



WEBSITE DISCLAIMER

LAW PRACTICE

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The following terms and conditions govern your use of the Website (**Terms and Conditions**). Please read these Terms and Conditions carefully before using the Website.

Refer to separate Disclosure Statement and Costs Agreement and Privacy Policy.

DEFINITIONS

The following definitions apply to these terms and conditions of website:

Scott Legal refers to Licage Enterprises Pty Ltd (ACN 600 469 172) trading as Scott Legal.

Linked Sites refers to links contained on the Website to sites on WWW owned and operated by third parties and which are not under the control of Scott Legal.

Personal Information is defined in the *Privacy Act 1988 (Act)* as “any information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion”. Such information may include your name, phone, mail, email, date of birth and other information you choose to provide or required for the purposes of dealing with Scott Legal as a client, potential client, supplier, job applicant, stakeholder, contractor or in some other capacity.

Website refers to Scott Legal’s website, www.scottlegal.com.au.

WWW refers to the World Wide Web.

TERMS

Use of Website

By accessing and/or using the Website, you agree to be bound by the following Terms and Conditions. The provision by Scott Legal of any information, services or other material on the Website (the **Website Content**) to you is expressly conditional on your acceptance without alteration of these Terms and Conditions.

Accuracy of information contained on Website

Whilst Scott Legal endeavours to keep all information on the Website up to date, it does not guarantee the accuracy of information given on the Website. The Website Content gives general guidance regarding legal matters and is not intended to provide a comprehensive view. You should seek legal advice specifically relating to your own circumstances in relation to any legal matters. Scott Legal assumes no responsibility for any consequence relating directly or indirectly to any action or inaction that you take based on the Website Content.

Copyright

The Website Content is provided to you for information purposes only.

The Website or the Website Content may be downloaded only for your personal and non-commercial use provided you do not remove any copyright and trade mark notices contained in the Website Content.

It is expressly prohibited, in relation to the use of the Website, or the Website Content, to:

- re-sell, reproduce or distribute the Website Content in any material form;
- store in any storage media;
- re-transmit any of the Website Content by any medium of communication;
- upload and/or repost the Website Content to any other site on the WWW; or
- modify or copy the layout of the Website or any computer software and/or code contained in the Website,

without the express prior written consent of Scott Legal.

No warranties

To the fullest extent permissible by law, Scott Legal disclaims any and all warranties, express or implied, guarantee or make any representation that:

- (a) the Website or the server that makes the site available on the WWW are free of software viruses. It is your responsibility to protect your data whether by virus scanning or other computer security systems;
- (b) the functions contained in any software contained on the Website will operate uninterrupted or are error-free;
- (c) errors and defects in the Website will be corrected;
- (d) the information contained on the Website is complete, true, accurate or non-misleading;
- (e) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website in any Website Content and/or of any Linked Sites;

- (f) information on this Website constitutes or is meant to constitute advice of any kind.

Limitation of Liability

Scott Legal will not be liable under any circumstances for any loss or damage of any kind recognised by law (whether under contract, tort or otherwise) which arise from:

- (a) acting, or failing to act, on any information contained on or referred to on the Website and/or any of the Linked Websites;
- (b) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website and/or any Linked Sites;
- (c) errors, defects or omissions in the Website;
- (d) delays to, interruptions of or cessation of the services provided in the Website or Linked Sites;
- (e) defamatory, offensive or illegal conduct of any user of the Website, whether caused through negligence of Scott Legal, its employees or independent contractors, or through any other cause; or
- (f) for any other reason permitted by law.

You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a direct or indirect consequence of you accessing the Website.

By using this Website, you agree that the exclusions and limitations of liability set out in these Terms and Conditions are reasonable.

Links to Other Websites

The Website may contain Linked Sites owned and operated by third parties and which are not under the control of Scott Legal. If Linked Sites are contained on the Website, Scott Legal:

- (a) provides the Linked Sites as a convenience to you and the existence of Linked Sites does not imply any endorsement by Scott Legal of the Linked Sites; and
- (b) is not responsible for the material contained on the Linked Sites.

Variation of Terms and Conditions

Scott Legal reserves the right to change these Terms and Conditions without notice to you at its discretion. Please check this page regularly to ensure you are familiar with the current version.

Termination of Access

Scott Legal may terminate access to the Website at any time without notice and in its discretion.

Scott Legal has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

Use of your Personal Information

As Scott Legal considers your privacy to be of paramount importance in operating the Website, Scott Legal will comply with its Privacy Policy contained on the Website and forms part of these Terms and Conditions (Privacy Policy).

Cyber Fraud

Cyber thieves are clever. If you have received a suspicious email from us in which you are given direction to disclose Personal Information or make a payment which is not consistent with our Costs Agreement or discussions held directly with you, you should contact our office directly (using our known phone number and email address) before disclosing such Personal Information or making any payment.

Relevant Jurisdiction

If any part of these Terms and Conditions is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of these Terms and Conditions and the severed part will have not affected the validity and enforceability of any remaining provisions.

These Terms and Conditions will be governed and interpreted in accordance with the law of the State of Victoria.

You agree to the jurisdiction of the courts of the State of Victoria to determine any dispute arising out of these Terms and Conditions.

Up to date as at 30 May 2018.