

Terms and Conditions

The Website under the domain name www.lawyerquote.com.au and its related services, products, websites, tools and applications (Website) is owned and operated by LawyerQuote Pty Ltd ACN 605 630 564 (LawyerQuote).

You must read these Terms and Conditions and all other Policies (as defined below) which include those terms and conditions expressly set out below and those incorporated by reference before using the Website. By using the Website (whether as a Client or a Legal Service Provider) you agree to these Terms and Conditions and all Policies.

We may amend these Terms and Conditions or any Policy at any time at our discretion. Please review the Terms and Conditions and our Policies periodically as your continued use of the Website indicates your agreement to any changes made. All amended Terms and Conditions and Policies shall automatically be effective from the time and date of appearance on our Website (unless otherwise stated in the Terms and Conditions or Policy). If you do not agree with such changes, you must cease to use the Website. These Terms and Conditions are effective as at 1 December 2014.

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In these Terms and Conditions unless inconsistent with the context or subject matter:

- (a) "Client" means a person who completes a Questionnaire for the purposes of obtaining a Quote and/or selecting a Legal Services Provider;
- (b) "Client Information" means any information relating to a Client and/or a Client's legal matter provided for the purpose of obtaining legal advice (including any Information submitted in order to obtain introductions to Legal Service Providers from us and the Website or obtaining a quote for Legal Services through the Website);
- (c) "Content" includes any material, text, pictures, sound, graphics, video and other data whether in written form or otherwise including without limitation the Questionnaire;
- (d) "Information" means any information, Content, documents, links or attachments a User, Client or Legal Service Provider provide to us including through the Website;
- (e) "Intellectual Property" means all intellectual property rights, including without limitation inventions, patents, copyright, rights in circuit layouts, registered designs, trade marks, know-how, processes, concepts, intellectual property in name "LawyerQuote", the LawyerQuote Questionnaire, the quoting system developed by LawyerQuote and used on the Website and the source code for that system, and any right to have Information kept confidential and any application or right to apply for registration of any of the these rights throughout the world whether registered or unregistered and whether developed before or after the date of this Terms and Conditions;

- (f) "LawyerQuote" means LawyerQuote Pty Ltd ACN 601 925 900;
- (g) "Legal Services" means any services of any nature provided to a Client by a Legal Service Provider, including provision of legal advice;
- (h) "Legal Service Provider" means a person or entity (including a firm) who registers as a lawyer with LawyerQuote for the purposes of providing Legal Services to Clients;
- (i) "Loss" means any loss, liability, cost, charge, expense, tax or damage of any nature whatsoever, including lost profits, loss of goodwill, loss of business, loss of production and any other special, incidental, exemplary, compensatory or consequential damages, losses, expenses, or lost or stolen programs or other data (howsoever arising or caused, including, without limitation, negligence);
- (j) "our", "us" and "we" means LawyerQuote;
- (k) "Policy" means any policy of LawyerQuote in place from time to time including without limitation any policy relating to privacy, fees, refunds, feedback and service;
- (l) "Questionnaire" means any of the questions on our Website that a Client answers for the purposes of obtaining a Quote and/or selecting a Legal Services Provider;
- (m) "Quote" means a quote provided by a Legal Services Provider for providing the service required by the Client as determined by the Questionnaire;
- (n) "Related Entity" Related Entity has the meaning given to it in section 9 of the Corporations Act 2001 (Cth);
- (o) "Services" means any services provided by us to you pursuant to these Terms and Conditions and includes provision of the Website;
- (p) "General Trust Account" has the meaning given to it in section 237 of the Legal Profession Act 2007 (Qld) and includes any general trust account required to be maintained by a Provider under the legal professional rules/legislation applicable to that Provider;
- (q) "User" means any person who uses the Website for any purpose whatsoever;
- (r) "Website" means www.lawyerquote.com.au; and
- (s) "you" and "your" means a User, Client or Legal Service Provider (as the case may be).

1.2 Interpretation

In these Terms and Conditions, unless inconsistent with the context or subject matter:

- (a) a reference to a person includes any other legal entity;
- (b) a reference to a legal entity includes a person;
- (c) words importing the singular number include the plural number;
- (d) words importing the plural number include the singular number;

- (e) the masculine gender must be read as also importing the feminine or neuter gender;
- (f) a reference to a party includes the party's heirs, executors, successors and permitted assigns;
- (g) headings are for reference purposes only and must not be used in interpretation, with the exception of where a subheading of Client, User and/or Legal Service Provider is used, in which case clauses under that subheading relate to the party referred to in the subheading;
- (h) where any word or phrase is given a defined meaning any other part of speech or other grammatical form concerning the word or phrase has a corresponding meaning;
- (i) a reference to a statute includes all regulations and subordinate legislation and amendments;
- (j) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and includes e-mail and fax;
- (k) a reference to a monetary amount is a reference to an Australian currency amount;
- (l) an obligation of two or more parties binds them jointly and each of them severally;
- (m) an obligation incurred in favour of two or more parties is enforceable by them severally;
- (n) references to time are to local time in Queensland;
- (o) where time is to be reckoned from a day or event, the day or the day of the event must be excluded;
- (p) a reference to a business day means any day on which trading banks are open for business in Queensland;
- (q) if any time period specified in this agreement expires on a day which is not a business day, the period shall expire at the end of the next business day;
- (r) a reference to a month means a calendar month; and
- (s) a reference to data includes metadata.

2. USER ELIGIBILITY

- 2.1 Our Services are available only to, and may only be used by, persons who can form legally binding contracts under applicable law. Without limiting the foregoing, our Services are not available to persons under 18 years of age or to temporarily or indefinitely suspended Users. If you do not qualify, please do not use our Services.

3. PRIVACY

- 3.1 All information that we process on the Website or through email or any other means will be managed and used in accordance with our Privacy Policy.

4. YOUR OBLIGATIONS

- 4.1 You must use the Website in accordance with these Terms and Conditions and our Policies. You must also ensure that you comply with all clauses of these Terms and Conditions and all Policies and all terms and policies included by reference in those documents.
- 4.2 You agree and acknowledge that the Website provides an online introduction service between a Client and Legal Service Provider (who are providing the Legal Services). You must only use the Website for the purpose of obtaining Quotes and/or selecting Legal Service Providers.
- 4.3 You are solely responsible for your Information, and we act as a passive conduit for your online distribution and publication of your Information.
- 4.4 Your use of the Website and our Services, and your Information, must not:
- (a) be false, inaccurate or misleading;
 - (b) be fraudulent or deceptive;
 - (c) infringe any third party's copyright, patent, trademark, trade secret, intellectual property or other proprietary rights or rights of publicity or privacy;
 - (d) violate any applicable law, statute, ordinance or regulation (including those governing consumer protection, unfair competition, criminal law, antidiscrimination or trade practices law such as the Competition and Consumer Act 2010 (Cth));
 - (e) be defamatory, trade libelous, unlawfully discriminatory, threatening or harassing;
 - (f) be obscene, pornographic or indecent or contain adult material or vulgar, profane, discriminatory, offensive or racist language;
 - (g) contain comments of a religious, political or social nature;
 - (h) contain any viruses, trojan horses, worms, time bombs, trap doors, back doors, easter eggs, spiders, robots, screen scrapers, data aggregation tools or other devices or other computer programming routines that may or are intended to damage, modify, delete, interfere with, surreptitious intercept, access without authority or expropriate any system, data or personal information or otherwise affect the integrity, operation or security of this Website;
 - (i) create liability for us or cause us to lose (in whole or in part) the services of our internet service provider, Legal Service Providers, other Users or other suppliers;
 - (j) damage the credibility or integrity of the Website or LawyerQuote;
 - (k) breach or violate any Policy;
 - (l) link directly or indirectly to or include anything that:
 - (i) you do not have a right to link to or include;
 - (ii) could cause us to violate any applicable law, statute, ordinance or regulation.

5. FEES AND SERVICES

- 5.1 Joining LawyerQuote and using the Website is free. If you select a Legal Services Provider through the Website we will receive an information technology and introduction fee from the Legal Service Provider. We may also receive other fees from Legal Service Providers. You hereby consent to us receiving such fees from Legal Service Providers and upon you selecting the Legal Service Provider and immediately prior to making payment through the Website, you consent and agree to the Legal Service Provider paying the information technology and introduction fee (which is a referral fee) to us.
- 5.2 Notwithstanding anything contained in these Terms and Conditions or another Policy, you agree and consent to the Legal Service Provider you selected through use of the Website to provide you with Legal Services reporting to us on whether the Legal Service Provider's Legal Services were engaged by you and the total fees paid by you to the Legal Services Provider. For the avoidance of doubt, you expressly authorise and require the Legal Services Provider you have selected to disclose to us any additional fees paid by you or increase in fees payable to the Legal Services Provider for your legal matter. You are also obliged to notify us of any additional fees paid by you or increase in fees payable following selection of a Legal Service Provider. This clause does not apply to engagements other than the initial engagement.
- 5.3 You will be required to pay an initial payment once you have selected a Legal Service Provider to provide you with Legal Services through the Website. Notwithstanding the fact that this initial payment will be paid directly to LawyerQuote, you agree and acknowledge that this payment is made by you to the Legal Service Provider you have selected through the Website and is therefore deemed to be paid to LawyerQuote by the Legal Service Provider. For the avoidance of doubt, you do not require this initial payment to be paid into the Legal Service Provider's General Trust Account and you hereby authorise and direct the Legal Service Provider to pay it directly to LawyerQuote. The remainder of the fees you are required to pay will be invoiced by and paid directly to the Legal Service Provider engaged by you.
- 5.4 You agree that you will not approach a Legal Service Provider directly after becoming aware of such Legal Service Provider following completion of the Questionnaire and the viewing of Quotes. You agree that you will contact such Legal Service Provider only through the Website. You are strictly prohibited from attempting to negotiate the fee for any matter with a Legal Service Provider directly or attempting to circumvent payment of the initial payment through the Website.
- 5.5 You will only be provided with a refund of your initial payment paid to LawyerQuote in the event the Legal Service Provider you select identifies that it has a conflict of interest in acting for you and that is notified to us within 2 business days of the Legal Service Provider being selected by you. For the avoidance of doubt, a refund of your initial payment paid to LawyerQuote will not be given in any other circumstances including without limitation if you have completed the Questionnaire incorrectly and the scope of the services you require and fee are accordingly incorrect and revised by the Legal Service Provider.
- 5.6 Unless otherwise stated, all fees quoted on the Website are in Australian Dollars.

6. WEBSITE INFORMATION

- 6.1 The Website contains Information and Content prepared by LawyerQuote or by third parties such as Legal Service Providers at the request of LawyerQuote (LawyerQuote Information) of a general nature on matters of interest only, including information relating to legal issues, legal matters, legal concepts, and Legal Services. The application and impact of laws can vary widely based on the specific facts involved. The Website and LawyerQuote Information does not take into account your legal

needs, objectives or financial situation or provide you with personal legal advice or advice of any other nature. Moreover, LawyerQuote Information is provided on the basis that the authors, publishers and LawyerQuote are not herein engaged in rendering, and do not provide, legal, accounting, tax, or other professional advice and services and nothing published by those authors, publishers and LawyerQuote on or through the Website constitutes legal, accounting, tax or other professional advice. Because of this you should, before acting on any LawyerQuote Information, consider its appropriateness to your personal circumstances and seek professional advice to determine if it applies to you. As such, it is not, and should not be used as a substitute for consultation with professional legal, accounting, tax or other competent advisers.

- 6.2 LawyerQuote is not responsible for any errors or omissions, or for the results obtained from the use of information contained in or linked to the Website (including LawyerQuote Information or that provided by other Users). In no event will LawyerQuote or its Related Entities, officers, directors, agents, employees, consultants or contractors be liable to you or anyone else for any decision made or action taken or omission in reliance on the information in this or linked to the Website (including the LawyerQuote Information) or for any consequential, special or similar damages or other Loss, even if advised of the possibility of such damages. Certain links in the Website connect to other websites maintained by third parties over whom LawyerQuote has no control. LawyerQuote makes no representations as to the accuracy or any other aspect of information contained in other websites.
- 6.3 All LawyerQuote Information in this site is provided to the extent permitted by law, with no guarantee of completeness, accuracy, timeliness or of the results obtained from the use of this LawyerQuote Information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance, merchantability and fitness for a particular purpose. Given the changing nature of laws, rules and regulations, and the inherent hazards of electronic communication, there may be delays, omissions or inaccuracies in LawyerQuote Information.
- 6.4 We are not, and you confirm and acknowledge that LawyerQuote is not, a law firm and is not a party to any transaction arising or entered into between Clients and Legal Service Providers. As a result, despite the fact that our user agreement with Legal Service Providers requires a Legal Services Provider to provide Legal Services to a Client who engages the Legal Services Provider in accordance with their Quote, we have no control over, and do not ensure, guarantee or provide any warranty or indemnity in respect of the quality, legality, accuracy, completeness or otherwise of:
- (a) the Information posted by Clients or Legal Service Providers;
 - (b) any Information provided by Clients or Legal Service Providers to the other;
 - (c) the ability of Clients or Legal Service Providers to undertake their respective responsibilities, obligations and liabilities in the event of engagement of a Legal Service Provider;
 - (d) the Legal Services provided by a Legal Service Provider to a Client (including as to whether the services are provided in accordance with a Quote); or
 - (e) the terms of any engagement letter provided by a Legal Service Provider to a Client or the act of not providing such an engagement letter; and
 - (f) we make no warranty that the final fee charged by the Legal Service Provider will be the same as the Quote in particular if there is a change in the scope of works or inaccuracy in your instructions or information provided.
- 6.5 Because of the foregoing in clause 6.4, in the event that you have a dispute with one or more Users of the Website, you release and hold harmless LawyerQuote (and its

Related Entities, officers, directors, agents, employees and contractors) from actions, claims, demands and Losses of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. Nevertheless, LawyerQuote provides an optional complimentary non-binding dispute resolution process outlined in clause 9.6 that may be utilised by the parties in the event a dispute occurs.

- 6.6 We do not control the Quotes provided by Legal Service Providers to Clients or the terms and conditions upon which Legal Service Providers are engaged by Clients.
- 6.7 LawyerQuote does not take any steps to confirm the identity of Clients. However, LawyerQuote takes steps to confirm that Legal Service Providers are at the time of confirmation as a Legal Service Provider are legally entitled to practice law in a state or territory of Australia. Because User authentication on the internet is difficult particularly in cases of fraudulent or misleading conduct, LawyerQuote cannot and does not confirm nor warrant or guarantee as to each User's purported identity or location. We encourage you to use LawyerQuote as a platform to conduct your own enquiries to vet other Users to your satisfaction.
- 6.8 We may send you communications and notices regarding your transactions and any other communications you have consented to receive including without limitation by electronic means.
- 6.9 You agree and acknowledges that no client-lawyer relationship is created between a Client and Legal Service Provider as a result of the Client's use of the Website or under these Terms and Conditions. The engagement between the Client and Legal Service Provider is entered into outside of the Website and LawyerQuote by the Client and Legal Service Provider directly.
- 6.10 LawyerQuote is not a law firm and you confirm and acknowledge that no client-lawyer relationship is created between you and LawyerQuote and LawyerQuote is not a party to any transaction arising or entered into between Clients and Legal Service Providers. You acknowledge that Legal Service Providers are not employees, agents, contractors or joint venturers of LawyerQuote.
- 6.11 When you obtain Legal Services from a Legal Service Provider selected through the Website you are obtaining Legal Services direct from that Legal Service Provider on the terms and conditions that you agree with that Legal Service Provider.
- 6.12 However please note that all Legal Service Providers have agreed to our user agreement which provides some service standards.
- 6.13 We are in no way responsible for the terms and conditions upon which the Legal Service Provider is engaged by you. Should you not understand the terms and conditions of the Legal Service Provider's engagement by you, or if you have any further questions you should discuss this with the Legal Service Provider.

7. OUR SERVICES

- 7.1 Our online service on the world wide web is designed to allow you to complete a Questionnaire for the purpose of obtaining instant fixed-fee Quotes and selecting a Legal Services Provider. We offer an introduction service to Clients and Legal Service Providers. Where following completion of the Questionnaire we are unable to provide you with instant fixed-fee Quotes, we will endeavor to obtain and provide you with fixed-fee Quotes based on the information provided to us by you, but we do not guarantee that you will receive fixed-fee Quotes from Legal Service Providers enabling you to select a Legal Service Provider.
- 7.2 The Website is intended for the use of any person (within or outside Australia) who intends to engage Australian-based Legal Service Providers. You confirm and

acknowledge that any Quote selected by you may not be sufficient to address your matter. In the event a Quote selected by you is not sufficient to address your matter, the Legal Services Provider will provide you with an estimate as to the expected costs of your matter.

8. INTELLECTUAL PROPERTY AND DATA

8.1 LawyerQuote Information and Intellectual Property is protected by copyright and other proprietary rights and remains the property of LawyerQuote.

8.2 You acknowledge and agree that:

- (a) you will not copy, reproduce, alter, modify, create derivative works, or publicly display (other than on the Website) any LawyerQuote Information unless in a manner condoned by LawyerQuote or with the prior written permission of LawyerQuote or the appropriate third party authorised to grant such permission and when doing so you must acknowledge us and, in the case of websites, include a link from your website to our Website;
- (b) LawyerQuote owns the Intellectual Property and no right, title or interest in any of the Intellectual Property is transferred or granted to the you;
- (c) you will not copy, reproduce, alter, modify, create derivative works, or publicly display (other than on the Website) any of LawyerQuote's Information or Intellectual Property unless with the prior written consent of LawyerQuote or the appropriate third party authorised to grant such permission and when doing so you must acknowledge LawyerQuote and, in the case of websites, include a link from the website to the Website;
- (d) if you add any Information to the Website of any nature whatsoever (including Information for the purposes of providing Quotes to Clients) that Information is personally attributable to you then you warrant that you have the right to distribute that Information;
- (e) when you provide Information, we may receive additional related data, such as the time, date and place you provided the Information;
- (f) we receive data from or about the computer, mobile phone, or other devices you use to access the Website. This may include network and communication information, such as your IP address or mobile phone number, and other information about things like your internet service, operating system, location, the type (including identifiers) of the device or browser you use, or the pages you visit.
- (g) we store data for as long as we consider necessary;
- (h) you grant LawyerQuote a perpetual, irrevocable, worldwide, royalty free, transferable, sub-licensable and unlimited licence to use, modify, aggregate, sell and distribute any Information (including Information relating to you) in any media (now known or not known) or other entity as LawyerQuote sees fit; and
- (i) LawyerQuote is not liable or responsible for any Loss that you may experience in submitting Information to LawyerQuote or for LawyerQuote's use of your Information in accordance with the licence granted.

8.3 LawyerQuote may at its sole and absolute discretion refuse or remove any Information from the Website.

9. FEEDBACK, COMPLAINTS AND DISPUTE RESOLUTION

- 9.1 Subject to our Policies, we may obtain, populate and display Feedback (as such term is referred to in our Policies) on a Legal Service Provider's profile, including star ratings or any other means of feedback as provided for in a Policy.
- 9.2 All ratings are compiled on the basis of rating Client provided responses and may not be a representative sample. You consent to the population, publication and display of Feedback as it relates to you in accordance with this clause 9.
- 9.3 You must not take any actions that may undermine the integrity or credibility of our Feedback system.
- 9.4 Feedback is designed only for the Website and for LawyerQuote use and not for any other purpose, and you agree that you shall not market, sell, distribute, disclose to any third party or export Feedback you receive or give on Feedback in any venue or media other than through the process prescribed by the Website from time to time (unless with the prior written approval of LawyerQuote). We always appreciate your Feedback and your Feedback or other suggestions about us, the Website and/or our Services, but you understand that we may use them without any obligation to compensate you for them (just as you have no obligation to offer them).
- 9.5 In the event a complaint is made by a Client against a Legal Service Provider and notified to LawyerQuote by email to support@lawyerquote.com.au or through Feedback, the Client consents and provides us and the Legal Service Provider with the authority to discuss such complaint, notwithstanding that the complaint may concern matters confidential to the Client.
- 9.6 In the event a dispute arises between a Client and a Legal Service Provider engaged by the Client, the Client may notify LawyerQuote of the dispute by email to support@lawyerquote.com.au. LawyerQuote will then review the details of the dispute and contact either party for further comment. LawyerQuote may set up a forum whereby the dispute may be discussed by the parties involved with view to resolving the dispute. In addition to or in substitution of providing such a forum, LawyerQuote may provide suggestions to either of the parties as to how the dispute could be resolved and propose solutions.
- 9.7 In the event a dispute is not resolved following the procedure in clause 9.6 the dispute may be referred to the Law Society of the State or Territory within which the Legal Service Provider carries on business, or where the Legal Services were provided.

10. BREACH

- 10.1 Without limiting other remedies available to LawyerQuote at law, in equity or under these Terms and Conditions or any other Policy or otherwise, we may, in our sole discretion, immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your use of the Website and/or refuse to provide our Services to you (including preventing you from accessing the Website or from posting a brief or submitting a Quote) if:
- (a) you breach these Terms and Conditions or any Policy or the terms and policies those documents incorporate by reference; or
 - (b) we are unable to verify or authenticate your Information (other than Client Information); or
 - (c) we believe that your actions may cause legal liability for you, Users of the Website or us; or

- (d) in our sole opinion, your conduct, acts or omissions threaten, interfere or impact upon the integrity or credibility of the Website (or the operation thereof) or LawyerQuote; or
- (e) we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise in our sole discretion) have engaged in fraudulent or deceptive activity in connection with our Website.

11. NO WARRANTY AND DISCLAIMERS

- 11.1 We and our suppliers provide the Website and our Services on an “as is” basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by law. To the extent permitted by law, we and our suppliers specifically disclaim any implied warranties including in relation to title, merchantability, fitness for a particular purpose and non-infringement. Furthermore we do not guarantee continuous, uninterrupted or secure access to our Services or your Information, and operation of our Website may be interfered with by numerous factors outside our control.
- 11.2 You warrant that you have not relied upon any representations, warranties or conditions offered or made by or on behalf of LawyerQuote except to the extent expressly set out in these Terms and Conditions.
- 11.3 To the extent that LawyerQuote and its related entities, related bodies corporate and suppliers are able to limit the remedies available under these Terms and Conditions, and subject to clause 12, LawyerQuote and its related entities, related bodies corporate and suppliers expressly limit their liability for breach of a non-excludable condition or warranty implied by virtue of any legislation or law to the amount of \$10.00.
- 11.4 No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect your Information, we do not warrant and cannot guarantee the security of your Information which you transmit through the Website. Accordingly, your Information which you transmit through the Website is transmitted at your own risk. Nevertheless, once transmitted we will take reasonable steps to preserve the security of such Information. We cannot guarantee the confidentiality or security of your Information or Feedback which is provided to other Users of the Website through the Website. We cannot guarantee that your Information remains solely in the hands of those recipients of that information or that those recipients comply with their confidentiality obligations as required under our Policies, and we will not be responsible or liable for any Loss incurred in this regard. You must inform LawyerQuote immediately of any breaches of security or unauthorised use of your Information.
- 11.5 The Website may contain a number of links to other internet sites which are operated by third parties. You acknowledge and agree that we are not responsible either directly or indirectly for any Loss caused by use of or reliance on linked sites.

12. LIABILITY

- 12.1 In no event shall LawyerQuote or its Related Entities, officers, directors, employees agents, contractors or suppliers be liable for any Loss arising out of or in connection with:
 - (a) our Website, use of the Website or the inability to use the Website by any party;
 - (b) any failure or performance, error, omission, interruption, defect, delay in operation or transmission;

- (c) line or system failure or the introduction of a computer virus or any other item specified in clause 4.4(h) or other technical sabotage; or
 - (d) our Services, even if we or our employees or representatives are advised of the possibility or likelihood of such Loss.
- 12.2 You agree to accept sole responsibility for the legality of your actions under the laws which apply to you. You agree that LawyerQuote and its Related Entities, officers, directors, employees, agents, contractors and suppliers have no responsibility for the actions of Users (including the legality of such actions).
- 12.3 Without prejudice to clause 12.1 and notwithstanding any other provision of these Terms and Conditions and except to the extent permitted by law:
- (a) our total liability arising out of or in connection with these Terms and Conditions, and the liability of our suppliers, to you or any third parties in any circumstance is limited per event to the amount of \$10.00; and
 - (b) LawyerQuote shall not be liable for loss of contract, loss of profit or revenue, contractual claims of third parties, economic loss, loss of production, business interruption, loss of data, production stoppage, or consequential or indirect loss or damage.
- 12.4 The limitation and exclusion of liability in this clause 12 applies whether the liability claim is based on breach of contract, under a warranty or an indemnity, tort (including negligence), under statute, in equity or otherwise.
- 12.5 Notwithstanding any other term in these Terms and Conditions, nothing in these Terms and Conditions is intended to limit or exclude any liability on the part of LawyerQuote or its Related Entities, officers, directors, employees, agents, contractors or suppliers where and to the extent that applicable law prohibits such exclusion or limitation.

13. INDEMNITY

- 13.1 You agree to indemnify and hold us and our Related Entities, officers, directors, agents, employees, contractors and suppliers harmless from and against any actions, claims, demands, proceedings, Loss of every kind and nature, known and unknown, including reasonable solicitors' fees and claims made by third parties, due to or arising out of your breach of these Terms and Conditions or any Policy or the terms and policies they incorporate by reference, or your violation of any law or the rights of a third party.

14. LEGAL COMPLIANCE

- 14.1 You shall comply with all applicable domestic (including common law) and international laws, statutes, ordinances and regulations regarding your use of our Services including the Competition and Consumer Act 2010 (Cth) and other relevant state-based fair trading legislation.

15. PRIVILEGE AND DISCLOSURE

- 15.1 Notwithstanding any other provision of these Terms and Conditions, LawyerQuote and each Client acknowledges and agrees that:
- (a) LawyerQuote acts only as a passive conduit for the provision of Quotes to Clients by Legal Service Providers; and
 - (b) LawyerQuote is not the intended recipient of such Client Information.

- 15.2 Without prejudice to clauses 15.1 or 15.3, if LawyerQuote is deemed by law to be a recipient of Client Information or if it receives Client Information in error, LawyerQuote agrees to keep such Client Information, regardless of whether that Client Information is identified as confidential or legally privileged, confidential unless required to be disclosed by operation of law.
- 15.3 You acknowledge that whilst LawyerQuote has put in place steps to mitigate the risk of any waiver of privilege, there may be certain circumstances as applicable to you under which waiver of privilege is deemed by law to have occurred in relation to your Client Information. To the extent permitted by law, LawyerQuote disclaims any responsibility or liability for any waiver of legal privilege of your Client Information directly or indirectly resulting from or attributable to your use of the Website (including where your Client Information contains an admission of guilt or liability).
- 15.4 You acknowledge that LawyerQuote has made you aware that in certain circumstances (such as in the case of an admission of guilt or liability) you may be unable to claim legal privilege in respect of your Client Information as a result of your use of the Website.
- 15.5 You agree and authorise for the Legal Service Provider to disclose to us:
- (a) if any conflict of interest arises for the Legal Service Provider; and
 - (b) if the Legal Service Provider believes the Client's instructions are inaccurate and the scope of the Legal Services and fee Quote are incorrect. In such case the revised scope of the Legal Services and updated fee Quote are to be disclosed to us.

16. MISCELLANEOUS

- 16.1 Accessing information from the Website is done so at your own risk and you will be responsible for compliance with the laws within your jurisdiction.
- 16.2 These Terms and Conditions are governed by the laws of Queensland and the Commonwealth of Australia which are in force in Queensland and the parties submit to the jurisdiction of the Court of Queensland, relevant Federal Courts and Courts competent to hear appeals from them.
- 16.3 These Terms and Conditions shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.
- 16.4 If a clause of these Terms and Conditions are void or unenforceable it must be severed from these Terms and Conditions and the clauses that are not void or unenforceable are unaffected by the severance.
- 16.5 You agree that these Terms and Conditions and all incorporated agreements may be assigned by LawyerQuote, in our sole discretion, to Related Entities or third parties. You may not assign these Terms and Conditions without LawyerQuote's express prior written consent.
- 16.6 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 16.7 LawyerQuote's failure to act with respect to a breach by you or others does not constitute a waiver of that breach or waive our right to act with respect to that breach or subsequent or similar breaches.
- 16.8 You agree that these Terms and Conditions may not be construed adversely against us solely because we prepared them.

- 16.9 These Terms and Conditions and the Policies comprise the entire understanding and agreement between you and us with respect to the subject matter hereof.
- 16.10 Nothing in these Terms and Conditions or your use of the Website establishes or creates a joint venture, partnership, consortium, franchise, employment or agency relationship between the parties including in particular between LawyerQuote and Clients and LawyerQuote and Legal Service Providers.
- 16.11 Clauses 4 (Your Obligations), 5 (Fees and Services), 6 (Website Information), 8 (Intellectual Property and Data), 9 (Feedback, Complaint and Dispute Resolution), 10 (Breach), 11 (No Warranty and Disclaimers), 12 (Liability), 13 (Indemnity) and 16 (Miscellaneous) shall survive any termination or expiration of these Terms and Conditions.
- 16.12 Should a dispute arise in connection with these Terms and Conditions or with your use of the Website which cannot be resolved by good faith negotiations between us and you, LawyerQuote may at its sole discretion refer the dispute to mediation or to arbitration. At all times we reserve the right to instigate legal proceedings prior to negotiation, arbitration or mediation against any person including any individual or entity (incorporated or otherwise), who in our opinion has acted in breach of these Terms and Conditions.
- 16.13 The *contra proferentem* rule and other rules of construction will not apply to disadvantage a party whether that party put the clause forward, was responsible for drafting all or part of it or would otherwise benefit from it.