



Terms and Conditions

February 2019

Thank you for engaging My Own Practice Pty Ltd (ABN 41 629 475 789) trading as Legalexa (**we, us or our**) as your lawyers in accordance with the cost agreement between you and us (**Cost Agreement**).

By using our documents, you agree to these terms and conditions of use (**Terms of Use**). The Terms of Use include our terms, our legal disclaimer, our privacy policy, any other terms or conditions on our website and any other terms and conditions that we provide to you from time to time.

We may update these Terms of Use at any time without notice. By continuing to use our documents, you accept the amended Terms of Use. Please check our website regularly for a copy of the most current Terms of Use.

Scope of our role

Our duty of care is to the client named in the Cost Agreement. We do not owe any duty of care or liability to any other person. Accordingly, only you may rely on our advice unless we provide our prior written consent.

Documents and work product

Our template documents have been prepared using the information provided by you in respect of your particular circumstances at the time. The law and other relevant circumstances may change from time to time and we do not guarantee, represent or warrant that our template documents will be complete, accurate or current. We recommend that you seek advice specific to your circumstance each time a document based on our template document is prepared in order to tailor the agreement to the particular circumstances, objectives and needs at the time. We are happy to provide you with specific legal advice tailored to your circumstances if requested by you and subject to additional terms of engagement.

If we transmit or provide any documents or work product to you, and changes are made to that document or work product by you or someone other than us, we are not responsible for any loss you may suffer as a result of the changes unless we have specifically approved them in writing.

Limitation of Liability

To the maximum extent permitted by law, and without prejudice to the limitation of our liability by a scheme approved under the *Professional Standards Act 2003* (Vic), in circumstances where our liability cannot be limited by that scheme, our liability for all claims directly or indirectly connected with any matter (whether in negligence or otherwise and whether to you or by any other person) is limited to A\$1.5 million. To the extent permitted by law, we will not be liable for any indirect, incidental, special or consequential loss.

Contribution to loss

To the extent permitted by law, if we are liable to pay damages, and you (or others connected with you including your other advisers) have contributed to the loss you have suffered, the damages payable by us shall not exceed the amount that would ultimately be payable by us if:

1. the damages payable by us were reduced by the amount that they would be if legislation providing for appointment of damages in the case of contributory negligence applied to your claim;
2. no exemption or limitation of liability applies to that person; and
3. you joined every person who was liable to pay you damages in respect of your loss, we obtained an order for contribution against each of them, and they paid you the full amount of their contribution.

For the purposes of this section, '**you**' includes any person to whom we are liable to pay damages and '**damages**' includes any similar liability (such as an obligation to pay compensation).

Our intellectual property

All intellectual property rights (such as copyright, patents, trade marks and the right to apply for the registration of such rights) in all work, documents and materials we create in the course of the engagement are owned by us.

Severability

Any provision of these Terms of Use that is prohibited or unenforceable in any jurisdiction is ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms of Use and it does not affect the validity or enforceability of that provision in any other jurisdiction.

Jurisdiction

We do not represent that we hold the authorisations and approvals required to provide legal advice in jurisdictions other than Victoria.

Tax

We recommend that you seek your own tax and accounting advice. With respect to all tax and accounting matters relating to our documents, work product or the transactions contemplated in the Cost Agreement, we are not responsible for any representations made, consultation provided by or advice given by us, and instead, you have sought and relied upon the advice of your own tax and accounting professionals with respect to all such matters.

Governing Law

Use of our website and these Terms of Use are governed by the laws of Victoria and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria.

If you have any questions, please contact us via our Contact Us form.