



## Terms and Conditions

Your use and access to The Digital Lawyer website (the **Site**) is provided by Catalyst Publishing Pty. Ltd. ACN 616 742 628 (the **Owner**). By accessing or using this website, you agree to these Terms and Conditions and our Privacy Policy (collectively, the **Terms**). You should immediately cease using the Site if you do not agree to the Terms.

### 1 Access to and use of the Site

- 1.1 All content, information and services that may be provided or accessed in connection with the Site (the **Content**) is subject to the disclaimer, limitation of liability and indemnity this clause 1 and the other clauses comprising the Terms.
- 1.2 You must only use the Site for lawful purposes. You must not upload, post, transmit or otherwise make available through the Site any material which:
  - 1 violates or infringes on the rights of others;
  - 2 is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar or obscene;
  - 3 encourages conduct that would violate a law or give rise to civil liability; or
  - 4 affects the functionality or operation of the site, its servers or the operation of any users' computer systems;
  - 5 contains promotional material, advertising or any solicitation for products or services; or
  - 6 is protected by copyright, trademark or other proprietary rights.
- 1.3 The Content is provided to provide information to you and is current at the time of publication only. It is not comprehensive and is intended to provide a summary of the subject matter covered. It is not advice, and you should not rely on it. We may discontinue or change the Content at any time.
- 1.4 To the maximum extent permitted by law the Owner:
  - 1 makes no representation, warranty or guarantee, whether express or implied, as to the accuracy, currency, completeness, fitness for purpose of the Content or that access to the Site will be uninterrupted, error-free, free from viruses, or be secure; and
  - 2 will not be liable to you for any injury, claim, loss, damage, liability, cost or expense of any kind, including in connection with damage suffered by third parties, in connection with the Site or the Content, whether in contract, tort (including negligence) or equity; and
  - 3 in no event will be liable for any direct or indirect loss, damage or expense, which may be suffered due to your use of the Site or the Content, or as a result of the inaccessibility of the Site or that the Content is incorrect, incomplete or not up-to-date.
- 1.5 The limitation in clause 1.4 also applies to any loss or damage you may suffer as a result of:
  - 1 accessing any sites or services maintained by other organisations through links on the Site; and
  - 2 unlawful third party conduct or interference with the Site.



1.6 You agree to indemnify the Owner from and against all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage incurred or suffered by you as a consequence of you using this site.

## **2 Your responsibilities**

2.1 You must comply with the Terms at all times. We reserve the right to restrict, suspend or terminate without notice your access to the Site or any Content.

2.2 You are responsible for ensuring that your use of this site is lawful and does not infringe any third party's rights.

2.3 The Site is for your personal, non-commercial use only. You must not use the Site or any of its content to further any commercial purpose, including any advertising revenue generation activity on your own website.

2.4 We do not warrant that the content of this site complies with the laws of any country outside of Australia. If you access the Site from outside of Australia, you do so at your own risk and accept responsibility for ensuring or confirming compliance with all laws that apply to you.

## **3 Copyright notices**

### **3.1 General**

The Owner owns or licences from third parties all rights, title and interest in the Site and the Content. You are granted a licence to access the Site and view the Content in accordance with the Terms and must respect all intellectual property rights in the Content. You must not infringe, attempt to infringe or procure another person to infringe those rights.

The material on the Site is protected by copyright under the laws of Australia and, through international treaties, other countries. Any reproduction or redistribution of the Site or the Content is prohibited and may result in civil and criminal penalties.

You must not, without our prior written permission and the permission of any other rights owner, copy, mirror, broadcast, reproduce, frame, republish, download, store, upload, transmit, post, broadcast, distribute, show or play in public, adapt or change in any way the content of, or create a derivative work from, the Site.

### **3.2 Literary (written) material**

Unless otherwise indicated, all articles are owned and published by the Owner. From time to time written material may be published under licence from contributors, advertisers and affiliates.

### **3.3 Images**

Images on the Site are either owned and published by the Owner or used under licence or with permission of the copyright owner. These materials may not be reproduced without the permission of the relevant copyright owner.

### **3.4 Ownership of intellectual property**



Nothing in this clause 3 transfers or affects the ownership of any intellectual property on the Site. You agree that you obtain no interest in the intellectual property of the Site and Content.

#### **4 Trademark notices**

- 4.1 No trade mark of the Owner (whether registered or otherwise) may be used without our prior written permission.
- 4.2 Product names and images on this site may be trademarks or registered trademarks of the Owner, our affiliates or third parties (including advertisers and our sponsors). The use or misuse of these trademarks is prohibited.
- 4.3 The use by us of a trade mark on this site is not intended to indicate any association with, or endorsement by, the owner of that trademark.

#### **5 Comments and submissions**

- 5.1 When you comment on the Site or use the Contact Us function of the Site, you agree that we can use and adapt any ideas, concepts, techniques, words or images contained in the feedback or suggestions for any purpose and without restriction or compensation. If we allow you to post any information to the Site, we have the right to take down this information at our sole discretion and without notice.
- 5.2 If you submit material to this site for publication as a contributor, you grant, or warrant that the owner of such material has granted, to the Owner a world-wide, non-exclusive, royalty free, perpetual, irrevocable, unrestricted and fully sub-licensable right to:
  - 1 use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such materials, or incorporate them in other works, in whole or in part;
  - 2 use the names and images that you submit with any such material; and
  - 3 exploit all proprietary rights in any such material,

in any form, media or technology now known or later developed, for any purpose, commercial or otherwise. You waive in favour of the Owner all moral and similar rights you may have or later acquire in respect of such material.

- 5.3 You agree to execute and deliver to the Owner such instruments and take such actions as may be required to carry out the grant of licence and waive contemplated by this clause 5.

#### **6 Collection notice**

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

#### **7 Linked sites and products**

- 7.1 The Site may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.



7.2 Third party websites accessed through links on this site, advertisements or embedded hyperlinks may contain representations or offers which you can accept. These are not representations or offers made by the Owner. The relevant third party is solely responsible to you for the delivery, condition and suitability of any goods or services you purchase by accessing those sites.

## **8 Governing law**

The Terms are governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

## **9 Severability**

If any clause of the Terms are found by a court to be invalid or unenforceable, that clause is severed from the Terms and the remaining Terms continue in full force and effect.

## **10 Variation of Terms**

10.1 We may vary the Terms at any time by updating them on this website without notice to you.

10.2 Your use of or access to the Site or Content following such a variation constitutes your agreement to be bound by such varied terms.

Last updated: 20 April 2017