

TERMS AND CONDITIONS

Effective Date: Date from when user agrees to the terms and conditions.

These Terms and Conditions ("Terms") govern your access to and use of [Product/Service Name] (the "Product"), including any software, application, website, documents, templates, instructions, information, tools or other services made available by [Business Name] ("we", "us" or "our").

By selecting "**I Accept**", "**Accept Terms**", or otherwise indicating your acceptance of these Terms, you acknowledge that you have read, understood and agreed to be legally bound by these Terms. If you do not agree to these Terms, you must not use the Product.

1. Nature of the Product

The Product is a **self-service tool** intended to assist users with simple and straightforward transactions and matters.

The Product may provide templates, documents, instructions, information, automated outputs, workflows, software functionality or other resources. These materials are provided to assist you in managing your own matter.

The Product is **not a substitute for obtaining legal advice from a qualified solicitor or lawyer**.

2. No Legal Advice

To the maximum extent permitted by law, you acknowledge and agree that:

- any product, document, information, instruction, output, template, software functionality or service provided through or in connection with the Product is **not legal advice**;
- we are not providing legal advice to you through the Product;
- use of the Product does not constitute or create a **lawyer-client, solicitor-client or other professional legal relationship** between you and us, or between you and any person associated with us;
- no solicitor, lawyer or other legal professional is acting for you merely because you use the Product; and
- you should obtain independent legal advice where you are uncertain about your rights, obligations, risks or the appropriate course of action.

You remain solely responsible for determining whether the Product is appropriate for your circumstances and for any decisions you make in connection with your matter.

3. Self-Representation

By using the Product, you acknowledge that you are handling your matter yourself.

You agree that you:

- are responsible for your own matter in full;
- represent yourself entirely in relation to your matter;

- are responsible for determining what documents, applications, notices, agreements or other actions are required;
- are responsible for reviewing all information and documents before relying upon, signing, submitting or using them;
- are responsible for ensuring that information you provide is accurate, complete and current; and
- will independently verify any information, requirements, deadlines or procedures that apply to your particular circumstances.

We do not act on your behalf, represent you before any court, tribunal, government authority or other person, or assume responsibility for conducting your matter.

4. Intended Use and Complexity

The Product is intended primarily for **simple and relatively straightforward transactions and matters**.

Legal matters can involve circumstances, facts, laws, regulations, contractual provisions or procedural requirements that are not apparent from the information initially provided.

If your matter involves significant complexity, uncertainty, substantial financial or legal consequences, a dispute, litigation, threatened litigation, unusual circumstances, multiple parties, regulatory requirements, or any other circumstances outside the intended scope of the Product, you are advised to stop using the Product and consult a qualified solicitor or seek assistance from a qualified solicitor.

Where applicable, contact details for the solicitor or legal service are provided below:

Solicitor / Legal Service: PFL Solicitors

Firm: PFL Solicitors

Telephone: 03 9021 6778

Email: info@pflsolicitors.com.au

Website: www.pflsolicitors.com.au

You are responsible for deciding whether to obtain independent legal advice and for engaging and paying any solicitor you choose.

5. No Guarantee of Suitability

We do not guarantee that the Product is suitable for your particular circumstances, intended use, transaction or matter.

The Product may not address every legal, commercial, factual or procedural issue relevant to your circumstances.

You acknowledge that the Product has been designed for general use within its intended scope and may not be appropriate for every user or every situation.

You are solely responsible for assessing whether the Product is appropriate for your intended purpose.

6. Your Responsibility

You accept full responsibility for your use of the Product and for your matter.

To the maximum extent permitted by law, you are responsible for any loss, liability, damage, expense, cost, claim or consequence arising from or connected with:

- your use or misuse of the Product;
- your reliance upon any document, template, instruction, information or output provided through the Product;
- your failure to obtain independent legal advice;
- information supplied by you being inaccurate, incomplete or out of date;
- your failure to comply with applicable laws, regulations, contractual obligations, deadlines or procedural requirements;
- documents being incorrectly completed, executed, served, submitted or used;
- your decisions or actions in relation to your matter; or
- the suitability or otherwise of the Product for your particular circumstances or intended use.
- Any guides or information provided is not to be considered legal advice and user should ensure that they obtain up to date accurate information or advice where required.

7. Limitation of Liability

To the maximum extent permitted by applicable law, [Business Name], its officers, employees, contractors, agents and service providers will not be liable to you for any loss, damage, liability, claim, cost or expense arising out of or in connection with your use of, or reliance upon, the Product.

This includes, without limitation, direct, indirect, consequential, incidental or economic loss, loss of opportunity, loss of profits, loss of business, legal costs, transaction costs, penalties, fees or other expenses.

Nothing in these Terms excludes, restricts or modifies any right, remedy, guarantee, warranty or obligation that cannot lawfully be excluded, restricted or modified under applicable law.

To the extent that applicable law permits us to limit our liability, our liability will be limited to the maximum extent permitted by law.

8. No Guarantee of Outcome

We do not guarantee any particular outcome from your use of the Product.

In particular, we do not guarantee that:

- a document will be accepted by another party, court, tribunal, government authority or other organisation;
- a transaction will proceed successfully;
- your legal rights or interests will be protected;

- the Product will achieve your intended result;
- information provided through the Product will be complete or applicable to your circumstances; or
- use of the Product will prevent a dispute, loss, liability or other adverse consequence.

9. Accuracy and Verification

Although reasonable care may be taken in developing and maintaining the Product, you acknowledge that laws, regulations, procedures and circumstances can change.

You must independently verify information relevant to your matter, including applicable laws, regulations, requirements, deadlines, fees and procedures.

You should not rely solely on the Product where the consequences of an error or omission may be significant.

10. User Information

You are responsible for ensuring that all information you enter, upload, provide or otherwise submit to the Product is accurate, complete and current.

We are not responsible for errors, omissions or consequences arising from information supplied by you.

You should carefully review all generated or provided documents before using, signing, sending, filing or otherwise relying upon them.

Any phone calls or correspondence attended to by PFL Solicitors are charged at a rate of \$150.00 per hour excluding GST.

11. Intellectual Property

Unless otherwise stated, all intellectual property rights in the Product, including its software, application, systems, design, text, templates, workflows and functionality, remain the property of Design Consulting Pty Ltd or its licensors.

Subject to these Terms, you are granted a limited, non-exclusive and non-transferable right to use the Product for your own permitted purposes.

You must not reproduce, modify, distribute, sell, sublicense or commercially exploit the Product except as expressly permitted by us or by law.

12. Privacy and Data

Your use of the Product may involve the collection, storage and processing of personal information.

Our handling of personal information is governed by our Privacy Policy, available at:

<https://pflsolicitors.com.au/privacy-policy/>

You should review the Privacy Policy before using the Product.

13. Third-Party Services

The Product may contain links to, integrate with, or rely upon third-party services, websites or providers.

We are not responsible for the availability, accuracy, security, content or performance of third-party services, including settlement agents.

Where necessary, your agent or broker/bank may be provided with access to the contract or other settlement documentation to enable them to co-ordinate settlement or related matters.

Your use of third-party services may be subject to separate terms and conditions afforded by that third party.

14. Changes to the Product or Terms

We may update, modify, suspend or discontinue the Product or any part of it from time to time.

We may also update these Terms where permitted by law. The version of the Terms applicable to your use of the Product will be the version presented to you at the relevant time, subject to any mandatory legal requirements.

15. Acceptance

By selecting "**I Accept**", you expressly acknowledge and agree that:

1. you have read and understood these Terms;
2. you agree to be legally bound by these Terms;
3. you understand that the Product does **not constitute legal advice**;
4. you understand that use of the Product does **not create a solicitor-client or lawyer-client relationship**;
5. you understand that you are responsible for your matter and represent yourself entirely;
6. you understand that the Product is intended for simple transactions and matters;
7. you understand that you should consult a qualified solicitor where your matter is complex or you are uncertain about your legal position;
8. you understand that the suitability of the Product for your particular circumstances or intended use is not guaranteed; and
9. to the maximum extent permitted by law, you accept responsibility for losses, liabilities, costs and consequences arising from your use of the Product.

16. Governing Law

These Terms are governed by the laws of **[State/Territory and Country]**.

You submit to the jurisdiction of the courts and tribunals having jurisdiction in **[State/Territory and Country]**, subject to any mandatory rights you may have under applicable law.

17. Severability

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision will be read down or severed to the extent necessary, and the remaining provisions will continue to operate to the fullest extent permitted by law.

18. Entire Agreement

These Terms, together with any additional terms expressly incorporated into them, constitute the agreement between you and [Business Name] concerning your use of the Product.

CUSTOMER ACKNOWLEDGEMENT

By selecting "I Accept", I confirm that I have read, understood and agreed to these Terms and Conditions and agree to be legally bound by them.