



WEBSITE TERMS OF USE

TERMS OF USE

This website (Site) is operated by O*NO Legal Pty Ltd (we, our or us). These terms set out how you can use our Site, legal content, and other resources featured on our Site. We have developed smart, on demand legal and privacy solutions so you can stand privacy prepared ('O*NO Privacy Prepared').

Acceptance of Terms

Your use of our Site or O*NO Privacy Prepared, is governed by these terms of use and our Privacy Policy (available on our site) (Terms). By accessing or using our Site, or by using O*NO Privacy Prepared, you agree to be bound by these Terms and Conditions. We recommend you take the time to read these Terms carefully and, if you do not agree to these Terms, stop using our Site.

No legal relationship

By using our site, you will not automatically become our client, or us your lawyers. No solicitor-client relationship is formed if you use our Site, receive any emails or Content from us or use O*NO Privacy Prepared. If you use O*NO Privacy Prepared and send the documents to us for legal review, we will be able to provide you with legal advice and our Legal Advice Terms and Conditions will apply to you.

General information only

Whilst O*NO has been designed and built by lawyers, this is general advice only and cannot be relied upon as legal advice as it does not take into consideration your exact business circumstances. This information is for guidance only as there are many remote exceptions to the *Privacy Act 1988* (Cth) and other laws. Contact us to find out if any of these exceptions apply to you. If you use O*NO Privacy Prepared and send the documents to us for legal review, we will be able to provide you with legal advice and our Legal Advice Terms and Conditions will apply to you.





TERMS OF USE

Intellectual Property rights

We own or license all intellectual property rights (including copyright and trade marks) in all information, text, material, graphics, logos, icons, sound recordings, software and source code on our Site ("Subject Matter").

Material on our Website, including photographs, plans, and drawings, and other Content are protected by copyright and are Our property or Our licensor's. Unless otherwise indicated, we reserve all rights in the Site materials. You may make a temporary copy of all or part of this material on your local computer for the sole purpose of viewing it, and print a single hardcopy of a whole page of this Site for limited use in your business (excluding using it in the operation of a legal service business). Except as permitted by the *Copyright Act 1968* (Cth), you may not otherwise copy or reproduce the material on our Site. Using the photographs, and other Content on our Site without our permission may constitute an infringement of copyright and may expose you to serious liability.

Additionally, subject to the *Copyright Act 1968* (Cth), you may not, without our written permission, in any form or by any means:

1. adapt, reproduce, retransmit, store, distribute, sell, print, display, perform, publish or create derivative works from the Subject Matter or Content; or
2. commercialise any information, products or services obtained from the Subject Matter or Content; or
3. circulate any Content to any third party; or
4. breach any intellectual property rights connected with our Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

Submission of material to us

Material that you submit electronically to us must comply with our specifications. We may at any time reject material submitted to us which is not submitted in accordance with our specifications. You warrant that you own the rights in the intellectual property that you provide to us, and that you are authorised to grant us the licence to use this material. You warrant to us that the use of material submitted to us does not breach or infringe:

1. any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
2. any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
3. State or Commonwealth privacy legislation or anti-discrimination legislation;
4. any financial services law as defined in the *Corporations Act 2001* (Cth); or
5. any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).



TERMS OF USE

Security of Information

We have taken all reasonable steps to preserve the security of the information you provide to us and we provide to you. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect all data transmissions over the Internet (including your information), we do not warrant and cannot ensure the security of any information which you transmit to us or which we transmit to you. As such, any information which you transmit to us is transmitted at your own risk.

Third party sites

Our Site may contain links to other websites ('Third Party Websites'). These links are provided for your convenience and information only, and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with Third Party Websites. Any dealings with you and Third Party Websites are solely between you and the third party, and you agree that we are not liable for any loss or damage incurred as a result of such dealings.

Warranties and disclaimers

To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

1. they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
2. access will be uninterrupted, error-free or free from viruses; or
3. our Site will be secure.

You read, use and act on our Site and the Content at your own risk.

Limitation of liability

To the maximum extent permitted by law, and without limiting any other provision in these Terms:

1. we exclude all liability for indirect, incidental, special and consequential loss or damage of any kind, loss or corruption of data, loss of use, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this agreement and/or its subject matter;
2. our Site is provided on an 'as is' and 'as available' basis;
3. we make and give no express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any services or Content you obtain from our Site;
4. no oral or written information or advice given by us, our suppliers, agents, representatives or employees will create a warranty or in any way increase the scope of the express warranties given, and you may not rely on any such information or advice.



TERMS OF USE

In the event that the supply of our services constitutes a supply of goods or services to a consumer as defined in the *Competition and Consumer Act 2010* (Cth) ('the Act') nothing contained in these Terms excludes, restricts or modifies any remedies or guarantees where to do so is unlawful. To the full extent permitted by law, where the benefit of any such remedy or guarantee is conferred upon you pursuant to the Act, our sole liability for breach of any such remedy or guarantee shall be limited to the remedies available under the Act. We do not guarantee that our Site or Third Party Websites will be free from viruses, or that access to our Site or Third Party Websites will function as intended or be uninterrupted. You must take your own precautions to ensure that the process which you employ for accessing our Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For clarity, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your access or use of our Site or any Third Party Website. Our limitation of liability will survive termination.

Indemnity

You indemnify us in respect of any liability suffered or incurred by us for any loss, cost (including legal costs on a full indemnity basis), action, proceeding, claim, damage, demand, liability or expense as a result of your breach of these Terms, your use of the Site, or warranties given by you. This indemnity continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

Termination and Discontinuance

We may:

1. terminate your use of the Site;
2. terminate these Terms; or
3. discontinue the Site (in whole or part),

in our absolute discretion and without any notice to you.

All conditions imposed on you by these Terms will survive.

Severance

A provision of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining provisions or parts of the provisions of this Terms continue in force.

Jurisdiction

Your use of our Site is governed by and construed in accordance with the laws of the Australian Capital Territory, Australia. By using our Site, you irrevocably and unconditionally submit to the jurisdiction of the courts of the Australian Capital Territory. Our Site may be accessed overseas. We make no representation that our Site complies with any laws outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.



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Variations

We may amend these Terms, including our Privacy Policy, from time to time. Amendments will be effective immediately upon notification on our Site. Your continued use of our Site represents an agreement by you to be bound by the Terms as amended. You should check our site regularly so you are kept up to date with our current Terms. Materials and information on this Site (Content) are subject to change without notice. While we use reasonable effort to ensure that our Content is accurate, current and complete, we don't represent, warrant or guarantee its accuracy, currency or completeness (to the maximum extent permitted by law) and we are not liable if any Content is inaccurate or out-of-date.

Disputes

The parties must use reasonable endeavours to resolve any dispute under these Terms by taking the following steps:

1. a party may serve notice on the other party advising of a dispute ('the Notice');
2. senior managers of the parties must meet within 7 days of receipt of the Notice to attempt to resolve the dispute;
3. if the dispute remains unresolved after 10 days of receipt of the Notice, the CEO or equivalent of each party will meet to resolve the dispute within 30 days of receipt of the Notice;
4. if the Dispute still remains unresolved the parties will resort to mediation or other alternative dispute resolution methods;
5. if the Dispute remains unresolved, or a party elects to move straight to expert determination in lieu of mediation or other alternative dispute resolution methods, the parties will resort to expert determination and the opinion of the expert will be binding on the parties, before they commence legal proceedings (except proceedings for interlocutory relief). Costs of any mediator or expert will be borne equally between the parties.

For any questions and notices, please contact us at:

Email: letschat@onolegal.com.au

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