

Terms of Use

1 General Information

- 1.1 These Terms of Use (the **Terms of Use**) apply to the website located at <https://www.whytejustmoore.com.au/> (the **Site**), registered to Whyte Just & Moore Lawyers (**WJM**) in respect of the business Whyte Just & Moore (the **Business**) The Site is the property of the WJM. By using this Site, you agree to these Terms of Use. If you do not agree, do not use this Site.

2 Content of Site

- 2.1 You acknowledge and agree that, subject to Clause 8, all text, graphics, user interfaces, visual interfaces, photographs, logos, sounds, music, artwork, and computer codes which constitute or are contained in or on the Site (collectively, the **Content**), including but not limited to the images, design, structure, selection, coordination, expression, aesthetic and arrangement of the Content, is owned and controlled by and/or licensed to WJM and not owned or controlled by and/or licensed to you.

3 Use of Site

You undertake:

- 3.1 Except as expressly provided for in these Terms of Use, not to exploit, use, copy, reproduce, publish, communicate online, encode, translate, transmit, record, perform, broadcast, or distribute the whole or any part of the Site and/or Content or adaptation in any way through or to any device, including but not limited to a computer, server, website, or other medium for publication or distribution, for any purpose or enterprise, whether commercial or non-commercial, without the prior written consent of WJM.
- 3.2 Not to use any automatic device, program, or methodology or similar or equivalent manual process to assess, acquire, copy, or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents, or information available through the Site.
- 3.3 Not to use any device, software, or routine to interfere or attempt to interfere with the proper working or security settings of the Site or Content or any other person's use of the Site or Content.
- 3.4 Not to use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use or to solicit the performance of any illegal activity or other activity which infringes WJM's rights or the rights of any other person.

4 Our Obligations

- 4.1 Our obligations, if any, with regard to the services of the Business (the **Services**) are governed solely by agreements pursuant to which they are provided, and nothing on the Site should be construed to alter these agreements.
- 4.2 WJM may change any of the Services offered on the Site without notice.
- 4.3 The Content may be out of date, and WJM makes no commitment to update the Content on the Site.

5 Intellectual Property

- 5.1 You acknowledge and agree that WJM is the owner of intellectual property in the Content and/or in or on the Site, including but not limited to trademarks, patents, designs, copyright, moral rights,

know-how, and confidential information, whether registered or unregistered (the **Intellectual Property**).

6 Copyright

6.1 You agree and acknowledge that all copyright in the Content and in the Site is owned by WJM.

6.2 WJM grants you a non-exclusive royalty-free licence to:

- (1) View the Site and the Content on the Site on a computer or other electronic device via the web browser.
- (2) Copy and store this Site and the Content in your web browser cache memory.
- (3) Print the Content for your own personal and non-commercial use.

7 Enforcement

7.1 WJM takes the protection of the Intellectual Property and all its rights attached (the **Intellectual Property Rights**) very seriously.

7.2 WJM may take action against you in the event you breach the Terms of Use, including but not limited to issuing legal proceedings for the recovery of compensation for loss to the Business, an account of profits, and an injunction to stop you engaging in the unlawful conduct. You may also be ordered to pay WJM's legal costs.

7.3 If you become aware of any conduct that infringes or is likely to infringe WJM's Intellectual Property Rights, please report this either by telephone to (03) 5222 2077, by email to info@wjmlawyers.com.au, or by post to PO Box 4329, Geelong, Victoria 3220.

8 Third-party Links

8.1 You acknowledge that this Site may contain links to other independent third-party websites (the **Linked Sites**). The Linked Sites are provided solely as a convenience to users. The Linked Sites are not under WJM's control, and WJM is not responsible for, and does not endorse, the content of the Linked Sites. You will need to make your own independent judgment regarding your interaction with the Linked Sites.

9 Disclaimers

You acknowledge:

9.1 That WJM does not promise that the Site or any Content will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the Site will provide specific results.

9.2 The Site and its Content are delivered on an "as is" and "as available" basis. All Content is subject to change without notice.

9.3 WJM cannot ensure that any file or other data from the Site will be free of viruses, contamination, or destructive features.

9.4 To the maximum extent permitted by law, WJM excludes all representations, warranties, and conditions relating to this Site and Content and the use of this Site and Content, including, without limitation, any warranties implied by law of a satisfactory quality, fitness for purpose, and for the use of reasonable care and skill.

- 9.5 WJM, its agents, and employees do not have any liability in respect of the authenticity, origin, validity, completeness, reasonableness, or accuracy of, or for any errors in, or omissions from, the Site or its Content.
- 9.6 The Content and information contained on the Site do not constitute legal advice.
- 9.7 That your use of the Site, including the transmission of information from the Site, is not intended to create a solicitor-client relationship between you and WJM.
- 9.8 WJM will not be liable to you in respect of any loss or corruption of any data, database, or software.
- 9.9 WJM does not authorise, mandate, or permit the users of the Site to engage in unlawful conduct in respect of the Site and its Content and disclaims any liability in respect of any unlawful conduct engaged in by the users of its Site and Content.
- 9.10 If you become aware of any Content that you believe is offensive, illegal, or infringes your or any other person's intellectual property rights, you will report this immediately either by telephone to (03) 5222 2077, by email to info@wjmlawyers.com.au, or by post to PO Box 4329, Geelong, Victoria 3220.

10 Undertaking and Indemnity in Respect to Legal Actions

- 10.1 You agree not to take any legal action, including but not limited to breach of contract, defamation, and negligence, against WJM, its agents, or employees, in respect of any matter relating to the Site or the Content.
- 10.2 If you take legal action against WJM, its agents, or employees, whether such action is brought under general law, statute, or in equity, you agree to indemnify WJM, its agents, and employees:
- (1) From and against all actions, claims, demands, losses, damages, proceedings, compensation, costs, charges, and expenses (including solicitor fees) incurred by or made against them.
 - (2) For any loss they suffer and the Business suffers as a result of you taking legal action against them, including but not limited to losses which are direct or indirect, economic or non-economic.

11 Indemnity

- 11.1 You agree to indemnify and hold WJM, its agents, and employees harmless from and against any actions, claims, demands, losses, damages, proceedings, compensation, costs, charges, and expenses (including solicitor fees) incurred by or made against them (including by a third party) due to or arising out of or in connection with your use of the Site or Content.

12 Variation

- 12.1 WJM reserves the right to vary these Terms of Use at any time and without notice. Your continued use of the Site following the publication of changes will mean that you accept and agree to the changes.
- 12.2 The revised Terms of Use will apply to the use of this Site from the date of publication of the revised Terms of Use on the Site. Please check this page regularly to ensure you are familiar with the current version.

13 Entire Agreement

- 13.1 The Terms of Use constitute the entire agreement between WJM and you in relation to your use of the Site and supersede all previous agreements in respect of your use of the Site.

14 Severability

- 14.1 Any clause in these Terms of Use which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Terms of Use or affecting the validity or enforceability of that clause in any other jurisdiction.

15 Law and Jurisdiction

- 15.1 These Terms of Use will be governed by and construed in accordance with the laws in force in the State of Victoria, and any disputes relating to these Terms of Use will be subject to the non-exclusive jurisdiction of the courts of that state and the Commonwealth of Australia.

16 Feedback and Information

- 16.1 You acknowledge that any feedback you provide at the Site is deemed to be non-confidential. WJM, its agents, and employees are free to use this information on an unrestricted basis.

For further inquiries, contact:

Whyte Just & Moore Lawyers
Level 2, 100 Brougham Street, Geelong VIC 3220
Email: info@wjmlawyers.com.au
Phone: (03) 5222 2077

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