



Website Terms of Use / Disclaimer

This document is the Terms and Conditions of use for www.harrislaw.com.au. Please read this document carefully and contact us at advice@harrislaw.com.au if you have any questions.

Liability Limited by a scheme approved under Professional Standards Legislation.

1. About the Website

- (a) This Policy relates to www.harrislaw.com.au (the **Website**).
- (b) The Website is owned and operated by the Trustee for the Walker Harris Unit Trust trading as Harris Law (ABN 23 103 752 989) (“we”, “us”, “our”).
- (c) Access to and use of the Website and any associated electronic Products or Services accessed through our Website (including but not limited to explanatory notes, questionnaires, email newsletters, factsheets and blog posts) is provided by Harris Law and covers legal issues in a general way. All Products and/or Services available through our Website are intended for information purposes only, are not intended to be comprehensive and **should not** be regarded as legal advice. We attempt to ensure that all content is current, but we **do not** guarantee its currency. You should seek further advice before taking action on any issue covered.
- (d) Harris Law reserves the right to review and amend the Terms and Conditions of our Website at any time by amending this document, at our sole discretion. When we amend or update these Terms and Conditions we will make them available through the ‘Terms and Conditions’ page and use reasonable endeavours to provide you with notice of the updated Terms and Conditions of Use. Any changes to these Terms and Conditions take effect immediately from the date of publication on our Website, we recommend you keep a copy of the These Terms and Conditions for your records.

2. Application of the Terms and Conditions

- (a) These Terms and Conditions apply to the Website and to the Products and/or Services available through this Website.
- (b) Legal advice provided by Harris Law to its clients is subject to separate client agreements in accordance with the Legal Profession Act 2007 (Queensland) and associated regulations. Such client agreements will be provided to clients on a file-by-file basis by separate communication.
- (c) These Terms will apply to clients to the extent that they use this Website and associated Products and/or Services and operates in conjunction with any client agreement provided that where a conflict arises between these Terms and Conditions and a client agreement, the terms of the client agreement shall prevail.

3. Acceptance of the Terms and Conditions

- (a) You accept these Terms and Conditions by remaining on this Website.
- (b) By using, browsing, reading or downloading Products and/or Services from our Website you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions.
- (c) If you do not agree with these Terms and Conditions you should cease using the Website and/or any of the Products and/or Services immediately.

4. Use of this Website

- (a) Harris Law encourages you to engage with all features of our Website, including but not limited to, subscribing to our email newsletters, commenting on blog posts in our 'Newsfeed', sharing Products and/or Services with your network and interacting with both Harris Law and other Website users. Use of our Website is open to any member of the public.
- (b) When using our Website (as outlined in clause 4(a), above), you grant to Harris Law a royalty free, perpetual non-exclusive, irrevocable unpaid licence to:
 - i. use, reproduce and/or adapt your contributions; and
 - ii. perform any other act with respect to the intellectual property within your contributions for commercial or other purposes.
- (c) In using or reproducing your contribution in accordance with clause 4(b) above, Harris Law will ensure that your contribution is acknowledged and that you are identified as the author.
- (d) You are responsible for any content that you publish or submit for publication on our Website. Harris Law will not be liable in any way for the content published by you and does not in any way authorise, endorse, approve or support any content published by you or any other user of our Website.
- (e) You agree and warrant that in publishing any content on our Website, you:
 - i. are the author or intellectual property owner of the content you use;
 - ii. will obtain the prior consent of any prior authors or owners of any intellectual property in any content that you publish on this Website; and
 - iii. comply with all applicable laws and regulations, and these Terms and Conditions;
- (f) You agree and warrant that in publishing any content on our Website, you **will not:**
 - i. make statements about, discuss or infer a discussion about the personal legal matters of anyone other than yourself;
 - ii. claim to be or represent another person, business or organisation without express authorisation;
 - iii. use content that may contain malware, viruses or any other item that may cause injury or harm to Harris Law servers or any other user of this Website;
 - iv. abuse, harass, threaten or violate the legal rights of another person, business or organisation;
 - v. mislead or act in a misleading, deceptive, false or defamatory manner;
 - vi. insult, threaten or use inappropriate language against any individual or group of people or do anything which a reasonable person might find offensive, hurtful or inappropriate;
 - vii. make statement/s which may interfere with or cause prejudice to any recent, current or foreseeable civil or criminal legal matters or any

- proceedings before any court or tribunal or the subject of any matter under investigation by police or any other relevant organisation or government body with jurisdiction;
- viii. incite, attempt to incite or express views of hatred on the basis of any characteristic recognised by anti-discrimination legislation in Queensland;
 - ix. use indecent, immoral, obscene, pornographic or other inappropriate language, information or content (including links, photographs and screen grabs);
 - x. interfere with the intellectual property rights of any other person, business or organisation;
 - xi. share the personal information of any other person, business or organisation without their express authority;
 - xii. share any advertising material or content of a commercial nature;
 - xiii. deliberately provide content or information which is irrelevant, disrespectful or inappropriate to the topics being covered or the subject area of the Website generally;
 - xiv. otherwise be illegal, immoral, indecent or disrespectful.
- (g) You indemnify Harris Law to the full extent permitted by legislation in Queensland for any liability incurred by us in connection or relation to your use of our Website or the associated Products and/or Services.
 - (h) Harris Law (or any other authorised administrator of the Website) has the right to delete, remove, censor, amend or otherwise discount any content posted by any person, business or organisation that breaches or attempts to breach these Terms and Conditions in any way.
 - (i) Harris Law (or any other authorised administrator of the Website) may, without notice, block or otherwise ban any person, business or organisation who repeatedly breaches or attempts to breach these Terms and Conditions in any way.
 - (j) Whilst Harris Law publishes email addresses and other contact information on our Website this is to allow for communication with you relating to our business functions. This is not to be inferred as consent by Harris Law (or the relevant addressees or employees) to receiving unsolicited commercial messages or 'SPAM'.

5. No Solicitor/client relationship

- (a) Your use of this Website or the associated Products and Services is not intended to create, nor does it create, a solicitor—client relationship between you and Harris Law.

6. Intellectual Property

- (a) Unless otherwise indicated, Harris Law owns the copyright in the content on this Website. Some of the copyright in the content may be owned by other party/ies and is included in our Website under a license or agreement.
- (b) You may only access and use (including printing) the content on our Website for non-commercial or personal use unless you have prior written approval from Harris Law.
- (c) All other use, including but not limited to, copying or reproducing this Website or any part of this Website is prohibited (except to the extent it is permitted by law).

7. Disclaimer

- (a) The opinions, information and comments expressed throughout this Website and the associated Products and Services are provided for general information only. Opinions presented on the Website and associated Products and Services are the opinions of Harris Law and do not represent the opinions of any other party.
- (b) The opinions, information and comments expressed throughout the Website and associated Products and Services are not legal advice and should not be taken to be legal advice specific to any person, business or situation. You should not rely on any content within this Website as legal advice without first seeking further legal advice specific to your circumstances.
- (c) Harris Law does not guarantee and accepts no liability arising from or in connection with any reliance on the accuracy, reliability, currency, correctness, completeness or applicability to any situation of any content contained on this Website or associated Products and Services.
- (d) Any third-party content on the Website (including but not limited to user comments and links to third-party websites, articles or social media accounts) is subject to the terms and conditions of use provided by that third-party. You do not obtain a license or other right to use such content unless such license or right is granted directly to you from that third-party.
- (e) Harris Law is not liable for the accuracy of information or content on third-party websites or social media sites that are shared (by Harris Law or other Website users) on our Website. Harris Law does not warrant or guarantee that any links or third-party content is free from any virus, malware or other software.
- (f) You understand and accept that information provided by you on our Website becomes available to the public forum that is the world-wide-web and is not controlled by Harris Law. For this reason, Harris Law recommends that you do not discuss any matters of a personal or private nature on our Website.
- (g) Nothing in these Terms and Conditions limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- (h) Subject to this clause 7, and to the extent permitted by law:
 - i. all terms, guarantees, warranties, representations and/or conditions which are not expressly stated in these Terms and Conditions are excluded; and
 - ii. Harris Law will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity or damage to goodwill arising out of or in connection with the Products and Services, the Website or these Terms and Conditions (including as a result of not being able to use this Website, Products and Services or the late supply of the Products and Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- (i) Use of the Website and the associated Products and Services is at your own risk. All content on the Website and Products and Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, principals, employees, agents, contributors or licensors of Harris Law make any express or implied representation or warranty about the content of this Website or any of the

Products and Services offered or referred to on the Website. This includes, but is not restricted to, loss or damage you might suffer as a result of any of the following:

- i. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects or errors, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, theft, destruction, alteration or unauthorised access to records;
- ii. the accuracy, suitability or currency or any content or information contained on the Website, the Products and Services or any related products (including third-party content and advertisements on the Website);
- iii. costs incurred by you in using the Website, the Products and Services or any of the content or products of our Website or of Harris Law generally; and
- iv. the content or operation of links which are provided for your convenience.

8. Limitation of Liability

- (a) Harris Law's total liability arising out of or in connection with the content of this Website including these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the content to you.
- (b) You understand and agree that Harris Law, its affiliates, principals, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This includes, but is not limited to, any loss of profit (incurred directly or indirectly), goodwill or business reputation and any other intangible loss as a result of the content provided in this Website or as a result of you providing your own content to this Website.

9. Termination of Contract

- (a) These Terms and Conditions will continue to apply until terminated by either party.
- (b) If you wish to terminate these Terms and Conditions you may do so by ceasing to use this Website and any associated Products and Services.
- (c) Harris Law may at any time, terminate the Terms and Conditions with you if:
 - i. you have, attempted or intend to breach any provision of these Terms and Conditions; or
 - ii. Harris Law is required to do so by law; or
 - iii. the provision of the Products and Services to you by Harris Law is, in the opinion of Harris Law, no longer commercially viable; or
 - iv. this Website is made inactive or is no longer live.
- (d) Subject to all applicable laws, Harris Law reserves the right to suspend or deny, in its sole discretion, your access to all or any part of the Website or associated Products and Services without notice to you if you breach any provision of these Terms and Conditions or any applicable law, if your conduct impacts Harris Law's name or reputation or violates the rights of another party.
- (e) All rights, obligations and liabilities that you and Harris Law have benefitted from, been subject to (or which have accrued over time whilst the Terms and Conditions have been in force) or which are expressed to continue past

termination shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities.

10. Indemnity

- (a) Subject to the preceding clauses and to the extent permitted by law, you agree to indemnify Harris Law, its affiliates, principals, employees, agents, contributors, third-party content providers and licensors from and against:
 - i. all actions, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with the Website, the Products and Services and your content provided to the Website;
 - ii. any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - iii. any breach of the Terms.

11. Dispute Resolution

- (a) If a dispute arises out of or relates to these Terms and Conditions (**Dispute**), either party must not commence any Tribunal or Court proceedings in relation to the Dispute unless the following clauses are first complied with (except where urgent interlocutory relief is sought).
- (b) A party to the Terms claiming a Dispute has arisen under these Terms and Conditions, must give written notice to the other party detailing the nature of the Dispute, the desired outcome and the action required to settle the Dispute (**Notice**).
- (c) On receipt of that Notice, the parties to these Terms and Conditions must:
 - i. within fourteen (14) days of receipt of the Notice, endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they mutually agree;
 - ii. if after fourteen (14) days of the Notice the Dispute has not been resolved, the parties must either agree upon the selection of a mediator or request that an appropriate mediator be appointed by the President of the Queensland Law Society (or his or her nominee);
- (d) The parties are equally liable for the fees and reasonable expenses of a mediator and the costs of the venue of mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The parties must each pay their own costs associated with the mediation;
- (e) The mediation will be held in Brisbane, Queensland, Australia.
- (f) All communications concerning negotiations made by the parties arising out of this dispute resolution clause are confidential and, to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
- (g) If two (2) months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either party may ask the mediator to terminate the mediation and the mediator must do so.

12. Venue and Jurisdiction

- (a) The Website, Products and Services offered by Harris Law are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

13. Governing Law

- (a) These Terms and Conditions are governed by the Laws of Queensland, Australia.
- (b) The validity of this Governing Law clause is not contested.
- (c) The Terms and Conditions shall be binding to the benefit of the parties hereto and their successors and assigns.

14. Independent legal advice

- (a) Both parties confirm and declare that:
 - i. They have read and understood these Terms and Conditions;
 - ii. The Terms and Conditions are fair and reasonable;
 - iii. They have taken the opportunity to obtain independent legal advice, or having been afforded the opportunity to obtain such advice have chosen not to do so;
 - iv. They have been afforded the opportunity to negotiate changes or amendments to these Terms and Conditions; and
 - v. the Terms and Conditions are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

15. Severance

- (a) If any part of these Terms and Conditions is found to be void or unenforceable by a Court of competent Jurisdiction, that part shall be severed and the rest of the Terms and Conditions shall remain in force.