

WR Law Business Pack

Terms & Conditions

Business Pack Terms & Conditions

1. Introduction

- 1.1. These Terms and Conditions (“Terms”) govern your subscription to the Business Package and form a binding contractual agreement (“Agreement”) between you, a client subscribed to the Business Package (“you”, “your”, “client”) and us, WR Law Pty Ltd ACN 638563916 (“WR Law”, “us”, “we”).
- 1.2. For that reason, these Terms are important, and you should ensure that you read them carefully and contact us with any questions before you subscribe to a Business Package You can contact us on rraco@wrlaw.com.au
- 1.3. By signing up to a Business Package subscription you acknowledge and agree that you have had sufficient chance to read and understand these Terms, and you agree to be bound by them. If you do not agree to these Terms, you must not sign up to a Business Package.
- 1.4. WR Law provides legal services through the Business Package as an information resource, directory, and discussion board community for Australian business people, entrepreneurs and start-ups to provide quality legal services, while giving value for money as well as certainty in regards to managing their expenditure on legal costs.
- 1.5. We may change all or part of the Terms at any time. If we do, the new Terms will be emailed to your nominated address. Your subsequent or continued subscription constitutes your acceptance of any changes. If you object to any changes to these Terms, your only remedy is to immediately discontinue your subscription after the initial 12-month term.
- 1.6. These Terms were last updated on [insert date].

2. Definitions

In these terms and conditions:

- 2.1. **“Initial Scoping Call”** means an initial teleconference with one of our experienced solicitors.
- 2.2. **“Business Package”** means the Business Package Type provided in Australia by WR Law to clients who have subscribed to that particular package type, and paid for by equal monthly instalments over a minimum 12 month term
- 2.3. **“Business Package Type”** means the Business Package selected at the time of subscription. The Business Package Type you are subscribed to is the Business Package Type you selected when you entered into this agreement.
- 2.4. **“Material”** means text, illustrations, photos, audio, video, any combination of these or other material.
- 2.5. **“Subscriber”** means a client of WR Law who has signed up to receive a Business Package.
- 2.6. **“Tailored Document”** means one version of any particular document available to the Subscriber as per the Business Package Type. These Tailored Documents are basic, standard, non-complex albeit tailored legal documents only. This excludes any non-standard, complex or lengthy documents. Please refer to clause 3.7.
- 2.7. **“Terms”** means these terms and conditions, together with the Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere on the website, or within any marketing or informational communications sent to you.
- 2.8. **“us”, “we” or “our”** means WR Law Pty Ltd and/or its employees related bodies corporate.
- 2.9. **“Unlimited Contact”** means contact by way of either phone call or email to the WR Law team in accordance with clause 3.6
- 2.10. **“you” or “your”** means any authorised user of the service, whether or not you are the named subscriber.

3. **Business Package Types**

- 3.1. There are a number of Business Packages which provide different levels of service which you can select, depending on how many legal documents you need to have tailored for your business. WR Law offers three (3) Business Package Types:
 - a) Business Package 2;

- b) Business Package 3;
 - c) Business Package 4;
- 3.2. “Business Package 2” entitles the Subscriber to the following services:
- a) Initial Scoping Call; and
 - b) Two hours of contact with the WR Law HR team and two hours of verbal legal advice;
 - c) Two employment contracts; and
 - d) Four HR policies.
- 3.3. “Business Package 3” entitles the Subscriber to the following services:
- a) Initial Scoping Call;
 - b) Three hours of contact with the WR Law HR team and three hours of verbal legal advice;
 - c) Three employment contracts; and
 - d) Six HR policies.
- 3.4. “Business Package 4” entitles the Subscriber to the following services:
- a) Initial Scoping Call;
 - b) Four hours of contact with the WR Law HR team and four hours of verbal legal advice;
 - c) Four employment contracts; and
 - d) Eight Tailored Documents.
- 3.5. In the event that the Subscriber’s use of the WR Law team is in excess of the agreed amount, we will need to account to you for our time spent on your matter from that point in time. If this is the case, we will use reasonable endeavours to notify you as soon as reasonably practicable. **However, there may be circumstances where it is not practicable to do so, including but not limited to circumstances of urgency, and we will need to proceed at our standard hourly rates and you agree to pay for same.** Should you wish to continue to instruct

WR Law, you will be advised that any future work may be subject to a separate costs agreement between you and WR Law. Advice included in the Business Package Type is short, non-complex, non-time consuming in nature and may include any questions relating to any specific to any Documents prepared by us for you under your Business Package. It does not include:

- a) Complex, lengthy or urgent advice;
 - b) Review or analysis of documents which we have not prepared or tailored for you under your Business Package;
or
 - c) advice that requires research or consultation.
- 3.6. Business Package Type may include the provision of Tailored Documents which are tailored specifically to the business needs of the client. WR Law, as provider of the legal services, will make necessary amendments and clarify queries regarding any documents provided, subject to those amendments and clarifications being reasonable in the circumstances of the complete instructions provided. Where the Subscriber's circumstances change after the provision of the documents, such that substantial amendments are required, those amendments will not be included in the Business Package. WR Law reserves the right to determine that there has been a change of circumstances. This will be outside the scope of the Business Package and we are entitled to charge our standard hourly rates outlined at clause 6.18. If this is the case, WR Law will endeavour to provide an estimate of our professional costs for that work in accordance with the Legal Profession Uniform Law 2014 and these Terms.

4. Work that is not included in the Business Package

- 4.1. Where a selected service will incur government charges and/or other extra charges in order to provide that service to you, those charges are not included in the Business Package subscription fees to you and will be payable by you at the time they are incurred. Such charges may include, for example, filing fees with IP Australia, or ASIC or Land Title Office search fees.

5. Your Subscription

- 5.1. When registering as a client of the Business Package, you must provide us with accurate, complete and up-to-date registration

information, as requested by us from time to time. It is your responsibility to inform us of any changes to your registration information. We will treat your personal information strictly in accordance with our Privacy Policy.

- 5.2. You must not impersonate or create a subscription for any person other than yourself.
- 5.3. We may at any time request a form of identification to verify your identity.
- 5.4. You must ensure the security and confidentiality of your membership details, including any username and/or password assigned to you. You are wholly responsible for all activities which occur under your membership details (including unauthorised use of your credit card). You must notify us immediately if you become aware of any unauthorised use of your membership details. You must not permit your membership details to be used by or transferred to any other person.
- 5.5. We reserve the right to, in our sole discretion, suspend or terminate your membership if we believe you are abusing the services in any way, or if you have breached the Terms.
- 5.6. The Business Package services are made available to individuals and corporations, and are not intended to cover or be used for any jurisdiction other than Australia.
- 5.7. At the time you subscribe to the Business Package, you will select the level of service you wish to receive from the package.
- 5.8. WR Law reserves the right to change the pricing for the Business Package at any time. If WR Law changes the pricing of the Business Package, the new prices will be published on our website.
- 5.9. If the Business Package you have subscribed to includes the provision of legal documents, we will deliver tailored documents to you in accordance with the Business Package to which you are subscribed as soon as reasonably practicable, having regard to receiving detailed instructions from you, workload and technical factors. You acknowledge and agree not to transact or enter into legally binding agreements until such time as we provide the selected Tailored Documents to you. Should you enter into any binding agreements in the absence of the protection of a written legal document, you agree to hold harmless WR Law from any and all loss and/or damage suffered

as a result of your breach of this term and agree to indemnify us in accordance with clause 24.

- 5.10. Once a Subscriber is subscribed to the Business Package, the price for the package will be honoured for the minimum 12 month term of the agreement, so long as all instalment periods have been made on or before each date payment is due.
- 5.11. A Subscriber is not entitled to downgrade their Business Package within the minimum 12 month term of the agreement.
- 5.12. A Subscriber may upgrade their subscription to a Business Package of a higher value, giving them access to more services, at any time within the minimum 12 month term. If a Subscriber does upgrade their subscription during the term of the agreement, the agreement renews for a further 12 months from the date of upgrade on the higher value Business Package Type.
- 5.13. If a Subscriber breaches any of these Terms, WR Law reserves the right to terminate the agreement. If the agreement is terminated for breach of these Terms, the balance of instalments due for the remainder of the term of the agreement will become immediately due and payable.
- 5.14. In the event that instalment payments are unable to be deducted or otherwise remain unpaid within the term of the Business Package Subscription, for any reason, the balance of the total remaining instalment payments will become payable immediately, unless the default is rectified within 7 days of notification of the default.
- 5.15. If monies due to WR Law remain outstanding for a period of 30 days, WR Law reserves the right to:
 - a) charge interest on all monies outstanding at the maximum rate prescribed in Rule 75 of the Legal Profession Uniform General Rules 2015 (“Uniform General Rules”) (being the Cash Rate Target set by the Reserve Bank of Australia plus 2%); and
 - b) assign, sell or transfer any debt payable to a third party without further consultation with the Subscriber.
- 5.16. Without affecting any lien to which we are otherwise entitled at law over funds, papers and other property of yours:

- a) we shall be entitled to retain by way of lien any funds, property or papers of yours, which are from time to time in our possession or control, until all costs, disbursements, interest and other moneys due to WR Law have been paid; and
 - b) our lien will continue notwithstanding that we cease to act for you.
- 5.17. If you are a Business Package Subscriber you acknowledge that:
- a) your subscription is for your own personal use only and you will not enable third parties to have access to the material whether free or for a charge;
 - b) you are solely responsible for the protection and confidentiality of any password or user ID that may be issued to you from time to time and you will not reveal (or cause to be revealed through any act or omission) your password to any other person;
 - c) the price of any subscriber service is subject to change at any time.

6. These Terms form our costs agreement with you

- 6.1. These Terms form the basis of our costs agreement with you.
- 6.2. The Business Package is a package that consists of specific legal services provided at a fixed cost. The fixed costs for the total package are disclosed upfront to you, before you subscribe to the package.
- 6.3. If you require legal services not included in the Business Package during the term of your subscription, we will let you know. These will be outside the scope of the Business Package and our hourly rates will apply, outlined at clause 6.18. We will provide an estimate for that work before we seek your approval to proceed as quoted, in accordance with these terms.
- 6.4. You may seek independent legal advice before agreeing to this costs agreement proposed, or any other costs agreement offered by us.
- 6.5. You may negotiate the terms of this costs agreement.

- 6.6. You are entitled to receive a bill, and if you request it, fully itemised, within 30 days of receiving the lump sum bill.
- 6.7. You are entitled to progress reports of your matter and the costs incurred in your matter and to be notified of any substantial changes affecting costs.
- 6.8. You are entitled to:
 - a) seek the assistance of the designated local regulatory authority in the event of a dispute about legal costs;
 - b) be notified as soon as is reasonably practicable of any substantial change to any matter affecting costs;
 - c) accept or reject any offer we make for an interstate costs law to apply to your matter; and
 - d) notify us that you require an interstate costs law to apply to your matter.
- 6.9. If there is a dispute or you are unhappy with the costs you can require mediation of the dispute, apply for independent assessment within 12 months, or seek to have the cost agreement set aside.
- 6.10. The law of VIC applies to legal costs in relation to this matter.
- 6.11. You are entitled to accept or reject any offer we make for an interstate costs law to apply to your matter or notify us that you require an interstate costs law to apply to your matter.
- 6.12. Any costs agreement you enter will show the basis on which the costs and disbursements will be calculated, estimate the total payable, or a range of estimates including major possible variables, when you should pay, the interest payable if you fail to pay, and the person you should speak to about any concerns you have on the costs.
- 6.13. If you request an itemised bill and the total amount of the legal costs specified in it exceeds the amount previously specified in the lump sum bill for the same matter, the additional costs may be recovered by us only if:
 - a) when the lump sum bill is given, we inform you in writing that the total amount of the legal costs specified in any itemised bill may be higher than the amount specified in the lump sum bill, and

- b) the costs are determined to be payable after a costs assessment or after a binding determination under section 292 of the Uniform Law.
- 6.14. Nothing in these Terms affects your rights under the Australian Consumer Law.
- 6.15. If you have a dispute in relation to any aspect of our legal costs you have the following avenues of redress:
- a) in the first instance we encourage you to discuss your concerns with us so that any issue can be identified and we can have the opportunity of resolving the matter promptly and without it adversely impacting on our business relationship;
 - b) you may apply to the Manager, Costs Assessment located at the Supreme Court of VIC for an assessment of our costs. This application must be made within 12 months after the bill was provided or request for payment made or after the costs were paid.
- 6.16. For more information about your rights, please read the fact sheet titled “Legal Costs – Your Right to Know” or your local law society or law institute, or ask us for a copy.
- 6.17. In respect of our professional fees:
- a) the major variables that might affect the calculation of these costs are:
 - a.i. prolonged negotiations;
 - a.ii. examination of various correspondence;
 - a.iii. reviewing of documents submitted;
 - a.iv. time spent advising on an ad hoc basis;
 - a.v. time spent in correspondence, reviewing amended documents and making any further amendments going forward.
 - a.vi. the number and duration of telephone calls or other communications;
 - a.vii. your prompt and efficient response to requests for information or instructions;

- a.viii. whether your instructions are varied;
 - a.ix. whether documents have to be revised in light of varied instructions;
 - a.x. the lawyer or other persons with whom we deal and the level of cooperation of the lawyer's clients and other persons involved;
 - a.xi. changes in the law; and
 - a.xii. the complexity or uncertainty concerning legal issues affecting your matter.
- b) Our fees will be calculated as follows:
- i. Those members of the firm that work on your matter will record the time they spend and charge according to the following rates. As discussed, we will keep these costs down as much as we can while you are in the initial stages.
 - ii. The firm's fees are determined by applying these hourly rates to the units of time recorded by each staff member on your matter. Time is recorded in 6 minute units. For example, the time charged for a phone call of up to 6 minutes will be 6 minutes and the time charged for an attendance between 6 and 12 minutes will be 12 minutes. Our costs agreement sets out the basis on which our fees are calculated.

6.18. The hourly rates of the WR Law team are as follows:

Principal Lawyer	Hourly rate of	\$380 plus GST
Consultant	Hourly rate of	\$350 plus GST
Lawyer	Hourly rate of	\$250 plus GST
HR Professional	Hourly rate	\$240 plus GST
Paralegal	Hourly rate of	\$175 plus GST
Clerk	Hourly rate of	\$100 plus GST

In event of an inconsistency between these hourly rates and any subsequent costs agreement, the rates set out in the costs agreement will prevail. Please carefully review any costs agreement which we issue to you in the course of your matter.

6.19. We may incur disbursements (being money which we pay or are liable to pay to others on your behalf). Disbursements may include search fees, court filing fees, process server fees, expert fees, witness expenses, travel expenses, transcript expenses and barrister's fees. Where you instruct us to brief a barrister or other expert and they provide a disclosure and costs agreement we will provide this to you.

6.20. Disbursements are payable as and when they fall due for payment. We will not incur any substantial expense without first obtaining your permission.

- a) We will not charge you for photocopying,
- b) We will not charge you for printing,
- c) We will not charge you for telephone expenses,
- d) We will not charge you for postage or faxing,
- e) Should we incur fees or costs of third parties on your behalf (for instance barrister's fees or search fees, if agreed by you), we will ask you for payment of those accounts as and when they are received and invoice you for those disbursements.

6.21. It may be necessary for us to engage, on your behalf, the services of another lawyer or expert to provide specialist advice or services, including advocacy services. We will consult you as to the terms of that lawyer's engagement.

6.22. Before acceptance of a costs agreement with us you are entitled to negotiate these Terms.

7. Authorisation to Transfer Money from Trust Account

- 7.1. Where required, you authorise us to receive directly into our trust account any judgment or settlement amount, or money received from any source in furtherance of your work, and to pay our professional fees, internal expenses and disbursements in accordance with the provisions of Rule 42 of the Legal Profession Uniform General Rules 2015, made under the Legal Profession Uniform Law. A trust statement will be forwarded to you upon completion of the matter.

8. Online Payment Security

- 8.1. Subscribers to the Business Package will pay the agreed monthly subscription instalment on the date of commencement of subscription to the Business Package and monthly thereafter for the duration of the term of this agreement.
- 8.2. Subscription fees for the Business Package will be deducted using direct debit or credit card payments through our secure online payment gateway.
- 8.3. We will keep all information pertaining to your nominated account at the Financial Institution, private and confidential. Credit card or bank account details of all Subscribers may be retained by the payment gateway used by WR Law to process payments.
- 8.4. Business Package Subscription fees are in Australian Dollars (\$AUD) only.

9. Intellectual Property

- 9.1. The material on this website is protected by copyright under the Australian Copyright Act 1968 (the Act) and, through international treaties, in other countries. Content displayed on or via the Website is protected as literary works, a collective works and/or compilations, pursuant to copyright laws and international conventions.
- 9.2. Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own or are the licensee of all intellectual property rights on the website. Nothing displayed on the Website should be construed as granting any right of use in relation to any logo, masthead or trade mark displayed on the Website without the express written consent of the relevant owner.

- 9.3. You agree not to modify or distribute content from the Website without our express written consent. You may not disassemble, decompile, reverse engineer or otherwise attempt to discover any source code contained in the Website. Without limiting the foregoing, you agree not to reproduce, copy, sell, resell, or exploit for any purposes any aspect of the Website (other than for your own consumption).

10. Your Material

- 10.1. By uploading, transmitting, posting or otherwise making available any Material via the Website, for example by posting a comment on an article or a question on a forum, you:
- a) grant us a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit, modify, and exploit the Material in any form and for any purpose;
 - b) except where expressly stated otherwise, also grant each user of the Website a non-exclusive, worldwide, royalty-free, perpetual, licence to use, reproduce, edit and exploit the Material in any form for any purpose, subject to these Terms;
 - c) warrant that you have the right to grant the abovementioned licences;
 - d) warrant that the Material does not breach these Terms;
 - e) warrant that the Material does not infringe the rights of any third party; and
 - f) consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 10.2. We reserve the right (but have no obligation) to:
- a) review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates these Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and

- b) monitor use of the Website, and store or disclose any information that we collect, including in order to investigate compliance with these Terms Conditions or for the purposes of any police investigation or governmental request.
- 10.3. We are not responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the Website by any person other than us. For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the Website simply by facilitating others to post, transmit or otherwise make Material available.
- 10.4. We do not endorse any opinion, advice or statement made by any person other than us.

11. Policy on posting in the discussion forums

- 11.1. We want to ensure that the Website is useful, clean, friendly and as easy to use as possible for everyone. Posts that fall outside the rules stated in our Help sections on the Website (if any), guidelines on posting (if we provide any in addition to these Terms), or our Terms may be removed from the Website. We may remove any other posts as we see fit.
- 11.2. We may issue warnings, limit or terminate service, remove hosted content and take technical and legal steps to keep users off the Website, if we think they are creating problems or not acting in accordance with our policies. However, WR Law does not accept any liability for monitoring or for unauthorised or unlawful content on the Website or use of the Website by users.
- 11.3. You must be at least 18 years of age to use the Website.
- 11.4. As a condition of your use of the Website you agree that you will not:
 - a) violate the rules or guidelines on posting (if any);
 - b) harvest or otherwise collect information about others, including email addresses, without their consent;
 - c) bypass measures used to prevent or restrict access to the Website.

- d) use the Website in breach of any applicable laws or regulations;
- e) use the Website (or Material obtained from the Website):
 - i. to impersonate any person or entity;
 - ii. to solicit money, passwords or personal information from any person;
 - iii. to harm, abuse, harass, stalk, threaten or otherwise offend others; or
 - iv. for any unlawful purpose;
- f) use the Website to upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) any Material that:
 - i. is not your original work, or which in any way violates or infringes (or could reasonably be expected to violate or infringe) the intellectual property or other rights of another person;
 - ii. is false or misleading;
 - iii. contains, promotes, or provides information about unlawful activities or conduct;
 - iv. is, or could reasonably be expected to be, defamatory, obscene, offensive, threatening, abusive, pornographic, vulgar, profane, indecent or otherwise unlawful, including Material that racially or religiously vilifies, incites violence or hatred, or is likely to offend, insult or humiliate others based on race, religion, ethnicity, gender, age, sexual orientation or any physical or mental disability;
 - v. exploits another person in any manner;
 - vi. contains nudity, excessive violence, or sexual acts or references;
 - vii. includes an image or personal information of another person or persons unless you have their consent;

- viii. poses or creates a privacy or security risk to any person;
 - ix. you know or suspect (or ought reasonably to have known or suspected) to be false, misleading or deceptive;
 - x. contains large amounts of untargeted, unwanted or repetitive content;
 - xi. contains restricted or password only access pages, or hidden content;
 - xii. contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware;
 - xiii. advertises, promotes or solicits any goods or services or commercial activities (except where expressly permitted or authorised by us); or
 - xiv. contains financial, legal, medical, health, nutritional or other professional advice;
- g) interfere with, disrupt, or create an undue burden on the Website;
 - h) use any robot, spider, or other device or process to retrieve, index, or in any way reproduce, modify or circumvent the navigational structure, security or presentation of the Website;
 - i) use the Website with the assistance of any automated scripting tool or software;
 - j) frame or mirror any part of the Website without our prior written authorisation;
 - k) use code or other devices containing any reference to the Website to direct other persons to any other web page;
 - l) except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Website or cause any other person to do so; or
 - m) delete any attributions or legal or proprietary notices on the Website.

- 11.5. You are solely responsible for all information that you submit to the Website and any consequences that may result from your post. You are also responsible for the actions of any person who uses your login details, regardless of whether their actions are authorised by you or not.
- 11.6. We reserve the right at our discretion to remove any post that we feel is inappropriate, breaches these Terms, is not relevant, or of value to the Website community, with or without notice to the poster. We also reserve the right at our discretion to restrict usage of the Website either temporarily or permanently, or refuse a user registration
- 11.7. Some general reasons why a post may be deleted include (but are not limited to):
 - a) The post breaches these Terms or guidelines (if any) on posting;
 - b) The post breaches Australian law. Before posting on the Website it is the responsibility of the user to ensure that content adheres to the Website posting policies as well as applicable Australian laws. As a condition specified under these Terms, you agree that you will not violate any laws;
 - c) Posts are in a language other than English. It is acceptable to include an accurate translation of your post in another language in addition to English;
 - d) Inappropriate language;
 - e) Inappropriate or unauthorised photo(s)/image(s); or
 - f) Selling or offering services for dietary supplements, medicine, pharmaceutical products or any other services or products.
- 11.8. There are several ways that your post may be found to be in breach of these Terms and our general policies and removed from the Website including:
 - a) your post has been reported to us. When this happens your post may be temporarily suspended until it is reviewed. We check reported posts as fast as we can. If we conclude that the post has not breached these Terms we will activate the post again as soon as practicable. If

we conclude the post is in breach, it will be permanently removed from the Website; and

- b) your post has been removed by our moderation tools. Posts that are identified by our automated tools as inappropriate, and found to breach our Terms will be removed from the Website.

12. Personal information and Privacy

- 12.1. By signing up to a Business Package, or using the Website, you agree to the collection, transfer, storage and use of your personal information by WR Law on servers as described in our Privacy Policy. You also agree to receive marketing communications from us, our sponsors or affiliates, unless you tell us otherwise.
- 12.2. We will collect personal information from you in the course of providing our legal services. All personal information is managed in accordance with our Privacy Policy.
- 12.3. We are able to send and receive documents electronically. However, as such transmission is not secure it may be copied, recorded, read or interfered with by third parties while in transit. If you ask us to transmit any document electronically, you release us from any claim you may have as a result of any unauthorised copying, recording, reading or interference with that document, for any delay or non-delivery of any document and for any damage caused to your system or any files.

13. Third party websites, advertising and activities

- 13.1. We may feature or display links and pointers to websites operated by third parties on the Website. Such websites do not form part of the Website and are not under our control. We do not accept any responsibility in connection with any such website. If you link to any such websites, you leave the Website entirely at your own risk.
- 13.2. The Website may feature or display third party advertising. By featuring or displaying such advertising, we do not in any way represent that we recommend or endorse the relevant advertiser, its products or services.
- 13.3. If you contact a third-party using functionality provided on the Website, including via email, we do not accept any responsibility

for any communications or transactions between you and the relevant third party.

- 13.4. From time to time, we may promote, advertise, or sponsor functions, events, offers, competitions or other activities that may be conducted offline and may be conducted by third parties. You participate in any such activities entirely at your own risk. We do not accept any responsibility in connection with your participation in activities conducted by any third party. These communications and/or activities may be subject to separate terms and conditions and are conducted in accordance with the terms of our Privacy Policy. For example, the personal information you provide when registering on the Website may be used, or disclosed, for the purpose of sending you marketing or promotional material about a third party business that we believe may be of interest to you. You will be given an opportunity to unsubscribe to any of these communications in accordance with applicable legislation. If you wish to make a complaint or provide feedback about a privacy related matter, please email our Privacy Officer at rraco@wrlaw.com.au.

Google Maps

The Google Maps service is made available to you under licence from Google Inc. By using the Google Maps service and any data or information accessed from Google Maps, you also agree to be bound by the Google Maps terms and conditions available at http://www.google.com/intl/en_us/help/terms_maps.html.

14. Cookies

The website utilises cookies. If you do not have cookies enabled in your web browser some functions of the website may not work as intended.

15. Links

- 15.1. You are welcome to create links from your website to the Business Package website. However, you must not use WR Law trade marks or logos for this purpose unless you have our permission.
- 15.2. Our website and emails may contain links to websites not owned or operated by WR Law. We do not accept liability for the availability or content of these third party sites.

16. Liability

- 16.1. We will not be liable to you for any losses arising from the provision of the tailored legal documents, in circumstances where you have given us instructions that are either false, incomplete, or otherwise inadequate or deficient. We will not be liable to you for any losses arising from your selection of a limited Business Package or where you nominate documents for inclusion in your Business Package which are not the documents you most require. In this regard, you agree to indemnify us in accordance with clause 17 below.
- 16.2. Except where expressly stated otherwise, Material on the Portal is provided by way of general information only, and as an educational resource aimed at helping small to medium businesses and start-ups in Australia. It is not intended as legal advice or other professional advice and must not be relied upon as such. You should make your own inquiries and take independent advice tailored to your specific circumstances prior to making any decisions.
- 16.3. You acknowledge that you will contact us, or another independent legal representative, to ensure that any advice is proper and suitable for your business.
- 16.4. For the avoidance of doubt, we do not accept liability for any loss or damage suffered by you as a result of you relying solely on Materials provided in the Website without consulting us for specific legal advice. Should you decide to act in reliance solely on Materials provided in the Website, you indemnify us in accordance with clause 17 below.
- 16.5. We will not be liable for loss resulting from any action or decision by you in reliance on the Material on the Website, nor from any interruption, delay in operation or transmission, virus, communications failure, Internet access difficulties, or malfunction in equipment or software.
- 16.6. None of our affiliates or directors, officers, employees, agents, contributors, third party content providers or licensors makes any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with the email or the Website, its use, its content or any products or services (including our products or services) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- a) 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.
- b) accessing any sites or servers maintained by other organisations through links on the email or the Website. Links are provided for the convenience of users of the email and the Website only and without responsibility for the content or operation of those sites. Unless otherwise stated, linked sites and their products and services are not endorsed by us the Publishers and your linking to any such site is at your own risk.
- c) the provision of credit card or other financial information, the failure to complete (or delay in completing) any transaction, or other loss or damage arising from any e-commerce transacted or attempted to be transacted on the Website.
- d) defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.
- e) a breach by us of our Privacy Policy (other than a wilful breach).

16.7. You use the information on the Website at your sole risk.

16.8. To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages associated with your access to the Website or your inability to access the Website.

16.9. These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:

- a) the supply of the services again; or
- b) the payment of the cost of having the services supplied again.

- 16.10. You agree not to hold us responsible for things other users post or do.
- 16.11. As some of the content on the Website may come from other users or other sources, we do not guarantee the accuracy of postings or user communications or the quality, safety, or legality of the goods and services on offer. You acknowledge that we are not responsible for, and accept no liability in relation to, any other users' use of, access to or conduct in connection with the Website in any circumstance.
- 16.12. In no event do we accept any liability for the posting of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation any transmissions that encourage or represent conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law.
- 16.13. We cannot guarantee continuous, error-free or secure access to our services or that defects in the service will be corrected. While we will use reasonable efforts to maintain an uninterrupted service, we cannot guarantee this and we do not give any promises or warranties (whether express or implied) about the availability of our services.
- 16.14. Accordingly, to the extent legally permitted, we disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss, whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising from your use of the Website, even if you advise us or we could reasonably foresee the possibility of any such damage occurring.
- 16.15. If we are found to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the total fees you pay to us in the 12 months prior to the action giving rise to liability.
- 16.16. In no circumstances will we be liable to you for any indirect, incidental, special and/or consequential losses or damages (including loss of profits, revenue, production, goodwill, data or opportunity) of whatever nature howsoever arising in connection with the Website.

17. Indemnity

You agree to fully indemnify us, our affiliates, employees, agents, contributors, third party content providers and licensors from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or by us as a direct or indirect consequence of your accessing, using or transacting on this Website or your attempts to do so, and/or any breach by you or your agents of these Terms.

18. Termination and suspension Policy

18.1. In the event that a subscriber wishes to suspend their subscription on the grounds of hardship, WR Law may allow, in its sole discretion, for instalment payments and services to be suspended for a set period by agreement. For suspension requests, please contact rraco@wrlaw.com.au.

18.2. We may cease to act for you or refuse to perform further work on the following grounds, including but not limited to:

- a) while any of our tax invoices remain unpaid;
- b) if you do not within 7 days comply with any request to pay an amount in respect of disbursements or future costs;
- c) if you fail to provide us with clear and timely instructions to enable us to advance your matter, for example, compromising our ability to comply with Court directions, orders or practice notes;
- d) if you refuse to accept our advice;
- e) if you indicate to us or we form the confidence in us;
- f) if there are any ethical grounds which we consider require us to cease acting for you, for example a conflict of interest;
- g) for any other reason outside our control which has the effect of compromising our ability to perform the work required within the required timeframe; or
- h) if in our sole discretion we consider it is no longer appropriate to act for you; or
- i) for just cause.

- 18.3. We will give you reasonable written notice of termination of our services. You will be required to pay our costs incurred up to the date of termination on a pro-rata basis.

19. Retention of Your Documents

- 19.1. On completion of your work, or following termination (by either party) of our services, we will retain your documents for 7 years. Your agreement to these terms constitutes your authority for us to destroy your file and documents after those 7 years. The authority does not relate to any documents which are deposited in safe custody which will, subject to agreement, be retained on your behalf indefinitely. We are entitled to retain your documents while there is money owing to us for our costs.
- 19.2. You will be liable for the cost of storing and retrieving documents in storage and our professional fees in connection with this.

20. General Terms

20.1. GST

Unless stated to be otherwise, charges referred to for any goods or services supplied (or offered for supply) via the Site are stated inclusive of GST. Where GST applies to any supply made to you, we will deduct the applicable GST and issue you with a Tax Invoice. "GST" means the Australian goods and services tax charged under A New Tax System (Goods and Services Tax) Act 1999 ("Act"). "Tax Invoice" means tax invoice as defined by the Act.

20.2. Severability

If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

20.3. No waiver

If we don't enforce any particular provision, we are not waiving our right to do so later. If a court strikes down any of these terms, the remaining terms will survive. We may automatically assign this agreement at our sole discretion

20.4. Applicable law

These Terms shall be construed in accordance with and governed by the laws of Victoria, Australia. You consent to the exclusive jurisdiction of the courts in Victoria, Australia to determine any matter or dispute which arises under the Terms.

20.5. Resolution of disputes

Should a dispute arise between you and us, we strongly encourage you to contact us directly to seek a resolution by contacting us on at rraco@wrlaw.com.au. Any reasonable requests will be considered and we will attempt to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

20.6. Whole agreement

These Terms and the other policies posted on the Website constitute the entire agreement between WR Law and you, superseding any prior agreements.

20.7. Assignment

You may not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.