MJM contacting you in connection with legal services following your use of the Website or Service.
9. You agree and acknowledge that:
 - a. the provision of Information via the Website or the Service does not constitute a binding agreement between you and MJM for legal advice or legal services;
 - b. a separate agreement must be entered into between you and MJM for the engagement of MJM's legal services (Engagement and Cost Agreement);

City Office and Postal Address:

21/133 Castlereagh St, Sydney, NSW 2000

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- c. all professional legal services provided by MJM further to the Service, such as in connection with advising on or preparing an application for a Grant of Probate or Letters of Administration, will be subject to the terms of the Engagement and Cost Agreement.

Inaccuracies

10. We do not make any warranty or accept any liability in respect of any information published on our Website.
11. Whilst we will make every effort to keep the information and other material on our Website and Service up-to-date, there may be delays in updating the information or errors or omissions, arising from a change in the law or otherwise. We make no warranties or representations about our Website or Service or that any of its content is accurate, current or complete.

Technical Issues

12. We make no representation or warranty that the material on our Website or provided via our Service is free from viruses or other defects. You transmit information to us via our Website or Service at your risk generally.
13. Subject to the consumer guarantees provided for in the Australian Consumer Law, MJM does not warrant that you will have continuous access to the Website or the Service.
14. MJM will not be liable if the Website or the Service is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities, interruption in telecommunications supply or otherwise.
15. MJM does not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication (including electronic mail) is vulnerable to interception by third parties.
16. MJM does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Website and the Service and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

Third Parties

17. We make no representation or warranty as to the accuracy or any other aspect of the information or material on third party websites accessed by you via a link on our website or via email communications from MJM.
18. We do not have any arrangement and do not endorse or recommend any of the information, goods or services provided by any third party (including any verification of identity services).
19. If information is provided by you to a third party (for example, for the purpose of verifying your identity), introduced to you by MJM in any way, we make no representation or warranty in relation to the quality of the services offered by the third party or the ability of the third party to keep your information private and confidential.

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No Liability

20. By using our Website or Service, you agree that we are not responsible to you or anyone else for any direct or consequential loss suffered in connection with the use of our Website or Service.
21. We exclude, to the fullest extent permitted by law, any liability which may arise as a result of use of our Website or Service, including without limitation the defamatory, offensive or illegal conduct of any user of the Website, whether caused through the negligence of us, or our employees and contractors, or our agents or through any other cause.

Privacy Policy

22. By using our Website and Service, you agree to the terms of our separate Privacy Policy published on our Website.

Information provided by you

23. Any information, documents or other material provided by you or uploaded by you via the Service (your Information) may be used by MJM in accordance with the terms below and the terms of our Privacy Policy published on our Website.
24. You retain all Intellectual Property Rights in your Information uploaded to the Service.
25. By providing your Information, you grant MJM a perpetual, non-exclusive, royalty free, irrevocable, transferable and worldwide licence (including the right to sub-licence), to use, adapt, copy, communicate, reproduce, modify, display, exploit, publish, re-distribute, broadcast, transmit, create derivative works from and incorporate in other works, your Information, for the sole purpose of providing the Service (including Legal Services) to you.
26. We may access or examine your Information and at our discretion monitor, move, remove, block, modify, edit, refuse to upload or disable access to your Information which we consider, in our sole discretion, to breach any Law or these Terms or to be otherwise unacceptable.
27. You acknowledge that we:
 - a. have no responsibility or liability for the deletion or failure to store any of your Information uploaded by you or any other user of the Service; and
 - b. are not responsible for any Information uploaded to the Service by you or any user of the Service nor under any obligation to monitor, move, remove, block, modify, edit or otherwise reject it.
28. You represent and warrant that:
 - a. you own the Information or have the necessary licences, rights, consents and permissions to publish the information you upload on the Service, including such consents as may be necessary to provide Personal Information on behalf of another person;
 - b. you have the right and power to grant the licence contained in clause 25 to us;
 - c. the Information uploaded by you will not infringe the Intellectual Property Rights of any Third Party; and
 - d. you will not upload Information that will cause you to breach the Terms.

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29. You acknowledge and agree that we are under no obligation to take legal action in relation to commencing, defending, enforcing, settling or compromising (as appropriate) any infringement or Claim relating to your Intellectual Property Rights in your Information.

Your Obligations

30. You must:
- a. ensure that your participation on the Service will not violate or result in the breach of any agreement between you and any Third Party;
 - b. publish, or otherwise make available, Data and Information necessary for MJM to provide the Service in accordance with the Terms and all applicable Laws;
 - c. comply with all reasonable directions of MJM with respect to your use of the Service;
 - d. take all reasonable steps to mitigate the risks inherent in the use of the Service, including loss of your own Data;
 - e. upon MJM's request, provide reasonable assistance in the investigation of any security issue relevant to the Service; and
 - f. immediately notify MJM if you become aware that the Service may infringe on the Intellectual Property Rights of a Third Party.
31. You must not:
- a. permit any other person to use the Service on your behalf;
 - b. breach or circumvent any applicable Laws;
 - c. damage or tamper with the operation of the Service;
 - d. frame any portion of the Service without MJM's written consent;
 - e. bypass (or attempt to bypass) any security mechanisms imposed by the Service;
 - f. impersonate or falsely claim to represent a person or organisation;
 - g. knowingly introduce or permit the introduction of a virus, worm, Trojan horse, malware, spyware, disabling or malicious device or code, time bomb, or any other software or hardware or configuration that may cause harm or change to the Service;
 - h. remove, modify or obscure any copyright, trade mark, or other proprietary right notices that appear on the Service;
 - i. engage in any activities that are commercial, including selling, marketing, advertising or promoting goods or services, except if expressly permitted by these Terms;
 - j. post, link to, or otherwise communicate or distribute any misleading, deceptive, inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or Information;
 - k. download, transmit, copy, store, reformat or otherwise modify any element of the Service; and
 - l. use the Service in a manner which is unlawful or would infringe the rights of another person including any Intellectual Property Rights.

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Intellectual Property

32. MJM Lawyers Pty Limited owns the copyright and all other intellectual property rights in information and material contained on our Website and provided via the Service unless expressly stated to the contrary.
33. You are not permitted to reproduce, use, transmit or alter any material we publish or provide to you by any means.
34. You are not permitted to use any trade marks, logos or trade names appearing on the Website or Service.

Exclusions, Warranties and Indemnities

35. Subject to the following clause, any representation, warranty, condition, guarantee or undertaking that would be implied in these terms by Law, trade, custom or usage is excluded to the maximum extent permitted by Law.
36. Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law or any other applicable Law that cannot be excluded, restricted or modified by agreement.
37. To the fullest extent permitted by Law, the liability of MJM for a breach of a non-excludable guarantee referred to in the above clause is limited to, at your option: a the supplying of the services again; or b the payment of the cost of having the services supplied again.
38. Subject to clause 36, MJM is not liable to you for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising out of or in connection with the Service.
39. Subject to the previous clauses, the maximum aggregate liability of MJM for all Losses and Claims arising out of or in connection with the use of the Service excluding the Legal Services, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of \$100.
40. You agree and acknowledge that you will fully indemnify MJM in respect of all Loss, (including legal fees on a full indemnity basis) and Claims howsoever arising, whether at common law (including negligence) or under statute, in connection with: a any breach of these Terms by you; b your use of the Service, including any wrongful, wilful or negligent act or omission; c your communications with MJM; or d your use of Third Party websites linked to the Service.
41. Unless these Terms expressly provide otherwise: a each indemnity in these terms survives the expiry or termination of these terms; and b a Party may recover a payment under an indemnity in these Terms before it makes the payment in respect of which the indemnity is given.

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Miscellaneous

42. These Terms contains the entire understanding between the Parties concerning the subject matter of these Terms and supersedes all prior communications between the Parties.
43. These Terms bind and benefit the Parties and their respective successors and permitted assigns.
44. MJM is permitted to assign or otherwise transfer the benefit of these Terms without your prior consent.

Governing Law

45. The Terms, the Website and the Service are governed by the laws of New South Wales. The Parties submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, its performance or subject matter.

Definitions and Interpretation

46. The following definitions and interpretation apply with respect to These Terms:
 - a. **Claim** includes a claim, notice, demand, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award or loss, whether based in contract, civil, common law, tort (including negligence) or statute and whether involving a Party, Third Party or otherwise;
 - b. **Data** means all of the data and Information which is stored in, processed by or retrievable from the Service;
 - c. **Government Agency** means any government or any public, statutory, governmental (including a local government), semi-governmental or judicial body, entity, department or authority and includes any self-regulatory organisation established under statute;
 - d. **Information** means any information, whether oral, graphic, electronic, written or in any other form, including:
 - i. forms, memoranda, letters, specifications, processes, procedures, statements, formulae, technology, inventions, trade secrets, research and development information, know-how, designs, plans, photographs, microfiche, business records, notes, accounting procedures or financial information, sales and marketing information, names and details of customers, suppliers and agents, employee details, reports, drawings and data;
 - ii. copies and extracts made of or from that information and data, whether translated from the original form, recompiled, partially copied, modified, updated or otherwise altered; and
 - iii. samples or specimens disclosed by either Party
 - e. **Intellectual Property Rights** means all present and future intellectual and industrial property rights conferred by statute, at common law or in equity and wherever existing, including:
 - i. patents, inventions, designs, copyright, trade marks, brand names, product names, domain names, database rights, rights in circuit layouts,, know how, trade secrets and any other rights subsisting in the

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- j. the words “in writing” include any communication sent by letter or email or any other form of communication capable of being read by the recipient;
- k. a reference to a thing includes a part of that thing;
- l. a reference to all or any part of a statute, rule, regulation or ordinance (statute) includes that statute as amended, consolidated, re enacted or replaced from time to time;
- m. wherever “include”, “for example” or any form of those words or similar expressions is used, it must be construed as if it were followed by “(without being limited to)”;
- n. money amounts are stated in Australian currency unless otherwise specified;
- o. a reference to time is to Sydney, NSW, Australia time;
- p. a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (defunct body), means the agency or body that performs most closely the functions of the defunct body;
- q. any agreement, representation, warranty or indemnity in favour of two or more parties (whether those parties are included in the same defined term or not) is for the benefit of them jointly and severally; and
- r. any agreement, representation, warranty or indemnity by two or more parties (whether those parties are included in the same defined term or not) binds them jointly and severally.

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