

This page contains our Disclaimer, Terms and Conditions & Privacy Policy.

## Disclaimer

1. Before using our Website, please read this entire Disclaimer, Terms and Conditions and Privacy Policy.
2. Our entire Website including our SELFieDOCS® and resources is made available for general information and illustrative purposes only.
3. Nothing in our Website should be relied upon as legal advice and we strongly recommend you seek legal advice in relation to your situation.
4. This Website should not be used as a substitute for legal advice, and you should not rely on any information contained in, on or through this Website. You are responsible for verifying this Website for its contents, relevancy, accuracy, currency, and suitability. Collaborative Legal Solutions makes no warranties, statements or representations regarding the accuracy, currency, suitability, relevancy, authenticity of any of its content or information in, on or through it.
5. Collaborative Legal Solutions makes no warranties or representations that this Website and its contents is free of infection by computer viruses or other contamination.
6. You enter, browse, read, order, purchase, view and/or download information and/or documents at your own risk.
7. Collaborative Legal Solutions is not responsible to you or anyone for any loss suffered in connection with the use of this Website and/or any of the content. This includes any interference or damage to yours or any other party's computer system. You are responsible for the precautions you take or do not take.
8. To the extent permitted at law, Collaborative Legal Solutions disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, loss, damages, and costs including punitive costs, you might incur as a result of the information being inaccurate or incomplete in any way for any reason.
9. Liability incurred by Collaborative Legal Solutions is limited under the *Trade Practices Act 1974 (Cth)*. Collaborative Legal Solutions is not liable for any incidental, indirect, consequential loss or special loss arising from the use of this Website, including loss of personal and/or business profits.
10. SELFieDOCS® are example documents available for purchase for a small fee and are intended for general information and illustrative purposes only. It is not an answer to your problem. Only seeking independent and customised legal advice regarding your problem will provide answers to your problem.
11. By purchasing our SELFieDOCS® you accept that Collaborative Legal Solutions, its directors, officers, employees, agents, and any related bodies corporate will not be liable to you in any way for any loss, damage, cost or expense you may suffer or incur throughout the use of SELFieDOCS® whatsoever as our SELFieDOCS® are intended for general and illustrative purposes only.
12. Any reliance on or in SELFieDOCS® is at your own risk and a breach of our Terms & Conditions.
13. You acknowledge no legal advice has been provided by us.

## Collaborative Legal Solutions Website Terms & Conditions

### TERMS & CONDITIONS

14. These terms and conditions apply to the use of this Website, application, SELFieDOCS® or app (**Website**).

15. By using this Website, you agree to be bound by our Disclaimer (above), these Terms and Conditions, and our Privacy Policy (below).
16. Our Website means [www.collaborativelegalsolutions.com.au](http://www.collaborativelegalsolutions.com.au) and is owned by Collaborative Holdings Pty Ltd ACN 169 068 268 trading as Collaborative Legal Solutions 62 935 306 580 (**Collaborative Legal Solutions, We, Us, Our**), including its contents.
17. You acknowledge that our SELFieDOCs®:
  - (a) Are for illustrative purposes only;
  - (b) are for illustrative purposes only;
  - (c) are for general information only;
  - (d) do not constitute legal advice and will not be relied upon as legal advice;
  - (e) will not be relied on as suitable and an answer to your problem or circumstances;
  - (f) are not all encompassing of every issue that may relate to your problem/circumstances;
  - (g) that you should seek independent legal advice from an independent qualified legal practitioner practising in your jurisdiction about your problem/situation as well as our SELFieDOCs® (if purchased);
16. We are unable to warrant the accuracy of your access to and use of our Website, including your order of our SELFieDOCs® offered throughout this Website, and is subject to these terms and conditions.
17. You acknowledge that it is your responsibility to seek legal advice regarding your circumstances, including any time limitation that may apply.
18. We do not assume any duty of care with respect to any information, materials and/or products you access from our Website, except as required by law.
19. We reiterate our request that you read these terms and conditions in full before accessing or using our Website.
20. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Website.

## **Reliance**

21. Information which is accessible from our Website may be placed by third parties, including advertisers. We are unable to warrant the accuracy of such content provided by third parties including on any blogs or social media pages which we may maintain from time to time.
22. Information provided by us on this Website, or in respect of any products or services is provided by us as general information and illustrative purpose and is not in the nature of advice.
23. You should make your own independent inquiries and assessment with respect to any information you obtain from this Website.
24. We do not make any representation or warranties with respect to this Website, including, without limitation:
  - (a) That information on the Website is adequate, reliable, up-to-date, accurate, complete, or suitable for any particular purpose;
  - (b) That your access to the Website will be uninterrupted or timely;
25. With respect to non-infringement of our or any third part intellectual property rights, unless we have been negligent, or unless otherwise required by law, we are not liable for any direct loss, indirect loss

or consequential loss resulting from any action taken or reliance made by you on any information, content or material on this Website, or your use of the Website.

26. Your use of any materials, products or information provided on the Website, is entirely at your own risk. We assume no duty of care to you with respect to our Website.

### **Intellectual property rights**

27. Copyright in our Website (including text, graphics, photographs, logos, icons, sound recordings, software and SELFieDOCs®) is owned or licensed by us. Subject to the exceptions prescribed under the Copyright Act 1968 (Cth) and similar legislation which may apply in your jurisdiction, and except as expressly authorised by these Website terms and conditions, you must not:-
- (a) Adapt, reproduce, store, distribute, print, display, perform, publish, or create derivative works from any part of the Website or any material or products downloaded from the Website; or
  - (b) Commercialise any information obtained from any part of the Website, including our SELFieDOCs®.
28. The trademarks and logos appearing on our Website, and on our products or services, are our property.
29. You must not use any content published on our Website, including any trademarks, without our written permission.
30. Without limitation, you agree that you will not use any of our trademarks:
- (a) In or as a whole or part of your own trademarks;
  - (b) On any other Website or in any marketing or promotional materials; or
  - (c) In connection with any activities, products or services that are not ours.
31. Copyright and other intellectual property rights in some of our Website content may be owned by and will remain the sole property of third party content providers. You must not do anything that infringes either our own or any third party intellectual property rights.
32. You must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way, or communicate to the public a material without our prior written consent; and
33. You must not frame or embed in another website any of the material and/or products appearing on this Website without our prior written consent.
34. You may;
- (a) view the contents;
  - (b) purchase SELFieDOCs® products (at your own risk);
  - (c) Print hard copies for the sole purpose of viewing but not for any other use, including commercial use;
  - (d) Where this Website contains registered trademarks and other trademarks which are protected by law, you must not use any without our prior written consents.

### **Links to third party websites**

35. Our Website may contain links to third party Websites. Their content may not be current or maintained. We are not responsible for the content or privacy practices of third party websites and do not control or guarantee the accuracy, relevance, timeliness or completeness of information on any third parties websites.

36. We do not make any representation or warranties that any information on third party websites is reliable, up-to-date, accurate, complete, or suitable for any particular purpose or that your access to third party websites will be uninterrupted, timely or secure.
37. We do not make any representations or warranties with respect to third party websites being free from computer viruses, or non-infringement of third party intellectual property rights subsisting in any content or material posted on third party websites;
38. Our links to third party websites should not be construed as an endorsement, approval, or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on linked Websites.
39. It is your choice whether you follow a link to third party websites and may be required to accept their terms of use and/or privacy terms of their websites. The content of third party websites and any such terms are beyond our control and it is your responsibility to use your own judgment in deciding whether to follow a link to third party websites.

#### **No offer of services**

40. Unless otherwise agreed in writing, the provision of information on our Website regarding any of our services, material, products and SELFieDOCs® is for advertising, promotional purposes, general and illustrative purposes only, and does not constitute an offer to provide you legal services or products.

#### **Variation**

41. These terms and conditions will be varied from time to time without providing you with notice.
42. You acknowledge that changes will be effective immediately upon publication on our Website.
43. If you do not accept our revised terms and conditions, then you should leave or cease to access or visit our Website.

#### **Dealing with your personal information**

44. We undertake: -
  - (a) to deal with any of your personal information we collect as a consequence of your use of our Website in accordance with our privacy policy (below); and
  - (b) to comply with the terms of our privacy policy which is available on our Website (below).

#### **Security of information**

45. We strive to protect your information however we do not warrant and cannot ensure the security of any information which you transmit to us, or that this Website is virus free.
46. Any information that you upload, provide to us in accordance with these terms and conditions or is transmitted to us or uploaded, is provided or transmitted at your own risk.

#### **Liability under the Australian Consumer Law**

47. Subject to law, including any liability we may have under the Australian Consumer Law (as contained in the Competition and Consumer Act 2010 (Cth) (**ACL**) or other entity which cannot be excluded, we do not accept responsibility for any direct loss, indirect loss, consequential loss or damage, however caused (including through negligence), which you may direct or indirectly suffer in connection with:
  - (a) Your use of our Website;
  - (b) Your use of our SELFieDOCs®;
  - (c) Your use or reliance on information, products, materials, or SELFieDOCs® contained on or accessed through this Website; or

(d) Any of our products or services.

48. Our maximum cumulative liability is limited to up to \$50 provided that any claim is notified to us in writing within 12 months of the circumstances giving rise to the claim occurring (to the extent that we are unable to exclude liability for any loss or damage or liability you may incur or suffer, with the exception of any applicable consumer guarantees under the ACL, any condition or warranty which could otherwise be implied in connection with our products, material, or services, or the Website, is excluded; and subject to any liability we may have under the ACL which cannot be excluded, where any of our services are not acquired for personal, domestic or household use or consumption, any liability we do have for any direct loss, indirect loss, consequential loss or other damage is limited to:-
- (a) Replacing the relevant products or services, or supply of equivalent products or services; or
  - (b) Payment of the cost of replacing the relevant products or services, or of acquiring equivalent products or services, or of acquiring equivalent products or services;
  - (c) Use any device, software or process to interfere with the proper working of or access to our Website by others;
  - (d) Otherwise monitor, modify copy or extract the content of our Website or any data contained within or accessible from our Website.
49. Nothing in these terms and conditions excludes any guarantees or liability arising under the ACL, or any other statute or law, if and to the extent that liability cannot be lawfully excluded.

### **System Security**

50. You must not, and you must not permit any other person to:
- (a) Use our Website for any activities that breaches any laws, infringe a third party's rights or are contrary to the relevant standards or codes;
  - (b) Use this Website in a manner or way, or post to or transmit to or via the Website any material which interferes with other users or our other customers or defames, harasses, threatens, menaces, or offends any person or which prevents any other person from using or enjoying our Website;
  - (c) Use other person's details without their permission or impersonate another person when using our Website;
  - (d) Post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
  - (e) Tamper with or hinder the operation of our Website;
  - (f) Knowingly transmit any viruses, worms, defects, Trojan horses or similar disabling or malicious code to our Website;
  - (g) Use any robot, spider, Website search and retrieval application or other mechanism to retrieve or index any portion of our Website;
  - (h) Modify, adapt, translate or reverse engineer any portion of our Website;
  - (i) Remove any copyright, trademark or other proprietary rights notices contained in or on our Website;
  - (j) Reformat or frame any portion of our Website pages that are part of our Website or reformat, copy, replace or re-sell the material or products purchased. All Rights Reserved.
  - (k) Create accounts by automated means or under false or fraudulent pretences;
  - (l) Use our Website to violate the security of any computer or other network or engage in illegal conduct;

- (m) Take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
- (n) Use our Website other than in accordance with these terms and conditions; or
- (o) Attempt any of the above acts or engage or permit another person to do any of the above acts.

51. You understand that any such violation is unlawful in many jurisdictions and that contravention of law may result in criminal prosecution, which are not limited to: -

- (a) Forging any header information in any email or newsgroup posting;
- (b) Accessing data unlawfully or without consent;
- (c) Attempting to:
  - i. probe, scan or test the vulnerability of a system or network or to breach security or authentication measures;
  - ii. interfere with service to any user, host or network, including without limitation, via means of overloading, "flooding", "mail bombing" or "crashing".
- (d) You will indemnify us (including any related entities) in relation to any liability incurred and for any damage, costs, or expense, whether direct or indirect, caused by your breach of these terms, including this clause.

## **Social media**

52. These terms and conditions applies where we provide or host social media pages or where you refer to us on social media and reference any matters identified on our Website:-

- (a) You will not submit any social media site content that is unlawful, fraudulent, or which may breach any intellectual property rights, privacy, publicity or other right, or is unreasonably commercial, defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children, misleading or deceptive, or otherwise unsuitable for publication.
- (b) You will obtain our prior consent to the submission of your content from all persons who appear in (for example, in photographs) or have any rights in relation to any content;
- (c) Your content will be your own original work;
- (d) Your content shall not contain viruses or cause injury or harm to any person, entity, or device;
- (e) You will comply with all applicable laws and regulations, including without limitation, those governing copyright content, defamation, privacy, publicity and the access or use of others' computer, mobile communications device or any other communication system; and
- (f) You agree to indemnify us for any loss, damage, expense, whether direct or indirect (and including consequential loss) we and/or any of our related entities may suffer in relation to any breach of the above terms.

## **Cookies**

53. To improve your experience on our Website, we may use 'cookies' to interact with your internet browser which enable us to provide you with a greater experience. Cookies are frequently used on websites. A cookie is a small text file that our Website may place on your computer as a tool to remember your preferences. You may refuse the use of cookies by selecting the appropriate settings on your browser. If you do this, you may not be able to use the full functionality of this Website.

54. Our Website may contain links to other websites. Please be aware that we are not responsible for the privacy practices of such other websites. When you go to other websites from here, we advise you to be aware of and read their privacy policy.
55. Our Website may use Google Analytics, a service which transmits Website traffic data to Google servers in the United States. Google Analytics does not identify individual users or associate your IP address with any other data held by Google. We may use reports provided by Google Analytics to help us understand our Website traffic and page usage.
56. By using our Website, you consent to the processing of data about you by Google in the manner described in [Google's Privacy Policy](#) and for the purposes set out above. You can opt out of Google Analytics if you disable or refuse the cookie, disable JavaScript, or [use the opt-out service provided by Google](#).
57. We may also use interfaces with social media websites such as Facebook, LinkedIn, Twitter and others. If you choose to "like" or "share" information from through these services, you should review the privacy policy of that service. If you are a member of a social media website, the interfaces may allow the social media website to connect your visits to this Website. You acknowledge that any contribution by you to a social media application is publication to the world at large and we are not responsible for any use, misuse, or misappropriation by other users of information or content that you contribute to any social media applications. You warrant that the data you contribute to us is accurate at that point in time.
58. You acknowledge that you will be subject to the privacy policy of other third party websites and social media sites and you should refer to their respective terms of use and privacy policies for their details.

## **General**

59. If any our Website terms and conditions are illegal, void or unenforceable in a jurisdiction, they will, as to that jurisdiction, be ineffective to the extent of the illegality, voidability or unenforceability and to the extent possible may be severed, without invalidating the remaining terms and conditions or affecting the validity or enforceability of that provision in another jurisdictions.
60. If we waive any rights available to us under these Website terms and conditions on one occasion, this does not mean that those right will automatically be waived on another occasion.

## **Governing law**

61. This Website is operated from Australia.
62. We make no representation that the content and the materials on the website are appropriate for use in other locations.
63. These terms and conditions and your use of our Website are governed by the laws in force in Queensland, Australia.
64. By using our Website, you agree to submit to the jurisdiction of the Courts of Queensland, Australia.

## **Purchase of our SELFieDOCs®**

65. You must provide all requested information. Any personal information that you give us will be held and used by us in accordance with our Privacy Policy;
66. If you choose to use a workplace email address for your account, then you are solely responsible for ensuring that you comply with the rules, policies or protocols that apply to the use of your email address and your workplace facilities.
67. You may order SELFieDOCs® by selecting and submitting your payment details via PayPal's Website and in accordance with these terms and conditions. By selecting the SELFieDOCs® you will be redirected to PayPal or Stripe's which is entirely independent of our Website. You will be bound by PayPal's Terms and Conditions in addition to ours.

68. Any order placed through this Website for a SELFieDOCs® Product or document is an offer by you to purchase the particular SELFieDOCs® Product for the price notified (which includes, delivery, GST, and any other fees and charges) required at the time you place the Order.
69. We may ask you to provide additional details or require you to confirm your details to enable us to process your request;
70. You agree to provide us with current, complete and accurate details when asked to do so by this Website.

#### **Acceptance or rejection of your request to purchase our SELFieDOCs®**

71. We reserve the right to accept or reject your order for any reason, including if the requested SELFieDOCs® is not available if there is an error whatsoever with our Website or PayPal's Website. ("the Websites")
72. Each order request placed for SELFieDOCs® through our Website that we accept results in a separate binding agreement between you and us for the supply of those SELFieDOCs®. For each order accepted by us, we will supply the SELFieDOCs® Products in that order to you in accordance with these Terms & Conditions.
73. If we reject an order placed through the Website, then we will endeavour to notify you of that rejection at the time you place the Order or within a reasonable time after you submit your order.
74. We reserve the right to cancel your order for any reason whatsoever.

#### **Delivery of SELFieDOCs® products**

75. We only deliver SELFieDOCs® electronically and at your cost. SELFieDOCs® can be downloaded with Adobe Reader (a free PDF viewer can be downloaded from <http://get.adobe.com/reader/>).
76. You are solely responsible for ensuring you have the right technical requirements on your part. We are not responsible for any issues on your part, and you agree to indemnify us for any additional costs incurred in our assisting you to resolve your problems immediately upon our reasonable request, if extensive and necessary. Alternative downloadable measures can be made solely at our discretion, where requested. Our hourly rate charged is \$350.00 plus GST per hour or part thereof.
77. You acknowledge that we may record the details of any identification provided in relation to your order.

#### **Fraud and risk assessment**

78. Processes may be in place to assist in detecting transactions that may be illegal or in breach of these terms. We may contact you by telephone or email to confirm your payment and information details. If we are unable to confirm these details, we may cancel your Order. If you are unsure whether the person contacting you is from Collaborative Legal Solutions, please Contact Us on 0431 329 367 or email [info@collaborativelegalsolutions.com.au](mailto:info@collaborativelegalsolutions.com.au).

#### **Risk and title**

79. Risk in the SELFieDOCs® passes to you at the time of, whichever is the earlier:
  - (a) selecting the SELFieDOCs® for purchase;
  - (b) successful payment for those SELFieDOCs®; or
  - (c) the electronic delivery of those SELFieDOCs® to you.

#### **Cancelling an order of our SELFieDOCs®**

80. We may cancel any request order or part thereof (including any orders that we may have accepted) without any notice to you and for any reason whatsoever and at our discretion. This may include but not be limited to, if:



- (a) the requested SELFieDOCs® product in that order is not available; or
- (b) there is an error in any information relating to the SELFieDOCs®, the price or the product description posted on our Website in relation to the relevant SELFieDOCs® Product in that order; or
- (c) that order has been placed in breach of these terms and conditions.

- 81. If we cancel an order, where the ordered product is unavailable or for some other reason, we will endeavour to rectify the problem as soon as possible and provide you with the correct document at the correct price. If that is not possible, we will cancel the order and will refund your original payment method or through alternative means, at our discretion.
- 82. Where you are in breach of these terms and conditions, we take no responsibility for your breach, and it is at our discretion to issue a refund. If no charge has been processed, then no refund will be issued.
- 83. If you rectify your breach, then you may wish to re-order the SELFieDOCs® Product at your risk.
- 84. It is at our discretion to manually provide for the electronic transmission within five (5) business days.
- 85. Once your SELFieDOCs® product has been selected, requested or ordered then no refund will be processed by us to you irrespective of whether you have received the SELFieDOCs® product. These terms and conditions apply.
- 86. You may not cancel an order once payment has been entered and accepted. We have a no returns policy. Select with great care.

#### **SELFieDOCs® Fees and charges**

- 87. We will charge you, and you agree to pay the following fees and charges in relation to an order that we accept (as applicable): -
  - (a) the purchase price of each SELFieDOCs® product that is ordered;
  - (b) the cancellation fee for an order that is cancelled (which will depend on the situation, and we will notify you of the cancellation fees as incurred by us); and
  - (c) any other fees and charges set out in these terms and conditions.
- 88. All fees and charges identified in these terms and conditions and all prices for the SELFieDOCs® product includes GST and other costs and charges, where applicable.
- 89. The purchase price of each SELFieDOCs® product is shown on our Website at the time you place your Order. The purchase price of each SELFieDOCs® vary.
- 90. You acknowledge that:
  - (a) We are not required or obliged to match any prices for our SELFieDOCs® product that is available through our Website at our office or vice versa; and
  - (b) The price of our SELFieDOCs® products may differ from the price of SELFieDOCs® that may be provided elsewhere such as in our office or provided elsewhere;
  - (c) That if a SELFieDOCs® Product that you have ordered is not available then we may substitute the form of delivery of your choice of SELFieDOCs® Product according to your order within five (5) business days and failing this we reserve the right to cancel your order.
- 91. It is your responsibility to ensure that your inbox of the computer, and or email address provided contains enough space to receive your SELFieDOCs® product ordered. You indemnify us for any additional time spent in assisting you rectify this situation (our hourly charge rate is \$350.00 plus GST), and we reserve our rights to cancel your order and issue a refund at our sole discretion, if necessary and at our discretion.

## **SELFieDOCs® payment methods**

92. You must pay the fees and charges online using the online payment methods outline below.
93. We accept online payment as follows:
  - (a) Via your PayPal or Stripe's account;
  - (b) Visa and Visa Debit;
  - (c) MasterCard and MasterCard Debit;
94. If we are unable to successfully process your credit card payment or PayPal or Stripe's account for your order that is accepted by us, then we may notify you of dishonour and cancel your order.
95. You authorise Us to debit the amount that is payable for an accepted order from your nominated PayPal or Stripe's account, credit card or debit card to pay for the fees and charges.
96. You must not pay, or attempt to pay, for SELFieDOCs® products through any fraudulent or unlawful means.
97. For orders, a receipt will be made available at the time of purchase which specifies the total fees and charges for purchase including the dollar value paid. Currency is in Australian dollars.

## **SELFieDOCs Returns**

98. We have a 'No Return' Policy. Please ensure you carefully select the SELFieDOCs® Product of your choice as no refund or returns will be provided whatsoever and this includes a selection made by mistake or in error or placed by a third party, whether in duplication or for any reason whatsoever.

## **Your general obligations:**

99. You:
  - (a) Must ensure that you enter correct information as requested including a valid email address with sufficient space to receive the download or receive the SELFieDOCs®.
  - (b) are responsible for any costs associated with accessing our Website, including Internet access fees and any software(s) required;
  - (c) are responsible for any person that accesses our Website on your behalf;
  - (d) agree that we may charge you for all SELFieDOCs® that we agree to supply to you that have been ordered using your information provided through the Website; and
  - (e) Select carefully as no refunds will be processed.

## **Warranties:**

100. You warrant that:
  - (a) all information and data provided by you through our Website or otherwise is true, accurate, complete and up to date;
  - (b) the person receiving the SELFieDOCs® product at the electronic delivery address, is authorised to do so if the person is acting on your behalf. These terms and conditions apply to a person or party acting on your behalf;
  - (c) You will have and will comply with all relevant laws relating to your use of our Website and your placement of any SELFieDOCs® order to us.

## **Your liability and acknowledgements**

101. You are responsible to ensure that a SELFieDOCs® Product selection is made carefully, and you acknowledge that you should obtain legal advice in relation to your own situation.
102. You acknowledge that SELFieDOCs® Products are fictitious sample legal documents available for purchase and intended for general information and illustrative purposes only.
103. You acknowledge that our Website is provided “as is” and that we do not make any warranty or representation as to the suitability of our Website or a SELFieDOCs® product for any purpose. Refer to our Disclaimer above which applies to our Terms & Conditions.
104. We will not be liable to you for indirect and consequential loss arising from or connected to this agreement in contract, tort, under any statute or otherwise (including, without limitation, for loss of revenue, loss of profits, failure to realise expected profits or savings, loss or corruption of data and any other commercial or economic loss of any kind) unless such loss arises as a result of our own negligence or wilful misconduct, subject to the our terms and conditions; and
105. We exclude all other implied terms and warranties, whether statutory or otherwise, relating to our Website or the subject matter of this agreement.

## **Termination**

106. We may immediately suspend, terminate or limit your access to and use of our Website and where relevant if you breach these terms and conditions and:
  - (a) the breach cannot be remedied; or
  - (b) you fail to remedy the breach as soon as possible but within 7 days of our notice to you of that breach; or
107. You may stop using our Website at any time and for any reason.
108. We may stop making the Website (or any part of it) without prior notice. If so, any orders that we have accepted will not be affected unless our SELFieDOCs® products are no longer available or we are prevented from supplying them and you agree to be bound by this, our Privacy Policy, Disclaimer, and Terms and Conditions.

## **Changes to fees, products and SELFieDOCs®**

109. We may change the fees of our SELFieDOCs®, products or any part of this Website without warning.

## **Changes to these terms and conditions**

110. We reserve the right to change these terms and conditions at our discretion. Please ensure you read these carefully each time you agree to them during your selection process.
111. The terms and conditions apply to each SELFieDOCs®, product, or other material that is offered in our Website.

## **Definition:**

112. GST has the meaning it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth);
113. SELFieDOCs®/Product means each SELFieDOCs® product that is advertised on our Website;
114. Order or Request means any order for a SELFieDOCs® or Product submitted using our Website.

## **PRIVACY POLICY**

115. Collaborative Legal Solutions values privacy and is committed to keeping your personal information private in accordance with the Australian Privacy Principles and the *Privacy Act 1988 (Cth)*. This

includes in the way we collect and use your personal information. Collaborative Legal Solutions understands that users of our Website and service are also concerned about confidentiality and security of any information provided.

### **What is personal information?**

116. The Privacy Act 1988 (Cth) defines “personal information” as meaning information or an opinion about an identified individual or an individual who is reasonably identified: whether the information or opinion is true or not; and whether the information or opinion is recorded in a material form or not, and if the information do not disclose your identity or enable your identity to be ascertained, it will in most cases not be classified as *personal information* and will not be subject to this privacy policy.

### **Information Collected**

117. Collaborative Legal Solutions is committed to protecting the privacy, confidentiality, and security of users of this Website. This Privacy Policy outlines how we collect, use, disclose, store and manage your personal information.
118. The personal information that we collect depends on the nature of our relationship or engagement with you, including as a client, preferred supplier, contractor, submitting an order to purchase or download any product offered including SELFieDOCs®, and/or visitor to our Website. During the course of conducting our business as a law firm, we may collect personal details (such as name, date, occupation, contact details), business dealing information, information gained through employment applications, interviews, reference checks and we also may collect information from customers, clients, clients’ staff, individuals including those who use our Website, including collecting credit card, bank account details or other details if a purchase or download has been made.
119. When you visit our Website, our server records your visit and logs certain information for statistical and diagnostic purposes. A tracking cookie is used which identifies the user over an entire browsing session and repeat visits to the Website. In the unlikely event of an investigation, a law enforcement agency may exercise a warrant to inspect activity logs.
120. When you visit our Website, our measurement tool and servers also record anonymous information for statistical purposes only, including: -
- (a) the requesting IP address;
  - (b) the type of browser being used, computer platform and screen resolution;
  - (c) the date and time of the visit;
  - (d) the pages and resources accessed and downloaded;
  - (e) the previous website visited;
  - (f) the user ID used to access the page, if any.
121. No attempt will be made to identify your personal details except in the event of an investigation when a law enforcement agency may exercise a warrant to inspect our logs.
122. Any personal information you provide will only be used for the purpose for which it was collected, to provide an account for services or products provided; respond to your requests; fulfil our legal responsibilities (subject to our obligations to our clients) where necessary in the provision of legal services; to provide on a confidential basis to external service providers, where necessary in the provision of legal services or products; manage our relationship with our clients and to improve service provision; optimise and tailor information which we provide to you; and comply with our legal and ethical obligations (where the law requires us or where our clients consent for us to do so). Collaborative Legal Solutions in our capacity as Preferred Supplier to Legal Aid Queensland, may be required to receive/disclose personal information to Legal Aid Queensland pursuant to our obligations and undertakings and in compliance with your application for a grant of aid.

123. Information provided by clients and members of the community will be used to maintain our internal policies including to assist in providing access to services, educational and professional development and to provide information, promotional materials and incentives that may be offered by us from time to time. Information received may include name, address, concerns, contact details and date of birth. It will also be used to conduct research to analyse the ongoing needs of clients and members of the community. We are committed to preventing unauthorised use and access to personal information collected by it.
124. Members and the public have the right to request access to any personal information which relates to them and the right to request that information be corrected should it be inaccurate. Information provided by clients and the public may be disclosed to regulatory bodies in other States and/or foreign countries, and other statutory bodies where required by law.
125. We hold your personal information for as long as is required to fulfil the purposes for which it was collected or as required by law. We will never sell your personal information and may store, process or back-up your personal information on computer servers or networks which are in Australia, overseas or in “the cloud”, and take all necessary steps to ensure the security of the information is maintained and that it is used consistent with our policy, and obligations under the Privacy Act 1988 (Cth).

### **Email and Your privacy rights**

126. Email traffic received via our Website and/or direct, may be monitored by our Website Technician for system trouble shooting and maintenance purposes only; and
127. To further understand your privacy rights, we encourage you to visit the website of the Office of the Australian Information Commissioner, Australian Government.

### **Security**

128. Collaborative Legal Solutions:
  - (a) requires all staff to keep personal information confidential;
  - (b) takes all reasonable steps to protect the physical security of information and to prevent unauthorised access;
  - (c) our third parties who provide services are obligated to respect the confidentiality of any personal information held by us. We will not be held responsible for any loss or damage which is directly or indirectly caused by unauthorised access to your personal information.
129. You acknowledge there can be risks with transmitting information across the internet and this Website may contain links to other websites, and Collaborative Legal Solutions is not responsible for the privacy or security practices or content of such other websites.
130. We use IP addresses to assist the diagnosis of problems or support issues with our website and to analyse the usage and traffic of the Website.
131. We will contact you if a data breach happens (when personal information is accessed, disclosed without authorisation, or is lost) if the data breach is likely to cause you serious harm.

### **Contact, Correction and Privacy Complaints**

132. If you have a complaint or concern in relation to the way in which your personal information is being handled by Us, please contact [info@collaborativelegalsolutions.com.au](mailto:info@collaborativelegalsolutions.com.au). We aim to process your request within three weeks.
133. The Australian Privacy Principle permits you to obtain access to the personal information we hold about you in certain circumstances and allows you to correct inaccurate personal information subject to certain exceptions. You can contact Us using the above email.

We may change of privacy policy at some stage in the future, which will be published on our Website.

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Liability limited by a Scheme approved under professional standards legislation.