



## TERMS AND CONDITIONS



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We may use the information and documents that you upload to the ContractProbe site to improve our services

and technology. We will not use them for marketing purposes.

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You must not do any act that is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

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- Using this website to defame or libel us, our employees or other individuals;
- Uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- Posting or transmitting to this website any non-authorised material including, but not limited to, material that is reasonably likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down that information at our sole discretion and without notice.

## **6. Warranties and disclaimers**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties, guarantees or representations about this website or the Content or the ContractProbe service, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be totally secure.

WE DO NOT PROVIDE LEGAL ADVICE AND THE USE OF THE CONTRACTPROBE SERVICES DOES NOT GIVE RISE TO A LAWYER-CLIENT RELATIONSHIP. WE RECOMMEND YOU ALWAYS CONSULT A QUALIFIED LAWYER BEFORE SIGNING A CONTRACT. THE CONTRACTPROBE SERVICE PROVIDES INFORMATION ABOUT DRAFT CONTRACTS AND DOES NOT PROVIDE ANY FORM OF LEGAL ADVICE.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any

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## **7. Liability**

To the maximum extent permitted by law, including the Australian Consumer Law, in no event will we be liable for any indirect, consequential or punitive losses, damages, costs or expenses – irrespective of the manner in which it occurs (including for negligence) – which may be suffered or incurred due to your use of the ContractProbe service or our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date. We are not aware of your personal circumstances and are not responsible for the consequences of you relying on any information displayed on our website or produced using the ContractProbe service.

OUR MAXIMUM LIABILITY (INCLUDING FOR NEGLIGENCE) FOR DIRECT LOSSES, DAMAGES, COSTS OR EXPENSES IN CONNECTION WITH YOUR USE OF THIS WEBSITE OR THE CONTRACTPROBE SERVICE IS LIMITED TO THE AMOUNT WHICH YOU PAID FOR THE SERVICES WHICH GAVE RISE TO THE RELEVANT LOSS OR DAMAGE.

## **8. Jurisdiction and governing law**

Your use of the website and these Terms are governed by the law of the State of Victoria, Australia and you submit to the exclusive jurisdiction of the courts exercising jurisdiction in Victoria in connection with all matters concerning your use of the ContractProbe service or our website and/or the information or materials contained on it.

Date:7 January 2021