

TERMS OF USE

1 General

- 1.1 This website is owned and operated by Nakat Law Pty Ltd (ABN 74 640 060 019) (**Nakat Law**) including its successors and assignees (**Website**).
- 1.2 Any reference to “we” “us” “our” and “Nakat Law” and “Nakat Law Group” is a reference to Nakat Law its related body corporates, and affiliates including its officers, employees, contractors and agents and for the sole purpose of this Website and by accessing the Website, you accept these terms and conditions (**Agreement**).
- 1.3 We may vary this Agreement anytime. Please refresh or refer to this the page from time to time to ascertain whether the Agreement has been varied and any additional information that may apply.
- 1.4 Our Website contains general information is intended to provide a summary and general overview on matters of interest. Its not intended to be comprehensive, nor constitute legal advice. You ought to always obtain legal and other relevant professional advice to your circumstances prior to acting or relying on any of the content on the Website.
- 1.5 Although we to ensure our content on this Website is up-to-date, there may be errors, omissions, delays that could affect its currency or accuracy. In relation to articles posted and other content (if any), they be historical articles and no longer relevant.
- 1.6 By using the Website, or the receipt of any information via this website, is not intended to create nor does it create a solicitor-client relationship between us.

2 Warranties

- 2.1 The information on our Website is provided without any representations, warranties, express or implied regarding the Nakat Law for fitness of use or in any other way.
- 2.2 All warranties whether express, implied or inferred, as to the accuracy or completeness of the information contained on the Website or in respect of the products or other material referred to in the Website are excluded to the extent permitted by law.
- 2.3 Without limiting the scope of clause 2.1, the Website is made available to you on an ‘as is’ and ‘as available basis’ we do not warrant or represent or guarantee that:
 - 2.3.1 the Website will be available, or available at all in your country or in any country or territory without disruption; or
 - 2.3.2 the suitability, continuity, reliability, accuracy, currency or security of this Website (any content on it or made available through it).
- 2.4 To avoid doubt, in no event shall we, our related bodies corporate be liable for any loss or any special, incidental or consequential damages arising out of or in connection with our Website, this Agreement or goods sold on this Website (however arising, including negligence) and you agree to accept sole responsibility for the legality of your actions under the laws that apply to you and disclaim that we, our related bodies corporate or our suppliers, or partners, and contractors have no responsibility for the legality of your actions.
- 2.5 We will not be liable if this Website (or any content made available through it) is incomplete, corrupted, inaccurate, outdated or incorrect, is incorrect or outdated or if this Website, or any services provided or mater available through it, are unavailable for any reason.

- 2.6 The provision or reference to any content on the Website or other such publication relating to us or Nakat Law or any product or material does not constitute an endorsement to any third-party.

3 Intellectual Property

- 3.1 Unless otherwise indicated, we own the copyright and other intellectual property rights in the content of this Website. Please do not infringe any intellectual property rights. All trade marks appearing on this Website belong to the relevant owner or respective owners.
- 3.2 No material from the Website may be reproduced, republished, transmitted, or distributed in any way, without our prior written permission, except that you may browse the content and download your own personal, or domestic use only, provided you adhere to this Agreement. No reproduction of any part of this Website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, adaptation, publication or website, social media page or associated or incidental use.

4 Interactive Features

- 4.1 Nakat Law's interactive features if any will allow may allow users to communicate with the us from time to time for general information which does not constitute legal advice.
- 4.2 You acknowledge and agree that any information and commentary provided by or through the Nakat Law's interactive features (if any):
- 4.2.1 may be limited, incomplete or inaccurate and given at our discretion;
 - 4.2.2 does not constitute legal advice and cannot be used as a substitute for legal or other advice as appropriate to your circumstance; and
 - 4.2.3 will not be relied upon by you for the purpose of legal advice or any other form of advice.
- 4.3 You acknowledge and agree that you have read and understood the terms of this Agreement prior to using any interactive feature on the Website.
- 4.4 If there is any illegal activity or inappropriate acts or omission, we may terminate your ability to use this feature and the Website including obtain a remedy against you for any illegal or inappropriate conduct.

5 Exclusion of Liability

- 5.1 To the fullest extent permitted by law including Schedule 2 to the *Competition and Consumer Act 2010* (Cth), we exclude all liability for all direct, indirect or consequential liabilities, losses or damages, costs and expenses (including without limitation whatsoever, loss of revenue, goodwill, profit loss of or damage to reputation, loss under or in relation to any other contract, loss of bargain, loss of data, loss of use of data or loss of anticipated savings or benefits, downtime costs, whether arising contract, tort or otherwise suffered or incurred by any person in connection with or in any way relating to the Website or any content or serviced provided or made available by or through the Website and claim to you or anyone else for loss and damage arising from in any way to the Website including but not limited to loss or damage you might suffer from any of the following events:
- 5.1.1 quality of any product or service of any linked sites or ancillary or incidental use of the Website;
 - 5.1.2 any viruses, harmful or malicious code or software or communication which may be transmitted to or through our Website by any third-party;

- 5.1.3 reliance on the information provided on the Website;
 - 5.1.4 any cessation or interruption of transmission to and from the Website;
 - 5.1.5 unauthorised access to or use of our server, personal information, financial information stored therein;
 - 5.1.6 on you acting or omitting on any information contained in the Website;
 - 5.1.7 events beyond our control;
 - 5.1.8 services provided by third parties ceasing or becoming unavailable; and
 - 5.1.9 errors, mistakes, inaccuracies or miscalculations on the Website including any incidental use and social media page.
- 5.2 Nothing in this Agreement will exclude any condition, warranties or guarantees that cannot be excluded at law and to the extent that such condition, warranty or guarantee is excluded then to the extent permitted by law, our liability for breaching such condition, guarantee and warranty is limited to the fullest extent permitted by law including any consequential loss and damage.
- 5.3 We may, in our sole discretion, prevent you from accessing the Website if we believe you have violated or acted inconsistently with these terms of use set out in this Agreement. We reserve the right to contact any authority or other relevant party and disclose any information (including personal information) or take legal action regarding your use of this Website and any abeyance does not disentitle us of that right or authority.

6 Posting Comments

- 6.1 Our Website may (without obligation or requirement) enable you to post comments which may be a blog, forum or other public area. You are responsible for all comments that you post and must not post any comment that is or amounts to:
- 6.1.1 a violation of any applicable law;
 - 6.1.2 is inflammatory or amounts to “trolling”;
 - 6.1.3 is hateful, abusive, racist, xenophobic or abusive if anyway;
 - 6.1.4 false defamatory, inaccurate, threatening, invasive of a person’s privacy or constitutes personal abuse directed at other users;
 - 6.1.5 constitutes commercial advertising, the promotion of gambling or ones own site this includes spam or spamming;
 - 6.1.6 obscene, sexually explicit or pornographic, or contains links to other sites that contain or promote obscene, sexually explicit or pornographic material; and
 - 6.1.7 infringes on a person or organisation’s intellectual property rights including copyright.

7 Third-Party Links

- 7.1 Our Website (or social media pages such as LinkedIn or other platforms) may contain links to third-party sites. Those links are provided for convenience and reference purposes only and you acknowledge that we have no control over those sites and Nakat Law is not responsible for those sites, your use, the site content or effect. By accessing third party sites, you agree to any terms of access or use imposed by that site or those sites.

7.2 We do not endorse any material, information or content on third party sites and strictly do not provide any warranty, or assume any responsibility regarding the quality, accuracy, merchantability, fitness for use or purpose in any respect of the material on those sites, nor do we warrant that material on other sites does not infringe the intellectual property rights of any other person.

8 Password Secrecy

8.1 We may choose to issue you with a username and password to enable you to access particular features on our Website. If that occurs, you must keep those details strictly confidential and cannot share it with any other person, this is your responsibility for the misuse.

9 Governing Law

9.1 This Agreement and the Website is governed by and construed in accordance with the laws in Victoria. The parties irrevocably submit to the exclusive jurisdiction of the Victorian Courts and the Federal Court of Australia

10 Privacy

10.1 If you provide us with any personal information such as your contact information and address, our Privacy Policy will govern how we handle that information. Please refer to the Privacy Policy located on our Website.

11 Contracting Us

11.1 If you have any questions or queries in relation to this Website or this Agreement, please contact us (our contact details are set out on our Contact Us page).