



## Website Terms and Conditions of Sale

### 1. General

- 1.1 These are the terms and conditions of sale for the Website which is managed by Support Legal Pty Ltd ACN 615 364 755 trading as Support Legal ABN 56 615 364 755. In this document, we are referred to as **Support Legal, we** or **us**.
- 1.2 These Terms apply to the sale of Digital Products and Services to you or your business from our Website. If you have an Account in the name of a business, a reference to you in this document is a reference to the business.
- 1.3 You accept these Terms by completing the Order process. When we accept your Order, it creates a legally binding agreement between us requiring you to make full Payment for your Order and for us to provide the Digital Products and Services for Delivery.
- 1.4 We may review and change these Terms by publishing the updated Terms on our Website and those changes will take effect immediately on publication. While we will try to update users on significant changes to these Terms, it is your responsibility to inform yourself of the current Terms by accessing them on our Website.
- 1.5 These Terms are to be read together with our Website Terms, which you accepted by continuing to access and use our Website. There may be additional terms and conditions applicable to particular Digital Products and Services, or the options for Delivery. We will let you know of these in the description of the particular Digital Product or Service and the Order process.
- 1.6 These Terms, the details provided in the Order process and the communications directly between you and us form the entire legally binding agreement between us. We are not liable for your discussions with, or representations made by, other parties who appear to represent us.
- 1.7 A waiver of any of these Terms is only valid if provided in writing and signed by either you or us. Any waiver is limited in scope and relates only to the specific obligation or breach that it was given in relation to. A waiver does not imply a waiver for any other obligation or breach or a repeat of that obligation or breach. If either you or we fail or delay in doing something under these Terms, then it is not a waiver.
- 1.8 If any part of these Terms is void, illegal or unenforceable, then that part will be severed, and the remaining part of these Terms will be in full force.
- 1.9 These Terms are governed by Australian law.

## 2. Definitions

### 2.1 When we use these words in this document, we mean:

- a. **Account** – The account with us or our nominated software provider in your name or the name of your business, which allows you or your business to purchase our Digital Products and Services from our Website or from our software provider. Your Account is subject to our Website Terms and these Terms and the terms and conditions of our software provider.
- b. **Balance Payment** – An amount equal to the Payment due less the Deposit held by us which is payable on Delivery of an Online Course or Service.
- c. **Confidential or Personal Information** – Information that is personal in nature or for which the holder of the information is expected, or for which a reasonable person ought to have known they would be expected, to maintain a level of confidentiality. This especially includes information that the owner has not granted the holder permission to use or information that is not available publicly.
- d. **Content** – All of a collection of information used together in an electronic form, including but not limited to text, images, logos, icons, videos, audio, code and any other element. The term Content also includes any combination of these individual elements.
- e. **Customer** – You.
- f. **Deliver or Delivery** – Our fulfilling of your Order either making the Digital Products available for download or providing them in another electronic manner. For Services, to Deliver means our fulfilling of your Order by completing the Services, which may be over several occasions.
- g. **Delivery Fee** – The fee that we may charge to Deliver the Digital Products and Services. We may refer to this fee by different names, such as a 'shipping fee', 'handling fee', etc. We calculate the Delivery Fee using a number of factors, including for example your preferred option for Delivery.
- h. **Deposit** – An amount paid to us to be held until Delivery of an Online Course or Service.
- i. **Digital Products** – Products that are in an electronic format which can be downloaded or shared online.
- j. **GST** – Goods and Services Tax.
- k. **Online Courses** – Courses that are designed for a wide audience and Delivered online, where each customer receives the same Content. Online Courses are Digital Products.
- l. **Order** – A request by you to purchase Digital Products or Services, or Subscriptions. Orders can be made by working with us under an agreement for our legal services.

- m. **Ordered Subscription Period** – The period of time that is nominated in your Order for a Subscription Period. The Subscription Period will be subject to us receiving full Payment for each of the Payment Periods in the Ordered Subscription Period.
- n. **Other Fees** – Additional fees and charges which we may charge in relation to your Order. For example, Other Fees may include an amount to cover our costs associated with changing or cancelling an Order. We will publish known Other Fees on our Website from time to time and will otherwise notify you of Other Fees payable when they become known to us.
- o. **Payment** – The amount of money you actually pay to us for your Order. You need to pay the total amount of the Price, Delivery Fee, GST (unless expressly included in the Price) and Other Fees for your Order and the full amount must be accepted by us before we consider that the process of providing Payment for your Order has been completed.
- p. **Payment Period** – For Subscriptions, the period of time that is covered by the Payment.
- q. **Price** – An amount payable for a Digital Product or Service, or Subscription. Unless otherwise stated, the Price excludes GST.
- r. **Refund** – A return of the amount actually paid for the Digital Products or Services, or Subscriptions, for which the Refund is being provided. The amount of the Refund will be less any Delivery Fee and any Other Fees owing to us under these Terms. A Refund can be for part or all of the amount paid.
- s. **Services** – Services that provide unique experiences to a Customer. Services can either be provided online, such as coaching to smaller groups or one-on-one, or Delivered in person to a specific location.
- t. **Subscription** – Providing certain Digital Products and Services, or a combination or multiple of them, for the Subscription Period.
- u. **Subscription Period** – The period of time during which the Digital Products and Services can be accessed as part of a Subscription.
- v. **Taxes** – All GST and other taxes, government or other charges which apply to the Order.
- w. **Terms** – These website terms and conditions of sale.
- x. **Third Party Payment Provider** – A party other than us that collects amounts on our behalf to be applied toward Payment for your Order.
- y. **Third Party Provider** – A party other than us that assists us to on our behalf.
- z. **Third Party Sale Platform** – A website, application or other arrangement, whether online or not, which is operated by a party other than us that allows us to sell Digital Products or Services, or Subscriptions, to Customers.

- aa. **Third Party Supplier** – A party other than us that supplies some or all of the Digital Products or Services to us to sell or supplies goods to use to develop the Digital Products or Services to sell.
- bb. **Website** – Our Website at [www.supportlegal.com.au](http://www.supportlegal.com.au).
- cc. **Website Terms** – Our website terms and conditions of use, which are published on our Website.

### 3. When These Terms Apply

- 3.1 If you are purchasing the Digital Products or Services or Subscriptions through a Third Party Sale Platform, and that Third Party Sale Platform has terms and conditions that you must accept before placing an Order, then those terms and conditions will apply. These Terms will apply to the extent of any inconsistency with the terms and conditions of the Third Party Sale Platform.

### 4. Your Account

- 4.1 It is necessary for you to create an Account so that you can access some Digital Products and Services.
- 4.2 It is your responsibility to ensure that all of your details in your Account, are correct and up to date. If not, we may not be able to provide the Digital Products or Services. When you place an Order, you warrant to us that all of the details in your Account are complete and accurate and if they are not, we may charge you Other Fees if we have extra costs because of the inaccuracies in your details.
- 4.3 We will not be liable for any loss or damage, or costs or expenses incurred, at common law, in contract, negligence, tort equity or any other law as a direct or indirect result of the details in your Account being incorrect or incomplete or your Account being used without your authority. Any liability that we may have will be reduced by the extent that you caused or contributed to the loss or damage. This is subject always to our obligations to you under the law.
- 4.4 You agree to not allow your Account to be used by any other person and to do what is reasonably necessary to prevent unauthorised access to your Account. We may request Payment from you for the amount of any loss, damage, cost or expenses incurred by us as a direct or indirect result of your Account being used without your authority, particularly if you are aware of the unauthorised use. You are kindly requested to let us know as soon as possible after you become aware of any unauthorised use so that we can minimise the risk of any losses, damages, costs or expenses being incurred.
- 4.5 We may at any time suspend or close your Account if you have breached or intend to breach these Terms, your actions negatively impact our reputation or that of a third party, if we are required to do so by law, or it is no longer commercially viable for us to keep the Account with you open.
- 4.6 When your Account is suspended or closed, these Terms will continue to apply.
- 4.7 All other terms and conditions of use for your Account are detailed in our Website Terms.

### 5. Your Personal Information and Privacy

- 5.1 We respect your privacy and are committed to safeguarding the privacy of our Customers and users of our Website.
  - 5.2 The Personal Information you provide is collected and used by us for the main purpose of providing our Digital Products and Services, and Subscriptions. We may not be able to do so without obtaining necessary Personal Information. We also collect and use your Personal Information for the purpose of providing you with information and updates about our range and new Digital Products and Services, and Subscriptions. We may also use your Personal Information to improve our Digital Products and Services, and Subscriptions.
  - 5.3 You agree that we may disclose your Personal Information to third parties for the purpose of providing you with our Digital Products and Services, and Subscriptions. This may include recipients outside of Australia. We will not provide your Personal Information to third parties for marketing or other purposes unless you have clearly provided your consent for us to do so. We may however disclose your Personal Information to a third party if we are required to do so by law.
  - 5.4 You also agree that our Third Party Payment Providers may collect your Personal Information for the purpose of processing the Payment for your Order. This may include recipients outside of Australia if necessary. The Third Party Payment Providers will not provide your Personal Information to us unless you have clearly provided your consent for them to do so. The Third Party Payment Providers may however disclose your Personal Information to us if required to do so by law. You should contact the Third Party Payment Provider for a copy of their privacy policy.
  - 5.5 A copy of our Privacy Policy is published on our Website. Our Privacy Policy contains information on how we manage Personal Information, including how you can access your Personal Information and request any corrections. Our Privacy Policy also contains information on how to make a complaint.
6. Our Use of Cookies
- 6.1 We may use cookies on our Website, which are small files used to identify users who visit our Website. These cookies may track and store information about your use of our Website and your Order and may be used in various ways to enable the full features of our Website. In addition, cookies may be used for marketing and advertising purposes, such as to suggest additional Digital Products or Services, or Subscriptions, whether now or at a later time, or to serve relevant ads to you through third party services such as Google Adwords. These ads may appear on our Website or other websites you visit. Most web browsers automatically accept cookies, but you may choose to reject the cookies by changing your browser settings. Rejecting use of the cookies may affect the quality of your access to and use of our Website.
  - 6.2 We may also use third party web analytic, reporting and statistics tools, such as Google Analytics which is a service provided by Google Inc. These tools use cookies to report on user interactions on our Website, including your IP address. This data is transferred to and stored by the third party provider, which may be located outside of Australia. You consent to the disclosure and transfer of your data to the third party by continuing to use our Website. For Google Analytics specifically, you may opt out of its tracking by visiting this site, <https://tools.google.com/dlpage/gaoptout/>.

6.3 If you do not consent to the collection of your personal data by the use of cookies, then you should disable them in your browser or stop using our Website. If you disable the use of cookies, our Website may not function as intended. By continuing to use our Website, you agree to the use of all cookies.

## 7. Digital Products and Services

7.1 We either own or have a licence to use the copyright and all intellectual property rights in the Digital Products. All Digital Products are sold subject to these Terms under the heading 'Your Licence to Use Digital Products'.

7.2 All Digital Products, including automated legal documents, are sold as legal products and without legal advice. Purchasing a legal product does not constitute legal advice or a legal service and does not create a lawyer-client relationship between us. To obtain legal advice, legal services or clarify whether a product is suitable for its intended use, including whether additional legal requirements exist, please engage the consultation services of a lawyer.

7.3 You must engage us as your lawyer before we can provide any legal advice or legal services. All legal services (including legal advice) are provided in accordance with a separate agreement between us.

7.4 The version of the Digital Product that you will receive is the version that was available at the time of completing your Order.

7.5 We may change the Digital Products and Services that are available at any time for any reason at our sole discretion and without notice. We have no obligation to keep any Digital Products or Services available for sale for any defined period or provide previously available Digital Products or Services for sale again. We may also provide a limit on the quantity of certain Digital Products or Services that are available for sale to any Customer.

7.6 We also may remove Digital Products or Services from sale at any time for any reason at our sole discretion and without notice. We have no obligation to make any Digital Products or Services that have been removed from sale available again for sale later.

7.7 We will not be liable for any loss or damage, or costs or expenses incurred, at common law, in contract, negligence, tort equity or any other law as a direct or indirect result of us changing the Digital Products and Services that are available or removing a Digital Product or Service from sale. Any liability that we may have will be reduced by the extent that you caused or contributed to the loss or damage. This is subject always to our obligations to you under the law (including the Australian Consumer Law).

7.8 We may provide information about the Digital Products and Services on our Website. This is general information and provided for your convenience only. You should only rely on the information in the description for a particular Digital Product or Service.

7.9 The Digital Products and Services are only sold with a warranty if a warranty is detailed in the description of the Digital Product or Service on our Website. Any liability that we may have will be reduced by the extent that you caused or contributed to the loss or damage. This is subject always to our obligations to you under the law (including the Australian Consumer Law).

- 7.10 We will let you know in the description of the Digital Product or Service if there are any additional terms and conditions that apply for that particular Digital Product or Service.
- 7.11 We may provide system, device, software or application recommendation information on our Website to assist you to make the best use of the Digital Products. This is general information and provided for your convenience only.
- 7.12 We may rely on information from you to complete developing the Digital Products or Services. In this case, you warrant to us that the information you provide is correct and if it is not, we may charge you Other Fees if we have extra costs because of the inaccuracies in your information.
- 7.13 We may allow you to customise selected Digital Products or Services by providing us with your Content. In this case, the section of these Terms titled 'Including Your Content in Digital Products or Services' applies.

## 8. Subscriptions

- 8.1 We may offer Subscriptions of Digital Products or Services for sale.
- 8.2 We may change which Digital Products and Services, or combination or multiples of them, are included in any Subscription at any time for any reason at our sole discretion and without notice. We have no obligation to keep any particular Subscription available for sale for any defined period of time or provide previously available Subscriptions for sale again. We may also provide a limit on the number of certain Subscriptions that are available to any Customer.
- 8.3 We also may remove any Subscriptions from sale at any time for any reason at our sole discretion and without notice. We have no obligation to make any Subscriptions that have been removed from sale available again for sale at a later date.
- 8.4 We will not be liable for any loss or damage, or costs or expenses incurred, at common law, in contract, negligence, tort equity or any other law as a direct or indirect result of us changing the Subscriptions available or removing a Subscription from sale. Any liability that we may have will be reduced by the extent that you caused or contributed to the loss or damage. This is subject always to our obligations to you under the law (including the Australian Consumer Law).
- 8.5 We will let you know in the description of the Subscription if there are any additional terms and conditions that apply for that particular Subscription.
- 8.6 Once Ordered, you may not assign the Subscription to another person.

## 9. Prices

- 9.1 By completing the Order, you agree to pay the total of the Price, GST, Taxes, Delivery Fee and any Other Fees in a currency accepted by us.
- 9.2 You must engage us as your lawyer before we can provide any legal advice or legal services. The Prices for all legal services (including legal advice) are in accordance with a separate agreement between us.

- 9.3 We may change the Price for any Digital Product or Service or Subscription at any time in our sole discretion and without notice. The Price that you will be liable to pay for the Digital Product or Service or Subscription will be the Price that applies at the time that your Order is processed. If the Price changes before the Digital Products and Services or Subscriptions in your Order are Delivered, then you will still need to pay the Price that applied at the time that your Order is processed.
  - 9.4 If we change the Price of a Subscription and the Price decreases, then the decreased Price will apply from the next Payment Period following the change in Price. If the Price increases, then we will contact you to determine whether you accept the increase in the Price or whether you would like to cancel the Subscription.
  - 9.5 We have no obligation to hold any Digital Product or Service or Subscription for you at any specific Price or for any specific period of time.
  - 9.6 We may provide discount codes as part of our marketing. You may use a valid discount code to obtain a reduction in the Price of a Digital Product or Service, or Subscription, or a reduction in the total amount of the total Price in your Order. We may either accept or reject the use of a discount code in our absolute discretion, without reason.
  - 9.7 Where we make an offer of a free Digital Product or Service, or Subscription, and you meet the requirements of the offer, then the Price will be nil.
  - 9.8 Where we make an offer of a discount for a specific Digital Product or Service or Subscription, and you meet the requirements of the offer, then the Price for that specific Digital Product or Service or Subscription will be reduced by the value of the discount.
  - 9.9 Where we make an offer of a discount for an Order, or specific combination of Digital Products or Services or Subscriptions, and you meet the requirements of the offer, then the total Price for the Order will be reduced by the value of the discount.
  - 9.10 Where we make an offer for a free trial period for a Subscription, and you meet the requirements of the offer, then Subscription Period will be adjusted by the duration of the free trial period.
10. GST and Taxes
    - 10.1 All amounts stated on our Website and in the Order exclude GST and Taxes unless clearly stated otherwise.
    - 10.2 We require you to pay all applicable GST and Taxes as part of the Payment for your Order. You indemnify us against any unpaid GST and Taxes for your Order.
    - 10.3 If it is determined that the amount of GST and Taxes for your Order is more than the amount collected for GST and Taxes by us as part of the Payment for your Order, then you must pay to us any additional amounts required within the time specified by us with our request for additional Payment.
    - 10.4 If it is determined that the amount of GST and Taxes for your Order is less than the amount collected for GST and Taxes by us as part of the Payment for your Order, then we will arrange for a Refund of the additional amount paid.

## 11. Orders



- 11.1 You may make an offer to purchase Digital Products or Services or Subscriptions on these Terms by following the instructions and completing the Order process on our Website. The Order is not complete and your offer to purchase will not be accepted until you receive confirmation from us that the Order has been accepted.
  - 11.2 You must engage us as your lawyer before we can provide any legal advice or legal services. You may make an Order for legal services (including legal advice) in accordance with a separate agreement between us.
  - 11.3 If there are any additional terms and conditions, we will let you know in the descriptions of the specific Digital Products or Services or Subscriptions. You agree to these additional terms and conditions when you complete the Order process.
  - 11.4 We may allow you to provide the details of another person who is authorised to accept Delivery of the Digital Products and Services in your Order on your behalf. In this case, you must have obtained that person's permission before providing us with their Personal Information. When you place an Order, we will rely on the fact that you have obtained that permission.
  - 11.5 We may allow you to choose between several preferred options for Delivery of the Digital Products and Services in your Order. We use this information to calculate the Delivery Fee. There may be restrictions on the Digital Products or Services, or quantity of them, that are available for certain Delivery options, or Delivery options in certain locations. In this case, we will notify you during the Order process and you will be requested to select another preferred Delivery option.
  - 11.6 We provide a range of Delivery options. However, sometimes we may not be able to for various reasons. In this case, we will notify you and you may be requested to select another preferred Delivery option. If another Delivery option is not suitable, we will arrange with you whether to change or cancel part or all of the Order. See the section of these Terms titled 'Changing or Cancelling Your Order'.
  - 11.7 When placing an Order for a Subscription, there will be an Ordered Subscription Period nominated for that Subscription. The Subscription Period will be subject to Payment of all Payment Periods for the Ordered Subscription Period. See the section of these Terms titled 'Payment for Subscriptions'.
  - 11.8 When placing an Order for an Online Course, you may be required to select your preference for a range of details, including for example a date and time for Delivery of the Online Course. Once your Order is completed, you offer to purchase the Online Course with the details that you have selected.
  - 11.9 If you place more than one Order, then you will be charged separate Delivery Fees and Other Fees for each Order and the Digital Products and Services and Subscriptions for each Order will be provided separately.
12. Including Your Content in Digital Products or Services
    - 12.1 We may allow you to submit Content to us or a Third Party Supplier or Third Party Provider to customise a Digital Product or Service. All submissions of Content must meet the requirements of these Terms.

- 12.2 We will only use Confidential or Personal Information in the Content for the purpose of customising a Digital Product or Service. This may include providing the Content to a Third Party Supplier or Third Party Provider and you allow us to do so. We will hold all Confidential or Personal Information in accordance with our privacy policy, which is published on our Website.
- 12.3 You guarantee, represent and warrant that you either own all of the copyright, moral rights and other intellectual property rights in the Content, or are authorised by the owner of the copyright, moral rights and other intellectual property rights in the Content to submit the Content for the purpose of customising a Digital Product or Service and providing the Content, and any Confidential or Personal Information within it, to a Third Party Supplier or Third Party Provider.
- 12.4 You are responsible for complying with all of the legal requirements of using the Content and all of the requirements of any third party owners of copyright, moral rights or other intellectual property in your Content, including any terms and conditions of any licenses to use that Content. We do not endorse, approve or support any material submitted by you and will not be liable in any way for any Content, to the full extent permitted by law.
- 12.5 You guarantee, represent and warrant that no part of the Content that you submit is subject to any confidentiality obligations on us or any Third Party Supplier or Third Party Provider for the Digital Product or Service.
- 12.6 You guarantee, represent and warrant that the Content does not contain any spam or unsolicited Content and that the Content does not contain any software errors or viruses, or code designed to interrupt our Website, the website of our Third Party Supplier or Third Party Provider or any software or equipment.
- 12.7 You acknowledge and agree that we are not liable to you for any damages whatsoever and howsoever caused, which may be incurred by you in connection with you submitting the Content to us or our Third Party Supplier or Third Party Provider. Any liability that we may have will be reduced by the extent that you caused or contributed to the loss or damage.
- 12.8 We may use part or all of the Content or refuse to use any of the Content or direct our Third Party Supplier or Third Party Provider to do so, in our sole discretion. You provide permission and a non-exclusive, irrevocable licence for us and our Third Party Supplier or Third Party Provider to use any part of the Content for the purpose of customising a Digital Product or Service, including to review, copy, edit, modify, publish and distribute the Content to achieve this purpose. You also provide your consent for us and our Third Party Supplier or Third Party Provider to use the Content irrespective of the copyright, moral rights and other intellectual property rights.
- 12.9 The quality of the Content in the Digital Product or Service is dependent on the quality of the Content that has been submitted. For example, if a poor-quality image or photo is submitted, then the quality of the image or photo in the Digital Product or Service may also be of poor quality. While we or our Third Party Supplier or Third Party Provider may provide guidelines and suggestions to assist with submitting Content that is of good quality, we do not guarantee the quality of the Content in the Digital Product or Service.

12.10 We or our Third Party Supplier or Third Party Provider will refuse to use any Content that you submit which is deemed to:

- a. Abuse, harass, threaten, defame or violate the legal rights of another person or business, or incite or attempt to incite others to do so,
- b. Use inappropriate language, images or other Content against any person or group of people or do anything which a reasonable person may find offensive or hurtful,
- c. Use indecent, immoral, obscene or pornographic Content,
- d. Negatively impact our reputation, or
- e. Be inappropriate for customisation of the Digital Product or Service for any reason.

12.11 You indemnify us to the full extent permitted by law for any liability incurred by us whatsoever in relation to your Content (including any breach of these Terms).

### 13. Payment and Acceptance of Your Order

13.1 Once the Order process has been completed, then it will be submitted to us as an offer by you to purchase the Digital Products and Services and Subscriptions in the Order, at the total amount due as detailed in the Order, to either accept or reject in our absolute discretion. We will then process your Payment for the Order.

13.2 You must engage us as your lawyer before we can provide any legal advice or legal services. All legal services (including legal advice) are provided in accordance with a separate agreement between us.

13.3 We require you to make Payment to us of the full amount of the Price, GST, Taxes, Delivery Fee and Other Fees for your Order by one or more of the payment methods made available to you. You are required to do this before we can accept your Order. Your Payment must be made within the time period specified in the Order process. We will provide a tax invoice showing the Payment for your Order when your Payment has successfully resulted in cleared funds being available to us.

13.4 We will make one or more payment options available to you, and this may include payments through Third Party Payment Providers. We may make some payment options available for certain Digital Products and Services and Subscriptions and not others. This range of payment options is provided for your convenience only and you are not obligated to use any particular payment option. If you do not agree to make the Payment of your Order by using one of the available payment options, then you should cancel your Order.

13.5 We may change the payment options that are available at any time for any reason at our sole discretion and without notice. We have no obligation to keep any payment options available or provide access to previously available payment options.

13.6 If your Payment does not successfully result in cleared funds being available to us, then we may require you to make Payment by a different payment option or we may reject your Order.

13.7 We may refuse to accept an amount from you by any payment option at any time for any reason. We may choose to do this for a variety of reasons, such as where there is an

issue with processing the Payment by that payment option, where the Payment has not successfully been received by us or where we suspect possible fraud or unauthorised use of the payment option. If we refuse to accept an amount from you, then you will be required to provide Payment by a different payment option.

13.8 If the Payment is successful and we accept the Order, it will form a legally binding agreement between us, and these Terms will apply. We will then work to and fulfil any other obligations we may have.

13.9 If the Payment is not successful, then we may reject your Order in which case there will be no legally binding agreement between us.

13.10 We also may either accept or reject your Order without requiring any reason. If we reject your Order after it has been previously accepted, then we will provide you with a Refund and the legally binding agreement between us will be at an end.

13.11 We may allow you to store your details for a payment option on our Website. In this case, you authorise us to use the stored details at the time of placing your Order to process the Payment for your Order. If a Third Party Payment Provider allows you to store your details for a particular payment option, then doing so will be subject to the terms and conditions of that Third Party Payment Provider.

#### 14. Deposit and Balance Payment for Online Courses and Services

14.1 We may allow Online Courses and Services to be paid for by a Deposit and a Balance Payment, rather than full Payment at the time of placing your Order.

14.2 We may change the Online Courses and Services that are available for payment by a Deposit and Balance Payment at any time. We have no obligation to allow any Online Course or Service to be paid for by a Deposit and a Balance Payment or reinstate this option if previously available. We may also provide a limit on the quantity of Online Courses and Services that are available for Payment by Deposit and Balance Payment.

14.3 If you place an Order that contains an Online Course and a Service for which we allow Payment by Deposit and a Balance Payment, then the Deposit needs to be paid at the time of placing your Order and the Balance Payment at the time of Delivery of the Online Course or Service. The amount of the Deposit required will be nominated by us and the Balance Payment will be the full amount of the Payment less the Deposit already paid. In this case, we will hold the Deposit until Delivery of the Online Course or Service and our acceptance of your Order is subject to your ongoing liability to pay the Balance Payment on Delivery of the Online Course or Service.

14.4 We will process your Balance Payment on Delivery of the Online Course or Service. When the Balance Payment is completed, you authorise us to release the Deposit held by us to apply towards the Payment for your Order. If the Balance Payment is not successful, then the amount of the Balance Payment becomes a liquidated debt payable by you to us. We will then be entitled to sue you to recover the full amount of the Balance Payment plus reasonable interest on that amount.

14.5 In the meantime, the remainder of the Order will be processed in accordance with these Terms.

## 15. Payment for Subscriptions

- 15.1 We require you to make the Payment by one of the payment options that we make available for Subscriptions.
- 15.2 We may allow for Subscriptions to be paid for over several Payment Periods, rather than full Payment at the time of placing your Order.
- 15.3 The Subscription Period will be the total of the Payment Periods for which full Payment has been received. Payment Periods may be a day, week, month, the full Ordered Subscription Period or another specified period. On expiry of the Subscription Period, the legally binding agreement between us will be at an end.
- 15.4 You agree to make full Payment for each Payment Period for the entire Ordered Subscription Period. Payment will be due on the date specified by us for each Payment Period. If Payment by a certain payment option is not successful, then we will request that you make the Payment using a different payment option.
- 15.5 If full Payment is not received for a Payment Period, then the Subscription Period will end at midnight on the last day of the last Payment Period for which full Payment has been received and any remainder of the Ordered Subscription Period will be cancelled. If Payment is received after it is due, then we will contact you to arrange to reinstate the Subscription.
- 15.6 If the Payment Period is per month, it is per calendar month. There will be no adjustments for the varying number of days in each month.
- 15.7 If the Payment is for part of a Payment Period, then the amount for that Payment Period will be on a proportional basis.
- 15.8 If making a Payment through a Third Party Payment Provider, we will notify the Third Party Payment Provider of the amount payable, the date that it is due for each Payment Period and any other relevant details. The amount payable will then be debited on the due date in accordance with the terms and conditions of the Third Party Payment Provider. See the section of these Terms titled 'Payment Through Third Party Payment Providers'.
- 15.9 If there is a change in the Price for a Subscription, then we will contact you. If you accept the increase in the Price, then we will request an additional Payment from you. If the Payment is successful, then it will form a new legally binding agreement between us and these Terms will apply. If the Payment is not successful, then we will request Payment by a different payment method. The original Price will continue until you either accept the increase in the Price or cancel the Subscription. If the Payment is not successful or we cannot contact you within a reasonable time, then we may cancel the Subscription.
- 15.10 You will not be entitled to a Refund or to not make Payment if you do not access the Subscription Digital Products or Services during the Payment Period. If you choose not to make Payment, then the Subscription Period will end at midnight on the last day of the last Payment Period for which full Payment has been received and any remainder of the Ordered Subscription Period will be cancelled. You may cancel the Subscription earlier than the end of the Ordered Subscription Period.

## 16. Payment Through Third Party Payment Providers

- 16.1 We may provide a Payment option which allows Payments to us through Third Party Payment Providers. These Third Party Payment Providers collect the Payment for your Order from you on our behalf.
- 16.2 By using a Third Party Payment Provider, you irrevocably authorise us to provide your Personal Information and share other information necessary to enable the Third Party Payment Provider to collect the Payment for your Order on our behalf.
- 16.3 The use of any software by a Third Party Payment Provider is subject to the terms and conditions of use provided by that Third Party Payment Provider.
- 16.4 We do not make any guarantees, representations or warranties or accept any liability for the reliability, function, availability or any issues with making Payment through a Third Party Payment Provider.
- 16.5 We may include the Third Party Payment Provider's software within the Order process, by either including the software on our Website or including a link which will redirect you to the Third Party Payment Provider's website. This allows the Third Party Payment Providers to collect a Payment from you through their payment system. We do not guarantee, represent or warrant that any software for a Third Party Payment Provider is free from software errors, viruses or unauthorised access.
- 16.6 If you use the software of any Third Party Payment Provider and provide your details to the provider, then they may contact you directly for marketing or other purposes. They may also use cookies in their software, which are small files used to identify users and store information about a user's activity. We do not have control over this. You should not use the payment option for a particular Third Party Payment Provider if you do not agree to be bound by their terms and conditions of use.

## 17. Changing or Cancelling Your Order

- 17.1 This section of these Terms applies if there is a need to change or cancel all or part of your Order.
- 17.2 It is important that you check that all of the details of your Account and the details in your Order are complete and accurate before submitting your Order.
- 17.3 If you need to change or cancel all or part of your Order, please contact us on 07 3040 2684 or 0407 942 809 or at [mail@supportlegal.com.au](mailto:mail@supportlegal.com.au) to request the change or cancellation. While we will try to accommodate changes or cancellations to all or part of your Order after it has been accepted and before it has been provided, we make no representations that we will be able to do so.
- 17.4 We may limit the number or type of changes you can make to your Order. We may also charge Other Fees to accommodate a change or cancellation to any part of an Order.
- 17.5 If we agree to your request to change all or part of your Order, you may do so by replacing certain Digital Products or Services or Subscriptions, changing the method of Delivery or changing something else in the Order. If after the change in the Order, the total Payment has increased from the original Order and any Payment already made, then we will request an additional Payment from you. If the change has resulted in a decrease in the amount due, and is less than any Payment already made, then we will provide you with a

Refund in the amount of the difference. If the Order is changed before any Payment has been made, then we will require full Payment of the amount due for the changed Order.

- 17.6 If we agree to your request to cancel all or part of your Order, then we will provide you with a Refund of any Payment already made for the whole or cancelled part of your Order. Please note however that the Refund will not include any Other Fees that we may need to charge to accommodate the cancellation. Once a Refund is provided, the legally binding agreement between us will be at an end.
- 17.7 We cannot agree to change or cancel an Order for any Digital Products or Services if the sole reason for the request for a Refund is that you chose not to use the Digital Product or Service. Once we in accordance with these Terms, then we have upheld our obligations and are entitled to the Payment.
- 17.8 We may need to change your Order for a variety of reasons, such as if there was an error on our Website in the description, Price, Delivery Fee or Other Fees for that Digital Product or Service or Subscription, the Digital Product or Service or Subscription becomes unavailable after we accept your Order or there is another reason which is outside of our control which prevents us from or otherwise fulfil our obligations.
- 17.9 If we need to do so and you've given us permission as part of the Order process, we will substitute a Digital Product or Service or Subscription on your Order for another Digital Product or Service or Subscription. If we cannot substitute the Digital Product or Service or Subscription, then we will contact you to negotiate either a change in the Order by replacing certain Digital Products or Services or Subscriptions, changing the Price, Delivery Fee or Other Fees, changing something else in the Order or cancelling that part of the Order with the affected Digital Product or Service or Subscription.
- 17.10 Once the Order has been changed, it will be submitted to us as an offer by you to purchase the Digital Products and Services and Subscriptions in the changed Order on these Terms, to either accept or reject in our absolute discretion. We will then process your Payment for the changed Order. If the Payment is successful and we accept the changed Order, it will form a legally binding agreement between us and these Terms will apply. If the Payment is not successful, then we may reject your changed Order. We may also reject your changed Order without requiring any reason. If we reject your changed Order, then we will provide you with a Refund and the legally binding agreement between us will be at an end.
- 17.11 We may cancel your Order, even after it has been accepted by us, at any time for any reason at our sole discretion and without notice. If we need to cancel all or part of your Order, then we will provide you with a Refund of any Payment already made for the whole or cancelled part of your Order. Once a Refund has been provided, the legally binding agreement between us will be at an end.
- 17.12 We will not be liable for any loss or damage, or costs or expenses incurred, at common law, in contract, negligence, tort equity or any other law as a direct or indirect result of us either not changing or being unable to accept your changed Order or being unable to cancel your Order. Any liability that we may have will be reduced by the extent that you caused or contributed to the loss or damage. This is subject always to our obligations to you under the law (including the Australian Consumer Law).

## 18. Issues with the Order Process

- 18.1 Sometimes, you may experience issues with the Order process on our Website. This may include, for example, delays or the inability to complete an Order, delays in us receiving a submitted Order or us not receiving an Order that appears to have been submitted.
- 18.2 The Order process is provided on an “as is” basis at the time of your access and use, and without any guarantee, representation or warranty that there will be no issues. If you experience any issues, please contact us on 07 3040 2684 or 0407 942 809 or at mail@supportlegal.com.au. While we will try to fix any issues with the Order process promptly, we make no guarantee or representations that we will be able to do so.
- 18.3 Your access to and use of the Order process on our Website is at your own risk and cost, and you should take precautions to prevent harm to your device such as from computer viruses or damaging software. Except as expressly stated in these Terms and to the extent permitted by law, we will not be liable for any loss or damage whatsoever and howsoever caused at common law, in contract, negligence, tort, equity or any other law. This includes, but is not limited to, failures in performance, errors, defects, delays, computer viruses or damaging software, loss of data or unauthorised third party access to our Website.
- 18.4 If we are found to be liable to you at common law, in contract, negligence, tort, equity any other law, then you agree that the liability will be capped at the cost of making an alternative method of placing an Order available to you.
- 18.5 You indemnify us to the full extent permitted by law for any liability incurred by us whatsoever in relation to your use of any part of our Website (including any breach of these Terms).

## 19. Delivery of Digital Products and Services

- 19.1 We require Payment of the full amount due for your Order before we Deliver the Digital Products or Services.
- 19.2 If you have an Account, the Digital Products and Services may be delivered by making them available to you when you access your Account.
- 19.3 When the Services in your Order are Delivered, the ownership title and risk to the Services (and in the case of Services, the ownership title and risk to the end product) passes to you and the legally binding agreement between us will be at an end. When the Digital Products in your Order are Delivered, we grant you the licence contained in the section of these Terms titled ‘Your Licence to Use Digital Products’ and the legally binding agreement between us will be at an end.
- 19.4 For Services within a Subscription, the ownership title and risk to the Services (and in the case of Services, the ownership title and risk to the end product) passes to you in relation to the Services supplied. For Digital Products within a Subscription, the grant of the licence to use is in relation to the Digital Products supplied. We will continue to Deliver the Digital Products or Services at the frequency set out in the details for the Subscription until the end of the Subscription Period. The legally binding agreement between us will end on the expiry of the Subscription Period.



- 19.5 We may use the services of Third Party Providers to Deliver the Digital Products or Services to you on our behalf.
- 19.6 You irrevocably authorise us to provide your Personal Information and share other information necessary to enable our Third Party Provider to Deliver the Digital Products and Services in your Order on our behalf.
- 19.7 If you provide your details directly to our Third Party Provider, then they may contact you for marketing or other purposes. They may also use cookies in their software, which are small files used to identify users and store information about a user's activity. We do not have control over this.
- 19.8 Our Third Party Provider may provide software tools to provide information for your convenience, such as estimated delivery dates. We may include our Third Party Provider's software within the Order process, by either directly including the software on our Website or including a link which will redirect you to our Third Party Provider's website. The use of any software by a Third Party Provider is subject to the terms and conditions of use provided by that Third Party Provider. We do not make any guarantees, representations or warranties or accept any liability for the reliability, function, availability, accuracy or any issues with software tools provided by a Third Party Provider.
- 19.9 The way that the Digital Products and Services are Delivered by us or our Third Party Provider will depend on the delivery option that you select when placing your Order. Each delivery option has its own features, so you can select the delivery option that is right for you.
- 19.10 If the Digital Products or Services do not have a specified time and date for Delivery, then we or our Third Party Provider may provide you with an estimated date and time for when the Digital Products or Services in your Order may be Delivered. This is an estimate and given for your convenience only. It may be the case that different Digital Products or Services in your Order will be Delivered on different dates or at different times. While we will try to meet this estimate, we cannot guarantee that the Digital Products or Services in your Order will be Delivered on the estimated date or at the estimated time.
- 19.11 It is your responsibility to accept Delivery of any Digital Products which have a specified time and date for Delivery, by following the directions that we give you.
- 19.12 If you require Delivery of your Order only to you or a person authorised by you, then it is your responsibility to select a delivery option that requires a check of the identity of the person accepting the Delivery. If you select a delivery option that does not require a check of the person accepting the Delivery, then we or our Third Party Provider will not check the identity of the person accepting the Delivery and will have no obligation to do so.
- 19.13 If you select a delivery option that requires an identity check of the person accepting Delivery of the Services in your Order, then we or our Third Party Provider will use reasonable efforts to match the identity of that person with your details or the details of the person you authorised to accept Delivery. For this reason, we will ask for certain information. If we are unable to successfully match the identity of the person attempting to accept Delivery of your Order with your details supplied in the Order or the details of the person you authorised to accept Delivery, then we may refuse to Deliver your Order. We do this to minimise the risk of fraud. If this occurs, we will notify you to arrange for Delivery

of the Order by an alternative delivery option. This may involve changing or cancelling part or all of the Order. See the section of these Terms titled 'Changing or Cancelling Your Order'.

19.14 We or our Third Party Provider may notify you when the Digital Products or Services have been Delivered and may request that the person accepting the Delivery provides an acknowledgement that the Digital Products or Services have been Delivered.

19.15 While we will try to Deliver all of the Digital Products and Services in your Order, there may be situations where we are unable to Deliver some of the Digital Products or Services. If this is the case, we will contact you to let you know of the situation and organise with you to either change the Order or cancel the Order. See the section of these Terms titled 'Changing or Cancelling Your Order'.

19.16 If the Digital Products and Services in your Order cannot be Delivered within the period of time nominated by us, then we will contact you. In that case, we will make arrangements with you to either change your Order or cancel your Order, and Other Fees such as amounts to cover our costs may apply. See the section of these Terms titled 'Changing or Cancelling Your Order'. We may take legal action against you to recover any outstanding Payment due.

19.17 If you request that we change the option for Delivery of your Order, this will be a request to change your Order and the section of these Terms titled 'Changing or Cancelling Your Order' will apply.

19.18 We will not be liable for any loss or damage, or costs or expenses incurred, at common law, in contract, negligence, tort equity or any other law as a direct or indirect result of delays in the Delivery of the Digital Products or Services, or the Digital Products or Services in your Order either not being Delivered or being accepted for Delivery by someone other than you. Any liability that we may have will be reduced by the extent that you caused or contributed to the loss or damage. This is subject always to our obligations to you under the law (including the Australian Consumer Law).

## 20. Your Licence to Use Digital Products

20.1 On Delivery of a Digital Product, we grant to you, a non-exclusive, perpetual, non-transferable, non-sublicensable and irrevocable licence to download and use the Digital Product for on the terms set out in this section of these Terms.

20.2 You do not own the Digital Product or any intellectual property either in the Digital Product or the Content within it. You are not permitted to transfer this licence to any other person or business and are also not permitted to provide a licence to any other person or business to use the whole or any part of the Digital Product or the Content within it. All intellectual property and other rights by law in relation to the Digital Product and Content within it are expressly reserved by us. These Terms and your use of the Digital Products and their Content will not transfer any intellectual property or legal rights, titles or interest to you.

20.3 You access and use the Digital Product at your own risk and cost. We do not guarantee, represent or warrant that any statements, opinions, advice or other information within the Digital Product are accurate, reliable, current, correct, complete or applicable in all situations and we do not accept liability for any errors.

- 20.4 Purchasing a legal product does not constitute legal advice or a legal service and does not create a lawyer-client relationship between us. To obtain legal advice, legal services or clarify whether a legal product is suitable for its intended use, including whether additional legal requirements exist, please engage the consultation services of a lawyer.
- 20.5 You are entitled to reasonable use of the Digital Product during the Subscription Period. If we consider your use of the Digital Product to be excessive then we may cancel your Subscription.
- 20.6 Unless we state that the Digital Product is specifically tailored to you, any opinions, advice and information within the Digital Product is provided for general information only. You should not rely on the general information and if needed, should obtain advice and information specific to you and your situation.
- 20.7 You must not use the Digital Products in a way that infringes the copyright or our intellectual property rights or interests in the Digital Products, or those of third parties. If you do, it will be in breach of the licence to use the Digital Products under these Terms.
- 20.8 You must not remove or cover any trademarks or notices with respect to the ownership of copyright and other intellectual property in the Digital Products.
- 20.9 The Digital Product contains copyright material to which Australian law applies. Unless it clearly states otherwise, all legal rights in the Digital Product and the Content within it are owned or controlled by us and our associated entities or we have a valid licence to sell the Digital Product to you on behalf of a Third Party Supplier.
- 20.10 The Digital Product may also contain trademarks (such as names, logos and service marks) and other intellectual property which is either owned by us or for which we have a valid licence to use for the given purpose.
- 20.11 We do not waive any moral rights that we may have in the Digital Products.
- 20.12 You are permitted to copy, modify, edit, publish or distribute any Digital Product or the Content within it as part of your own services to your own clients or customers for the purpose in which it was provided. You are permitted to use any logo, other trademarks or intellectual property in the Digital Product for any purpose as part of your own services. Unless specifically provided for within the Digital Product, you must not embed, frame or otherwise provide access to the Digital Product on your own website.
- 20.13 You may distribute or resell a Digital Product as part of your own services to your own clients or customers.
- 20.14 This licence remains effective until you either stop using the Digital Product and destroy any copies you have or we terminate this licence to use the Digital Product. We agree to only terminate this licence if you do not comply with these Terms. If we terminate this licence, we will notify you and request that you immediately stop using the Digital Product and delete any copies that you have. In this case, the Subscription Period for the Digital Product will also expire on termination of the licence.
- 20.15 We may provide a facility on our Website or in your Account to allow you to save the Digital Products, which is a record of the Digital Products that you have purchased. We

have no liability or responsibility for Digital Products stored by us and cannot guarantee continued access. We may store these in any format.

20.16 If we consider your use of the Digital Product to be excessive or suspect it may be used for purposes that are not permitted by these Terms, then we may end your access to the Digital Product and cancel any Subscription for the Digital Product.

20.17 We may suspend or terminate your Account or your access to the whole or any part of the Digital Products without any notice if:

- a. You have breached or intend to breach these Terms, especially this licence,
- b. Your actions negatively impact our reputation or the reputation of a third party contributor to the content in the Digital Products,
- c. We are required to do so by law, or
- d. It is no longer commercially viable to make the Digital Products available for you to access and use.

20.18 You agree to indemnify and reimburse us for any damages, costs and expenses actually or likely to be incurred in relation to your breach of this licence. This includes all of our liabilities and those of our associated entities, including reasonable legal fees. You agree that reasonable legal fees include the costs for us to pursue our legal rights against you and ensure that you comply with the terms of this licence and any other legal arrangement or Court Order.

## 21. General Issues with Our Digital Products or Services

21.1 This section of these Terms is subject always to any obligations that we may have to you under the law, including the Australian Consumer Law. If you are a consumer for the purpose of the Australian Consumer Law, then you have additional rights. See the section of these Terms titled 'Your Legal Rights as a Consumer'.

21.2 If there is an issue with a Digital Product, then we may decide in our sole discretion whether to replace the Digital Product or provide you with a Refund. See the section of these Terms titled 'Refunds'.

21.3 If there is an issue with a Service, then we may decide in our sole discretion whether to provide an additional Service to fix the issue or provide you with a Refund. See the section of these Terms titled 'Refunds'.

21.4 Before fixing any issue with a Digital Product or Service, we may require proof of purchase.

21.5 If you believe there is an issue with a Digital Product or Service that requires our attention, then you should contact us as soon as possible on 07 3040 2684 or 0407 942 809 or at [mail@supportlegal.com.au](mailto:mail@supportlegal.com.au).

## 22. Your Legal Rights as a Consumer

22.1 This section of these Terms applies if you are considered to be a consumer for the purpose of the Australian Consumer Law.

- 22.2 You represent and warrant to us that any Order you place that is not nominated in an Account as being for a business is for Digital Products or Services that will be used for personal, domestic or non-commercial use only. In this case, you are not permitted to use the Digital Products or Services as part of a business or other commercial activity.
- 22.3 Your purchase of the Digital Products or Services is subject to applicable laws, which may include guarantees under the Australian Consumer Law. While the Australian Consumer Law refers to products and services, there may be some Digital Products that are considered to be either Products or Services for the purpose of the Australian Consumer Law.
- 22.4 If the Australian Consumer Law applies, we guarantee that the Services will be provided with due care and skill, will be fit for any specified purpose and if we have not specified a time to Deliver the Services, they will be provided within a reasonable time.
- 22.5 If the Services do not meet these guarantees, then you may be entitled to an additional service to fix any issues, a refund, the cancellation of a Service, the cancellation of a Subscription, and compensation for damages and loss.
- 22.6 These Terms do not exclude, limit or amend any rights or requirements of the law. You may have other rights under the Australian Consumer Law.
- 22.7 More information on the Australian Consumer Law and your legal rights is available from the Australian Government at <http://consumerlaw.gov.au/>.

## 23. Your Warranties as a Consumer

- 23.1 This section of these Terms applies if you are considered to be a consumer for the purpose of the Australian Consumer Law.
- 23.2 Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to an additional Service to fix any issues if the original Service fails to be of acceptable quality and does not amount to a major failure.
- 23.3 If we make any promises that we will resupply or fix a Service or any part of it if the Service is defective, then that is a warranty that we must guarantee.
- 23.4 We may provide written warranties for the Services. If so, these will be provided to you at the time that the Services are provided.

## 24. Additional Service to Fix Any Issues for Consumers

- 24.1 This section of these Terms applies if you are considered to be a consumer for the purpose of the Australian Consumer Law.
- 24.2 If the Services do not meet the guarantees under Australian Consumer Law, then you may be entitled to an additional Service to fix any issues.
- 24.3 If there is only a minor problem with the Service, then we may decide whether to fix the problem with an additional Service (free of charge and within a reasonable time) or provide a Refund. Please see the section of these Terms titled 'Refunds'.

- 24.4 If we refuse to fix the problem or take too long to Deliver the additional Service, then you may arrange for another business to fix the problem and recover reasonable costs from us.
  - 24.5 If there is a major failure with the Service, see the section of these Terms titled 'Cancelling a Service or Subscription Before it is Complete'.
  - 24.6 Before providing an additional Service, we may require proof of purchase.
  - 24.7 If you believe you are entitled to an additional Service to fix any issues, then you should contact us as soon as possible on 07 3040 2684 or 0407 942 809 or at mail@supportlegal.com.au.
25. Cancelling a Service or Subscription Before it is Complete for Consumers
- 25.1 This section of these Terms applies if you are considered to be a consumer for the purpose of the Australian Consumer Law.
  - 25.2 This section applies where a Service or Subscription has started but is not complete.
  - 25.3 If you would like to change a Service or Subscription, then you will need to cancel the existing Service or Subscription and place an Order for a new Service or Subscription.
  - 25.4 If a Service or Subscription does not meet the guarantees under Australian Consumer Law, or you have returned an item that is linked to the Service or Subscription, then you may be entitled to cancel the Service or Subscription.
  - 25.5 If there is only a minor problem with the Service or Subscription, then we may decide whether to fix the problem with an additional Service or Subscription (free of charge and within a reasonable time) or provide a Refund. If we refuse to fix the problem or take too long to provide the additional Service or Subscription, then you may request for the Service or Subscription to be cancelled and get a Refund. Please see the section of these Terms titled 'Refunds'.
  - 25.6 If there is a major failure with the Service or Subscription, then you may choose to request for the Service or Subscription to be cancelled and get a Refund for the part of the Service or Subscription not already used or keep the Service or Subscription and obtain compensation for the difference in value between the Service or Subscription offered on our Website and the Service or Subscription actually received. Please see the section of these Terms titled 'Refunds'.
  - 25.7 If your request to cancel the Service or Subscription is because the Service or Subscription does not meet the guarantees under Australian Consumer Law, then we must process your request at no cost. Otherwise a request to cancel is at our discretion and we may have Other Fees which need to be paid before the Services or Subscription can be cancelled.
  - 25.8 If we agree to your request to cancel your Service or Subscription or are required to do so under the Australian Consumer Law, then we will provide you with a Refund of any Payment already made for that part of the Service or Subscription that has not yet been provided. Please note however that the Refund will not include any Other Fees that we may need to charge to accommodate the cancellation. Once a Refund has been provided,

the Service or Subscription will then be cancelled and the legally binding agreement between us will be at an end.

25.9 We cannot agree to cancel your Service or Subscription if the sole reason for the request for a Refund is that you chose not to use the Service or Subscription or no longer wish to receive the Service or Subscription. In this case, once we provide the Service or Subscription in accordance with these Terms, we have upheld our obligations and are entitled to the Payment.

25.10 We may cancel the Subscription at any time. If we do so, we will provide you with a Refund for the remainder of the Subscription Period.

25.11 Before cancelling a Service or Subscription, we may require proof of purchase.

25.12 If you believe you are entitled to the cancellation of a Service or Subscription, then you should contact us as soon as possible on 07 3040 2684 or 0407 942 809 or at [mail@supportlegal.com.au](mailto:mail@supportlegal.com.au).

25.13 We will not be liable for any loss or damage, or costs or expenses incurred, at common law, in contract, negligence, tort equity or any other law as a direct or indirect result of us cancelling your Service or Subscription on your request or not being able to do so. Any liability that we may have will be reduced by the extent that you caused or contributed to the loss or damage. This is subject always to our obligations to you under the law (including the Australian Consumer Law).

## 26. Refunds

26.1 You may be entitled to a part or full Refund under the Australian Consumer Law, as set out under the sections of these Terms titled 'for Consumers'.

26.2 Otherwise, we may decide to provide you with a part or full Refund of any Digital Product or Service in our discretion, as set out in the section of these Terms titled 'General Issues with Our Digital Products or Services'.

26.3 If providing a part Refund in relation to a Subscription, then the Refund will be for the proportion of the Payment relating to the period between the date of cancellation and the end of the Subscription Period.

26.4 When providing a Refund, we will attempt to return the amount via the option that you made the Payment. However, we may make the Refund using other payment options. We will commence the process within a reasonable time of your request. There may be delays in receiving your Refund, depending on the payment option used and the processing time of your financial institution or payment provider.

26.5 Once we provide you with a Refund, then the legally binding agreement between us will be at an end. This is subject always to our obligations to you under the law (including the Australian Consumer Law).

26.6 We cannot agree to provide a Refund for any Digital Products or Services if the sole reason for the request for a Refund is that you chose not to use the Digital Products or Services. In this case, once we provide the Digital Products or Services in accordance with these Terms, then we have upheld our obligations and are entitled to the Payment.

- 26.7 Before providing a Refund, we may require proof of purchase.
- 26.8 If you believe you are entitled to a Refund, then you should contact us as soon as possible on 07 3040 2684 or 0407 942 809 or at [mail@supportlegal.com.au](mailto:mail@supportlegal.com.au).
- 26.9 We will not be liable for any loss or damage, or costs or expenses incurred, at common law, in contract, negligence, tort equity or any other law as a direct or indirect result of delays in you receiving a Refund. Any liability that we may have will be reduced by the extent that you caused or contributed to the loss or damage. This is subject always to our obligations to you under the law (including the Australian Consumer Law).

## 27. Our Legal Rights as a Seller

- 27.1 Our legal rights as a seller are subject always to our obligations to you under the law (including the Australian Consumer Law).
- 27.2 If we are unable to supply a Digital Product or Service, then our liability is limited to the amount of the Payment actually paid. When we provide a Refund of the Payment actually paid, the legally binding agreement between us will be at an end. See the section of these Terms titled 'Refunds'.
- 27.3 If our costs to provide a Digital Product or Service increase as a result of your actions, then we may charge Other Fees to cover those costs. If you do not agree to pay the Other Fees, then we may refuse to provide the Digital Product or Service.
- 27.4 We may refuse to provide Digital Products or Services to you at any time for any reason at our sole discretion. If we do so, we will provide a Refund and the legally binding agreement between us will be at an end.
- 27.5 You must use the Digital Products and Services in the way they are intended to be used. We will not accept any liability if you use them in another manner and suffer damage or injury.
- 27.6 We are entitled to maintain a good reputation. You must not do any act or make any omission which negatively impacts on our reputation.
- 27.7 We reserve all legal rights to pursue compensation from you with respect to any breach of these Terms. Providing a Refund to you in no way limits our right to recover any loss or damage, costs or expenses incurred, at common law in contract, negligence, tort equity or any other law as a direct or indirect result of you breaching these Terms.
- 27.8 Unless provided for under these Terms and to the extent permitted by law, particularly under the Australian Consumer Law:
  - a. We exclude all representations, warranties or guarantees, whether express or implied and provided in any manner, and
  - b. All Digital Products and Services are provided on an "as is" and "as available" basis, without warranty or condition.
- 27.9 You agree that any legal proceedings against us must commence within one year of the cause of action arising. This is subject always to our obligations to you under the law (including the Australian Consumer Law).



27.10 We are not liable to you for any losses or damages because of events outside of our control.

27.11 You agree to indemnify us against all claims, damage and losses, costs and expenses incurred, at common law, in contract, negligence, tort equity or any other law as a direct or indirect result of you breaching any of these Terms. This indemnity survives termination of these Terms.

27.12 We will not be liable for any loss or damage, or costs or expenses incurred, at common law, in contract, negligence, tort equity or any other law as a direct or indirect result of our inability to meet an obligation under these Terms for a reason outside of our control. Any liability that we may have will be reduced by the extent that you caused or contributed to the loss or damage. This is subject always to our obligations to you under the law (including the Australian Consumer Law).

27.13 We expressly limit any liability to you to the cost of resupplying the Digital Products and Services that were purchased or a Refund of the actual Payment for those Digital Products and Services that were purchased. We will not be liable for any damages, costs or expenses which are punitive, not direct, special, incidental or consequential.

## 28. Reviews and Ratings

28.1 We may provide a rating system for you to use to review our Digital Products and Services or our performance. We may also provide the opportunity to provide comments.

28.2 If your review of or comments on our Digital Products and Services or our performance is submitted with the intention to be posted to our Website or our social media pages, you guarantee, represent and warrant that:

- a. You are an actual user of the Digital Products or Services that relate to the Content that you post,
- b. Your comments are your opinions on the Digital Products or Services or our performance,
- c. You have either not received any money or other payment in connection with the review or clearly stated that you have, and
- d. You do not have any financial interest in the Digital Products or Services that relate to the Content that you post.

28.3 We are not obligated to publish every rating or review that is submitted to us. We may choose to publish or not publish a rating or review at our own discretion. While we may also amend any comment to correct spelling or grammar or remove words or phrases which may offend, we will not intentionally remove the meaning of the Content.

## 29. Disputes

29.1 If there is a dispute between us, then it is agreed between us that:

- a. Your and our rights under these Terms continue despite termination of these Terms.

- b. You or we may only start legal proceedings in relation to the dispute for interlocutory relief until you and we have attempted to resolve the dispute between ourselves, by following this process.
- c. If you claim that there is a dispute between us, then you must notify us of the dispute by sending the details of the dispute to [deborah.vella@supportlegal.com.au](mailto:deborah.vella@supportlegal.com.au), to PO Box 298, Tindal, NT 0853 or to our registered business address. The details of the dispute must also include the outcome that you prefer and the action you would like us to take to resolve the dispute.
- d. If we claim that there is a dispute with you, then we must notify you of the dispute by sending the details of the dispute to your email address, residential address or postal address that was last provided to us. If we don't have address details for you, then we will use reasonable efforts to contact you. The details of the dispute must also include our preferred outcome and the action we would like you to take to resolve the dispute.
- e. When either you or we are notified of a dispute, then you or we have 14 days to respond and attempt to resolve the dispute. You and we both agree to negotiate in good faith.
- f. If the dispute is not resolved within 21 days of being notified of the dispute, then you and we must attempt to resolve the dispute through mediation. The mediation must be conducted by a mediator that is appointed by both you and us, and we must equally share the cost of the mediator. By the end of the mediation process, we must either have resolved the dispute or obtained confirmation by the mediator that the dispute was not resolved.
- g. If the dispute cannot be resolved by mediation and this is confirmed by the mediator, then you or we may commence legal proceedings in relation to the dispute.

### 30. How We Contact You

- 30.1 When we need to contact you about your Order or something else, we will use the contact details that you provided in the Order process.
- 30.2 If we are required by law to provide you with notice and we are unable to do so using the contact details provided after reasonable attempts, then we will do what is legally necessary for the circumstances.

### 31. Complaints and Compliments

- 31.1 If you have a complaint, please contact us on 07 3040 2684 or 0407 942 809 or at [mail@supportlegal.com.au](mailto:mail@supportlegal.com.au). We take all complaints seriously.
- 31.2 We also enjoy receiving compliments. If you would like to give a compliment, please contact us on 07 3040 2684 or 0407 942 809 or at [mail@supportlegal.com.au](mailto:mail@supportlegal.com.au).