

Terms & Conditions

TERMS OF USE

Effective Date 5 June 2020

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR SITE OR PURCHASING ANY ONLINE SERVICES INCLUDING A SUBSCRIPTION SERVICE

INTRODUCTION

Welcome to the Family Law Assist subscription service at familylawassist.net.au (“Site”).

This Site is owned and operated by Jacqui Griffin (ACN 162 433 294) trading as Jacqui Griffin Mobile Solicitor (referred to in these terms as “Jacqui Griffin Mobile Solicitor”, “we”, “us”, and “our”). Jacqui Griffin Mobile Solicitor operates as a sole trader. Please take the time to read the terms of use that are applicable to the use of this Site and the content made available to you (“Terms”). These Terms together with our Privacy Policy apply to all Site visitors, subscribers, clients, customers, and all other users of the Site (“user”, “you” and “your”).

CONSENT TO SITE TERMS OF USE

By accessing and using this Site, our social media channels and any other materials made available to you including but not limited to our blog, eBooks, Subscription Packages, webinars, podcasts, checklists, free consultations, videos, downloading our template documents and packages (“Online Services”) provided on this Site, whether made available for purchase or not, you are taken to accept our Terms.

By using the Site, accessing or purchasing any Online Services, you warrant that:

- (a) you are over 18 years of age and have the legal capacity to enter into a legally binding contract;
- (b) have read and accepted these Terms; and
- (c) will comply with these Terms.

By remaining on this Site and your continued use of this Site is deemed acceptance of any modifications or amendment of these Terms. You may also may accept these Terms where you click “Agree” or “Accept” where such an option is made available to you during your use of the Site. If you’re uncertain about the Terms or anything else on our Site, please don’t hesitate to contact us before completing any purchase or download. Also, please keep a copy of these Terms handy for your records.

INFORMATION ON THIS SITE IS GENERAL INFORMATION ONLY NOT LEGAL ADVICE

All content, including the Family Law Assist subscription service being an online service made available to you on familylawassist.net.au contains general information about our Online Services, as well as general information about different areas of the law and does not take into account your specific needs, objectives or circumstances. The information contained on the Site is not a substitute for obtaining advice specific to your circumstances from a qualified lawyer. Your use of this Site, booking a free consultation or the purchase of any of our awesome Online Services, does not create a lawyer and client relationship even in circumstances where any content on this Site has been authored or created by a lawyer. You further understand and agree that any information, feedback, comment or review that you provide by reason of your use of this Site, using a free consultation or purchasing the Online Services is not privileged or confidential. The Online Services provided are not for household, domestic purposes but for business use.

ARE YOU MY LAWYER IF I USE THIS SITE, USE MY FREE CONSULTATION OR BUY SOMETHING ONLINE?

No. Although this Site is owned by a law firm, we're not acting as your lawyer and no lawyer-client relationship is created if you:

1. use the Site;
2. book a free consultation

Any information, articles, guides or any other information made available to you on this Site, through our newsletter or via our social media channels is general information only and does not take into account your specific needs or circumstances and should not be relied upon as such.

Where you book and attend (whether in person or via electronic communication e.g. Zoom, Skype or mobile) a free consultation you acknowledge and agree (as a binding contractual agreement between you and us) that all the information you receive during the free consultation is only general information and provided to you in a summarised form on legal and other topics and does not constitute legal (or other) advice and should not be relied upon as such.

SO WHEN DO YOU BECOME MY LAWYER?

Subject to a conflict of interest check, Jacqui Griffin Mobile Solicitor will only become your legal advisor when the following occurs:

- you contact us directly for legal advice that is specific to your needs or circumstances or when you purchase one of our Online Services including the subscription service that **includes the provision of legal advice specific to your needs or circumstances; and**
- **after you have (i) accepted a specific proposal for those Online Services including the Family Law Assist subscription service, (ii) you have entered into a lawyer-client agreement with Jacqui Griffin Mobile Solicitor; and (iii) are provided advice within the scope of the services set out in the proposal.**

Any legal advice provided under the accepted proposal and reflected in the signed lawyer-client agreement, will be in accordance with the Legal Profession Act 2004 (NSW) and associated rules and regulations and not these Terms. Jacqui Griffin Mobile Solicitor will provide you with specific documentation in relation to the proposal and lawyer-client agreement by separate communication.

IF YOU BECOME MY LAWYER WHAT ABOUT THESE TERMS?

If a client engages Jacqui Griffin Mobile Solicitor for the Family Law Assist subscription service Online Service and enters into a lawyer-client agreement, then these Terms will apply to any such client to the extent that they use the Site to access the Online Services, and will operate in conjunction with any lawyer-client agreement. In the event of a conflict or inconsistency between these Terms and a term in any lawyer-client agreement, the terms of the lawyer-client agreement will prevail.

INTELLECTUAL PROPERTY

Ownership of Intellectual Property

The Site and Online Services contain intellectual property owned by Jacqui Griffin and by third-parties that license the content to us (“Third-Party Licensed Intellectual Property”), including, without limitation, trademarks, copyrights, proprietary information, designs, patents and other intellectual property rights, as well as the business name, logo, all designs, text, videos, audio files, graphics, other files, and software (“Content”). Your use of the Site, the Online Services and access to any Content does not grant or transfer any rights, title or interest to you in relation to this Site, the Online Services or the Content.

No Commercial Use

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever the Site, Content or the Online Services, Jacqui Griffin’s Intellectual Property and Third-Party Licensed Intellectual Property in whole or in part without our prior written consent. We reserve the right to immediately remove your access to our Site and Online Services, without refund, if you are found to be violating these Terms.

Templates

By ordering or downloading our templates documents (including our Guides) whether directly or via our Subscription Services, you are granted a non-exclusive, non-transferable, limited license to access and use the template document for your own personal business use. You may not assign or transfer the template documents or your Subscription Package or its benefits to any other person without Jacqui Griffin’s express written consent. We reserve the right, in our sole discretion, to accept or refuse to provide the products and/or services to you at any time for any reason.

LINKS TO OTHER WEBSITES

Our Site and social media channels may have links to other sites operated by third parties. Unless we expressly tell you otherwise, we do not in any way, endorse, control or

approve of and nor are we responsible for the content on those websites. It's up to you to decide if those websites and their content work for you, and we recommend that you investigate and do your homework to find that out.

PRIVACY

These Terms also include our Privacy Policy which can be accessed [here](#).

SUBSCRIPTION SERVICES

Subscription Packages

On our Site we offer a subscription package for Family Law Assist, an online service for self represented litigants in Family Law on a month to month basis. There is an initial 2 hour consultation followed by a one hour one each month.

Precedent Documents

You are solely responsible for the completion and use of the precedent documents unless specified otherwise. We do not provide any warranties or guarantees regarding the precedent documents. If you have any questions or concerns regarding the precedents documents, you can utilise the hourly monthly consultation calls you are entitled to under your Subscription Package.

Monthly Subscription Fee and Online Payment Security

The monthly subscription fees payable for each Subscription Package is based on the price we publish on our Site from time to time and will be specified on the invoice at the time of purchase. We reserve the right to change the price and the products and services offered with the Subscription Packages at any time. The price, products and services included in your Subscription Package will be honoured for the subscription period from the date of purchase or upgrade. All payments must be paid in full upon receipt of an invoice.

Your monthly subscription fee for the applicable Subscription Package can be paid by credit card through our secure online payment gateway. You must ensure that your payment details are accurate and kept up to date. You must inform us immediately should your payment details change. If payment is declined, your access to Family Law Assist service l will be suspended until payment has been updated.

Online Payment Security

Your monthly subscription fee can be paid by credit card through our secure online payment gateway. Credit Card details will be retained by the payment gateway used by Jacqui Griffin to process your subscription payment. Subscription renewal will occur automatically unless you inform us you do not wish to continue. You authorise Jacqui Griffin trading as Jacqui Griffin Mobile Solicitor to debit your account on the monthly cost of your chosen Subscription Package.

Cancellation and Refunds

You may cancel your Subscription Package after a minimum of 3 months use, on 1 months written notice. You'll appreciate that our subscriptions are designed so that you receive great value for money with costs spread out over a 12 month period. You begin to receive the full benefits of our precedent documents and services as soon as you create an account. We do not provide refunds or credits simply because your situation has changed or you have changed your mind.

*Work that is **NOT** included*

Other than the products and services specified on this Site that are applicable to each Subscription Package, no other services are included as part of the Subscription Packages.

If you wish Jacqui Griffin Mobile Solicitor to provide additional services such as drafting Applications and Responses (that can't be undertaken in the monthly one hour time allocated) or appear in Court, we will provide you with an estimate of our professional costs for that work in accordance with the Legal Profession Act 2004 (NSW)

Any estimate or quote provided for the additional services is outside the scope of your Subscription Package, you will therefore be required to purchase the same from this Site via a link provided to you and if applicable, enter into a lawyer-client agreement.

Termination of Subscription Package

You must at all times comply with these Terms when using the Subscription Package and accessing your account. We reserve the right, in our sole discretion, to suspend or terminate your subscription or access to all or any part of your account, including if we believe you have abused the services in any way or have breached these Terms or the terms of the lawyer-client agreement. Where the Subscription Package is terminated due to a breach of these Terms, the balance of the instalments due for the remainder of the term of the subscription will become immediately due and payable.

CREATING AN ACCOUNT

To place orders and access some features of the Site or the Online Services (including the Subscription Packages), you may have to register an account. This means you'll have to give us accurate information including your name, your business name, address, a valid email address and telephone number and you must be at least 18 years old. You will also be required to create a username and password. You warrant that any information you provide during the account set up process is accurate and correct at the time you provide the information and that you'll update information should there be any changes to the information provided. We reserve the right, at any time, to request a form of identification to verify your identity. Please don't give us fake names and emails. You'll be solely responsible for the activity that occurs on your account (including orders placed on your account) so please keep your account password secure.

We reserve the right to suspend or cancel your account at any time, in our sole discretion, if you breach any provision of the Terms or applicable law or where your conduct impacts Jacqui Griffin Mobile Solicitor's reputation.

PRICES AND PAYMENT

All prices are in Australian Dollars (AUD) and are inclusive of any Australian Goods and Services Tax (GST) (as applicable). The prices indicated on the Site may change at anytime without advance notice to you. If you've purchased our Subscription Online Services it will be charged at the price in force at the time a customer's order is validated.

We offer visitors who want to purchase from our Site the option to pay for the Online Services by credit card or such other method of payment as notified by Jacqui Griffin Mobile Solicitor from time to time. You acknowledge and agree to make timely and full payments to Jacqui Griffin Mobile Solicitor for the subscription Online Services purchased. Where you use a credit card, you warrant that you have the necessary rights and authority to use that credit card. You authorise Jacqui Griffin Mobile Solicitor to automatically charge the credit card on file for any and all payment balances owed and agree to keep all billing information current at all times. Where you fail to make payment or payment is declined for any reason, Jacqui Griffin Mobile Solicitor may revoke your access to the Online Services, without refund. So don't be that person. When making payments to us, you warrant that you have read the terms and conditions of any third party payment gateway provider or credit provider (e.g. Paypal, Stripe etc) which are available on their respective websites.

WHEN YOU USE OR BUY OUR ONLINE SERVICES WE WILL GIVE YOU A LIMITED LICENSE

Ok. You're 2/3s of the way there. You've got this.

Where any Online Services are downloaded by you or to which you are granted access, Jacqui Griffin Mobile Solicitor grants you a limited, personal, non-exclusive, non-transferable license to use the Online Services for your own personal and internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, sell, create derivative works of, enhance or in any way exploit any of the Online Services in any manner, except for modifications in completing the Online Services for your authorised use.

You shall not remove any copyright notice from any of the Online Services in Family Law Assist. Doing so may infringe on our intellectual property rights, as outlined below.

PLEASE DO THE RIGHT THING

We've created this Site to be a helpful resource and guide to provide users with access to our Online Services for the Family Law Assist Subscription Service. By using our Site we expect you to meet certain standards of behaviour, and to encourage that, we've set out some rules below. You **must**:

- not breach another person's privacy and use their details without their consent to do anything on this Site or in connection with our Online Services;
- Not use this Site in any way that is or may be damaging to this Site
- Not use this Site to send unsolicited emails
- Not interfere with anyone using this Site
- Not use this Site to defame, harass, threaten or offend any person; or
- Not help anyone else do any of the above.

USER FEEDBACK, COMMENTS AND OTHER SUBMISSIONS

We always appreciate interaction on our social media channels and feedback about our Online Services, as it helps us to improve our Site and our Online Services. Through the use of this Site, you may be invited to submit a review, you can also comment on our blog or other parts of our Site or interact with us via our social media channels. We love to hear from you! Where you do decide to submit such feedback or comments, you give us permission to post or otherwise use that feedback on our social media or other channels. If you don't want us to do that, you can email us and tell us at any time.

We reserve the right to remove a review or comment if such review or comment (a) contains libelous or otherwise unlawful, abusive or obscene material; (b) attacks our employees or another contributor; (c) contains material that discloses your personal information; or (d) is unrelated to the post or content to which you have reviewed or commented on. Again. Just be a good person.

Our Site features user reviews of the Online Services and blogs by guest bloggers, these reviews and content of the guest blogs in no way represent the views or opinions of Jacqui Griffin Mobile Solicitor or its owners, shareholders, employees or others, but are the sole product of its creator. Jacqui Griffin Mobile Solicitor disclaims all liability with respect to any content submitted by the user or guest blogger.

DISCOUNTS

From time to time, we may offer discounts including exclusive member only discounts, any such discounts cannot be used in conjunction with another offer or discount. Basically what that means is its only 1 discount per purchase. Discount codes are not transferable and cannot be redeemed for cash under any circumstances.

COMPETITORS ARE EXCLUDED

You are not allowed under any circumstances to use or access any documents or content on our Site in any way that competes with our business. Jacqui Griffin Mobile Solicitor reserves its right to exclude and not permit any person using this Site or accessing its document in its sole discretion.

WARRANTIES AND DISCLAIMERS

This Site is provided on an “as is” and “as available” basis and to the fullest extent permitted by law we make no representations or warranties about our Site and/or the Online Services including that:

1. they are suitable, reliable, complete, secure, accurate or fit for any particular purpose;
2. access will be free of any harmful components (including viruses) or other code that is harmful or may assist in causing harm; or
3. there is no possibility of failure to store communications or other data.

LIMITATION OF LIABILITY

To the fullest extent permitted by applicable laws, in no event are we responsible for any losses and expenses however arising, including without limitation, any direct, indirect and/or present, unascertained, future or contingent, loss of use, loss of data, loss caused by a virus, loss of income or profit or projected profit, loss or damage to property, claims of third parties, or other losses of any kind or character arising from or in connection with your use of our Site and/or our Online Services, your inability to access our Site, interruption or outage of our Site or the fact that content on our Site or in our Online Services is inaccurate, incomplete or out of date. Our liability for any breach of a condition or warranty under these Terms shall be limited to the extent provided for by Australian Consumer Law (s64A of the Competition and Consumer Act 2010).

OUR RIGHT TO BE INDEMNIFIED BY YOU

To the fullest extent permitted by applicable laws, you agree to indemnify, and hold us and our related entities, affiliates, and our and their respective officers, agents and employees harmless from any loss, liability, claim, or demand, (including reasonable legal fees on a full indemnity basis), made by any third party due to or arising out of your use of this Site in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set out in these Terms or your breach of any law or the rights of a third party.

SEVERABILITY

If any term or provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms will remain in full force and effect.

CEASING OUR WEBSITE

We have the right to discontinue this Site. If we decide to do this, it can be at any time and may be without notice to you. We may also exclude any person from using our Site, at any time and at our sole discretion. We will not be responsible for any liability you may suffer arising from or in connection with any such discontinuance or exclusion.

ASSIGNMENT

We are permitted to assign, transfer and subcontract our rights and/or obligations under these

Terms without any notification or consent required. However, you are not permitted to assign, transfer or subcontract your rights and/or obligations under these Terms.

BREACH AND TERMINATION

The agreement constituted between us by your use of the Site may be terminated (a) where you breach any provision of these Terms; or (b) at any time by us without notice, in which case all disclaimers and limitations of liability will survive termination, and you will no longer be authorised to access the Site.

ENTIRE AGREEMENT

These Terms (together with our Privacy Policy and disclaimers) contained on this Site, constitute the entire understanding and agreement between us and you, in relation to your use of this Site and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, respect to this Site and your use of this Site.

GOVERNING LAW AND JURISDICTION

Our Site, like any other website, is accessible to anyone, which means, it may be accessed throughout Australia and overseas. We make no representation that our Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

All Terms shall be construed in accordance with and governed in all respects by the laws of the State of New South Wales, Australia. In relation to any dispute, we ask that you contact us in the first instance so that both parties can, acting in good faith, resolve the dispute to our mutual satisfaction as quickly, cost effectively and efficiently as possible. Where a dispute cannot be resolved, you agree to submit to the non-exclusive jurisdiction of the courts of the State of New South Wales, Australia.

CHANGES TO THESE TERMS

Jacqui Griffin Mobile Solicitor reserves the right to change or modify these Terms at any time consistent with applicable laws and principles, without notice to you. These changes will be effective as of the date we post the revised version on this Site. It is your responsibility to review these Terms prior to use and periodically throughout your use of Jacqui Griffin Mobile Solicitor Online Services. If at any time you choose not to accept these Terms, you should not use this Site.

HOW TO CONTACT US

If you have any questions regarding the above Terms, just connect with us via our [contact page here](#), via our chat bot at <https://www.mobilesolicitor.com.au/> or via email to jacquiriffin@mobilesolicitor.com.au