



WEBSITE TERMS AND CONDITIONS OF USE

Version 1 – October 2015

1. Application of these terms

- 1.1. These terms and conditions govern your use of all parts of our websites, including vicbar.com.au and barristerconnect.com.au (together, the Sites), which are made available to you by The Victorian Bar Inc. (we/us/our).
- 1.2. Your use of the Sites indicates your agreement with these terms and conditions. If you do not agree to these terms, do not use the sites.
- 1.3. We reserve the right to make changes to this agreement from time to time at our sole discretion. By continuing to use the Sites, you agree to be bound by the changes. We are not obliged to notify you of any changes but we will endeavour to alert you to any significant changes. Nevertheless, you should check our published agreement and policies from time to time to acquaint yourself with the current version.

2. Your use of the Sites

- 2.1 The information on the Sites should be used as a guide only and should not be relied upon. All of the information (including pricing and product information) on the Sites may change from time to time. Please contact us if you require any specific information about a product or a service that we offer.
- 2.2 When using the Sites and the information and material contained at the Sites and any linked web site, you and all other users are solely responsible for deciding whether the information is appropriate to your particular situation. You acknowledge that the information at the Sites does not take into account the particular circumstances of you or any third party.
- 2.3 You must only use information from the Sites for your own personal or internal corporate use. In particular, but without limitation, you may not use, copy, reproduce, disseminate or communicate information from the Sites for commercial purposes.
- 2.4 The Internet is not a secure environment. If you send us information, including your email address, it is sent at your own risk.
- 2.5 You are responsible for the information you provide to us through or in relation to the Sites. In particular, information provided to us must not be fraudulent or misleading, must not infringe any third party's rights, and must not violate any applicable law, statute, regulation or industry code of conduct.
- 2.6 Content available on the Sites is provided by us for general information purposes only and is not intended to constitute or substitute for legal or other professional advice, and should not be relied upon as such.

3. Our liability to you

- 3.1 To the maximum extent permitted by law, while we provide the information contained at the Sites in good faith, we do not warrant that the information on the Sites is correct, and we accept no

responsibility for the accuracy, completeness or timeliness of the information and will not be responsible for any loss that results from you relying on the Sites.

3.2 To the maximum extent permitted by law:

- a) we are not responsible for any errors or omissions in the information or material on the Sites or for results obtained from use of this information or material;
- b) information at the Sites is provided "as is". We do not guarantee continuous, uninterrupted or secure access to the Sites. In using the Sites, you acknowledge that the Internet is inherently unreliable and we are not responsible for any inaccuracies, interferences or interruptions in providing the Sites to you;
- c) to the extent permitted by law we exclude all implied conditions and warranties, including as to completeness, accuracy and timeliness of the information at the Sites;
- d) we will provide services with due care and skill but we do not warrant that our services will be provided without fault or disruption. To the extent allowed by law, we exclude all liability to you or anyone else for loss or damage of any kind (however caused or arising and whether directly or indirectly) relating in any way to the Sites including, but not limited to, loss or damage you might suffer as a result of:
 - i) errors, mistakes or inaccuracies on the Sites;
 - ii) you acting, or failing to act, on any information contained on or referred to on the Sites and/or any linked website;
 - iii) personal injury or property damage of any nature resulting from your access to, and use of, the Sites;
 - iv) any unauthorised access to or use of our secure servers and/or personal information and/or financial information stored on those servers;
 - v) any interruption or cessation of transmission to or from the Sites;
 - vi) any bugs, viruses, Trojan horses or other harmful code or communications which may be transmitted to or through the Sites by any third party; and/or
 - vii) the merchantability or fitness for any purpose of any product or service of any linked sites.

3.3 You indemnify and hold us and our shareholders, directors, officers, employees, agents and representatives harmless from any claim or demand, including reasonable legal fees, made by any third party due to or arising out of the violation of these terms by you.

3.4 We do not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the Sites or any linked website or featured in any banner or other advertising.

3.5 We will not be a party to or in any way responsible for monitoring any transaction between you and third party providers of products and services.

3.6 Use of any third party product or service is solely at your own risk, and we do not and will not accept liability for any loss or damage, howsoever occurring, as a result of your use of third party products or services.

4. Privacy

We may use your personal information that is collected by the Sites. We are required to comply with privacy laws when we collect and use your personal information. We will comply with our Privacy Policy when we deal with your personal information.

5. Copyright

5.1 We own or licence the copyright and other intellectual property rights in all works that appear on the Sites, including the website design, pictures, graphics, brochures, colours and specifications ("Works"). We grant you a non-exclusive licence to reproduce the Works:

- a) for the purpose of browsing the Sites; and
- b) in hardcopy for the purpose of reviewing the material for personal or internal corporate use only.

5.2 Apart from as set out in this clause, you must not reproduce, distribute, modify, upload, transmit, reuse or post any information on the Sites unless you have our prior written consent.

6. Our trade marks and logos

You may not reproduce or use our trade marks, logos, product names or business name without our prior written consent.

7. Links to other websites

The Sites may include links to third party sites. These third party sites may be developed and maintained by third parties over whom we have no control. We do not accept any responsibility for any third party site, including without limitation, the content of those third party sites. We do not warrant the accuracy, completeness, legality or reliability of any third party site. We do not make any other representation or endorsement in relation to any third party site or service available at a third party site.

8. Governing law

The governing law of the Sites is Victoria, Australia and you agree to submit to the exclusive jurisdiction of the courts of Victoria.