

BriefBox Pty Ltd ACN 163 710 174 Website Terms of Use

1. Introduction and your agreement to these Terms of Use

- 1.1 Welcome to www.briefbox.com.au and any web services, mobile services or applications (collectively, the **Website**). This Website is owned and operated by BriefBox Pty Ltd ACN 163 710 174 and its related companies (**BriefBox**). A full list of related companies is available on request.
- 1.2 These Website terms and conditions of use (**Terms of Use**) are deemed to incorporate, and should read together with the Website's privacy policy (**Privacy Policy**).
- 1.3 If you visit, or access, this Website you are deemed to agree to these Terms of Use and the Privacy Policy for yourself and on behalf of any User for whom you use the Website. If you do not agree to these Terms of Use and/or the Privacy Policy, you must immediately exit and not access or use this Website. These Terms of Use and the Privacy Policy create a legally binding agreement between you and BriefBox. The provisions of the Privacy Policy apply as if set out in full in these Terms of Use.
- 1.4 These Terms of Use, including the Privacy Policy, govern your access to, and use of, this Website, including any: (i) software, database, information, content or materials that are located on, form part of or are available through or in connection with this Website (**Website Material**); and (ii) services and products provided through, or in connection with, this Website, but expressly excluding the supply of legal advice, opinions and services by Providers (**Services**).
- 1.5 Capitalised terms not defined in these Terms of Use or in the Privacy Policy (including in the **Definitions** section at clause 21 below) have the meanings given to those terms on the Website.

2. Changes to these Terms of Use and Privacy Policy

- 2.1 BriefBox may from time to time (with or without notice to you) amend or update these Terms of Use and the Privacy Policy in its sole discretion. We will endeavour to notify all Registered Users of any changes to these Terms of Use and/or the Privacy Policy via the email address provided to us. However, the Terms of Use and the Privacy Policy applicable to your access to, and use of, this Website is the current version displayed on this Website at the time you access or use this Website. By continuing to access or use this Website after such changes, you are deemed to agree to be bound by such changes.
- 2.2 The Terms of Use and the Privacy Policy may not be modified by Users. Any purported variation or modification of the Terms of Use and the Privacy Policy by a User will not be binding on BriefBox or another User.
- 2.3 A User may not enter into a Brief with another User or Users that is inconsistent with the Terms of Use and/or the Privacy Policy.
- 2.4 In the event of any of any conflicts or inconsistencies between the Terms of Use and/or the Privacy Policy and a Brief, the Terms of Use and the Privacy Policy prevail.

3. Different types of Users

- 3.1 This Website is a platform and a marketplace used by Registered Users to, amongst other things, create a Legal Panel, enter into a Brief to receive and supply legal advice, opinions and services.

- 3.2 Subject to these Terms of Use and Privacy Policy, any person may access or use this Website via the internet without registering with, or disclosing any personally identifying information, to BriefBox (**Unregistered User**).
- 3.3 To make full use of the functionality of this Website, you will need to register with BriefBox by opening an Account (both are a **Registered User**). Registered Users can use the Website to, amongst other things, review the Registered User directory, introduce themselves to other Registered Users, review the Workroom, advertise and sponsor on the Website (subject to the payment of an agreed fee to BriefBox), be a Provider to a Client's Legal Panel, be a Provider upon introduction or request by a Client, negotiate the Brief terms and enter into a Brief with another Registered User.
- 3.4 BriefBox may refuse any request for registration. Unregistered Users and Registered Users are referred to collectively in these Terms of Use and Privacy Policy as **Users**. BriefBox may make varying levels of functionality available to different Users, depending on whether they are Unregistered Users or Registered Users.

4. Registration

- 4.1 If you wish to become a Registered User, you must provide BriefBox with certain true and correct information about yourself (**User Registration Information**), as requested by the relevant registration page on this Website.
- 4.2 You must promptly notify and update BriefBox if any of your User Registration Information is erroneous or changes from time to time. By providing your contact details, you are deemed to agree to BriefBox contacting you via such means for any purpose in connection with the Website or the Services.
- 4.3 If you are a Client and your organisation consists of more than one person, you must register all Registered Users of the Client as Client Members under a Client Account, and must not register as an individual Registered User or individual Registered Users.
- 4.4 If you are a Provider and your organisation consists of more than one person, or if your legal advice, opinions and services are operated or delivered by more than one person, you must register all Registered Users of the Provider as Provider Members under a Provider Account, and must not register as an individual Registered User or individual Registered Users.
- 4.5 If you are an individual and are the only person associated with your Account, you must register as an individual Registered User.
- 4.6 You must not register for more than one individual Account, one Client Account and/or one Provider Account without the consent in writing from BriefBox. However, you are allowed to be a Client Member of a Client Account and a Provider Member of a Provider Account.
- 4.7 Registered Users may create a Client Account by adding selected Client Members to the Client Account to act on the Client's behalf in the roles assigned to them. Registered Users may also grant specified Account administration privileges to one or more Client Account Administrators. Client Account Administrators must create a new Account and profile for each Client Member. You agree to be responsible and liable for all actions of any Client Member and any other User who uses the Client Account, including Client Account Administrators.
- 4.8 Registered Users may create a Provider Account by adding selected Provider Members to the Provider Account to act on the Provider's behalf in the roles assigned to them. Registered Users may also grant specified Account administration privileges to one or more Provider Account Administrators. Provider Account Administrators must create a new Account and profile for each Provider Member. You agree to be responsible and liable for all actions of any Provider Member and any other User who uses the Provider Account, including Provider Account Administrators.

5. Relationship with BriefBox

- 5.1 BriefBox is not a party to Briefs.
- 5.2 BriefBox is not a party to the dealing between a Client and a Provider, including, but not limited to, Website posts, scoping of work, fee quotes, Briefs, negotiation and execution of Letter of Engagements, the provision of legal advice, opinions and services or the payment for a Brief.
- 5.3 BriefBox does not introduce Providers to Clients, or Clients to Providers. BriefBox does not assist Providers to source Briefs. BriefBox merely makes the Website available to enable Clients to, amongst other things, create a Legal Panel, identify, source and select Providers, Brief and collaborate, and for Providers to identify and source Clients and Briefs.
- 5.4 BriefBox has no control over Clients or Providers, and makes no representations or warranties of any kind to any User, and does not guarantee the qualifications, licensing, background, or identities of Users, the correctness or appropriateness of any legal advice, opinions and services, the accuracy or correctness of any posting or Briefs, the ability of a Provider to complete a Brief or deliver legal advice, opinions and services, the ability of Clients to pay for the Brief, the legal advice, opinions and services of a Provider, or that a Client or a Provider can, or will, complete a Brief.
- 5.5 BriefBox does not verify or confirm the accuracy, correctness or reliability of any information, advice or opinion posted on the Website, given to BriefBox or shared between Users. BriefBox does not perform any qualification, licence, experience or other background checks on Clients or Providers. Any information given by BriefBox to a User is based solely on information or data that the Client or Provider posts on the Website or submits to BriefBox. BriefBox provides all information to Users solely for the convenience of Users, and BriefBox in no way does so as an introduction, endorsement or recommendation by to a User.
- 5.6 Except as expressly stated otherwise in the Terms of Use and/or the Privacy Policy, the Terms of Use and the Privacy Policy do not create or imply, and will not be construed as creating or implying, any fiduciary relationship, agency relationship, employer and employee relationship, trustee and beneficiary relationship, franchisor and franchisee relationship, partnership or joint venture between BriefBox and you.

6. Use of the Website

- 6.1 BriefBox grants you a revocable, non-exclusive, non-transferable, non-sublicensable, personal licence to access this Website, for business purposes, and not for personal, household, or consumer use, solely in accordance with these Terms of Use and Privacy Policy.
- 6.2 You must not link or frame to the Website, except as permitted in writing by BriefBox.
- 6.3 You must not reverse engineer or interfere with the operation of any part of this Website.
- 6.4 This Website, or any part of it, must not be copied, reproduced, duplicated or otherwise exploited for any commercial purpose that is not expressly permitted by BriefBox.

7. Intellectual Property Rights

- 7.1 All Intellectual Property Rights subsisting in, relating to or arising out this Website are owned by and vest in BriefBox (or its licensors).
- 7.2 You acknowledge and agree these Terms of Use and Privacy Policy do not transfer any right, title or interest in BriefBox's (or its licensors') Intellectual Property Rights to you.
- 7.3 You are permitted to use BriefBox's name and BriefBox's trademarks to confirm that you are a User.

8. Submitted Materials

- 8.1 This Website allows Users to submit or post information, content and materials, including, but not limited to Briefs (**User Material**) to this Website, for access and use by other Users and/or BriefBox. (References in these Terms of Use and Privacy Policy to “User Material” do not include any User Registration Information, which is treated separately to User Material). BriefBox does not systematically review User Material submitted by Users and is not responsible for the form or content of any User Material.
- 8.2 If you choose to submit or post User Material, you must own or have the right to submit or post that User Material and it must not: (i) infringe any Intellectual Property Right of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence; (ii) deceive or be likely to deceive any person; (iii) be in a conflict of interest; (iv) be used to impersonate any person (including BriefBox and its representatives) or to misrepresent your identity or affiliation with any person; (v) be illegal, obscene, defamatory, threatening, pornographic, harassing, hateful, racially or ethnically offensive, encourage conduct that would be considered a criminal offence, give rise to civil liability, violate any Law or be otherwise inappropriate; or (vi) advertise any product or service or solicit any business.
- 8.3 You retain all your ownership rights in any User Material you post on the Website, and BriefBox does not claim any ownership rights in your User Material.
- 8.4 Subject to the terms of the Privacy Policy and clause 8.7, BriefBox may not use your User Material in any way and agrees at all times to keep it private and confidential.
- 8.5 BriefBox is an online business and primarily collects and holds your User Material in electronic form. User Material held in electronic form is held securely on servers and computer systems located in reputable third-party data centres in Australia. Certain User Material is collected in paper-based documents (such as formal correspondence and legal documentation) which may be converted to electronic form and the original paper-based documents securely destroyed. User Material which is retained in paper-based form is held securely at our premises or in facilities within our control in Australia.
- 8.6 We maintain physical security over our paper and electronic data stores, such as access controls and security systems at our premises and data centres. We also maintain computer and network security such as firewalls, data encryption and access controls (user identifiers and passwords) to control access to our computer systems.
- 8.7 You may submit suggestions or ideas about the Website. You agree that all submitted suggestions and ideas are made for free, and no fee is payable by BriefBox to you. You represent and warrant that all of your suggestions and ideas do not contain the confidential or proprietary information of third parties, and that BriefBox is free to use any suggestions and ideas either publically or privately.

9. Prohibited activities

- 9.1 You must not submit, post, upload, email or otherwise send or transmit to this Website, or any User anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to this Website.
- 9.2 You must not interfere with this Website or the servers or networks underlying or connected to this Website or violate any of the procedures, policies or regulations of this Website or any networks connected to this Website.
- 9.3 You must not impersonate any other person while using this Website, conduct yourself in an offensive manner while using this Website, or use this Website for any illegal, immoral or harmful purpose.

- 9.4 You agree that you will not:
- 9.4.1 use any robot, spider, scraper or other automated means to access the Website;
 - 9.4.2 transmit spam or unsolicited communications;
 - 9.4.3 subject the Website to an unreasonable large load on BriefBox's infrastructure;
 - 9.4.4 bypass any measures we may use to prevent or restrict access to the Website, or any part of it;
 - 9.4.5 copy, reproduce, vary, create derivative works, distribute, or display publicly any content (other than content you have posted on the Website) from the Website, any software code that is part of the Website without the prior express written permission of BriefBox and the appropriate third party (whichever is applicable); or
 - 9.4.6 collect any personally identifiable information.

10. Cessation of services

- 10.1 This Website, the Website Material and the Services are provided on an "as available" basis, and BriefBox shall not be liable if this Website, the Website Material or the Services are unavailable for any period.
- 10.2 BriefBox does not represent, warrant or undertake that this Website, the Website Material or the Services will be error, defect, "bug" or "virus" free.

11. Other websites

BriefBox is not responsible for the policies and practices of internet websites operated by persons other than BriefBox, even if: (i) you access them using links on this Website; or (ii) are directed or link to this Website using links on such websites, and recommends that you carefully review the terms and conditions of use and privacy policy of every internet website you access or use.

12. Changes to this Website

BriefBox may (with or without notice to you) make changes to this Website, the Website Material and the Services.

13. Fees

- 13.1 BriefBox reserves to charge fees, including, but not limited to, licence fees and membership fees, upon notice. BriefBox also reserves the right upon notice to change fees and or create and charge new fees at any time. No refunds of fees already paid will be given in any circumstances.
- 13.2 Any fees charged by BriefBox to Registered Users are earned for BriefBox's know-how and for creating, hosting, managing, maintaining and providing the Website.
- 13.3 BriefBox does not introduce Clients to Providers, or Providers to Clients, and as such, does not charge an introduction fee.
- 13.4 Registered Users may subscribe to different levels of Website participation, by the payment of fees notified by BriefBox from time, and determined by BriefBox in its sole discretion.
- 13.5 BriefBox may offer additional features, such as marketing features, sponsorship features, featured profile posts, and the like, for additional fees.

- 13.6 You may select to pay your fees by credit card, bank account or BPay, and this will become your selected method of payment held on BriefBox's files (**Selected Method**). The billing period commences on the date that BriefBox receives payment from you (**Billing Period**). Your fees are calculated by BriefBox from the beginning of the Billing Period.
- 13.7 Your licence and/or membership is automatically renewed on your behalf by BriefBox and you expressly authorise BriefBox to charge your fees and charges by way of your Selected Method.

14. Disclaimers

- 14.1 To the fullest extent permitted by applicable Law, BriefBox excludes all implied representations, warranties, terms and conditions of any kind whatsoever (whether implied by common Law, statute or otherwise), including any implied representations, warranties, terms or conditions that this Website.
- 14.2 To the fullest extent permitted by applicable Law, BriefBox also excludes the application or availability of any statutory rights or any statutory guarantees with respect to this Website, the Website Material or the Services.
- 14.3 This Website, the Website Materials and the Services are provided on an "as is" basis and BriefBox makes no representations, warranties or undertakings with respect to this Website, the Website Material or the Services, including as to the currency, accuracy or completeness of this Website, the Website Material or the Services.

15. Limitation of liability

- 15.1 BriefBox is not liable to any User or any third party for:
- 15.1.1 any losses or damages of any kind, including, without limitation, caused by or resulting from any wrongful, wilful or negligent act or omission of BriefBox or any of its officers, employees, agents, advisers or contractors; or
- 15.1.2 any indirect, incidental, special or consequential damages, including loss of profits or anticipated profits, even if notified of the possibility of that potential loss or damage.
- 15.2 Nothing in these Terms of Use and/or Privacy Policy are intended to exclude, restrict or modify any rights that the User may have under the *Competition and Consumer Act 2010* (Cth) (**CCA**) or any other applicable legislation which may not be excluded, restricted or modified by agreement.
- 15.3 If the CCA or any other applicable legislation provides the User with any non-excludable statutory rights (including any implied representations, warranties, terms or conditions or any statutory guarantees) in respect of any goods or services supplied under these Terms of Use and/or the Privacy Policy, then the exclusions and limitations on BriefBox's liability in these Terms of Use do not apply in respect of such non-excludable statutory rights, however, where BriefBox's liability with respect to such non-excludable rights may be restricted or modified, then, without prejudice to any non-excludable statutory rights that the User may have which may not be restricted or modified by agreement, BriefBox's liability is limited to: (i) in the case of a supply of goods, BriefBox doing any one or more of the following (at its election): replacing the goods or supplying equivalent goods; repairing the goods; paying the cost of replacing the goods or of acquiring equivalent goods; or paying the cost of having the goods repaired; or (ii) in the case of a supply of Services, BriefBox doing either or both of the following (at its election): supplying the Services again; or paying the cost of having the Services supplied again.

16. Indemnity by you

You must indemnify and hold harmless BriefBox and its officers, employees, agents, advisers or contractors against all losses, liabilities and costs (including legal fees and expenses on an indemnity basis) sustained, incurred or suffered by BriefBox or its officers, employees, agents, advisers or contractors as a result of your breach of these Terms of Use and/or and Privacy Policy, any dispute you may have with another User or third party or any violation by you of any Laws or the rights of any person.

17. Term and termination

- 17.1 The Terms of Use and the Privacy Policy become binding and effective upon your first visit to the Website, and for the duration of your visit or use of the Website.
- 17.2 Either party may terminate the contract represented by the Terms of Use and the Privacy Policy at any time. No fees paid by you to BriefBox will be refunded by BriefBox upon the termination of the contract represented by the Terms of Use and the Privacy Policy. You remain liable for any fees incurred by you prior to termination.
- 17.3 BriefBox may (with or without notice to you) modify, restrict, prevent, suspend or withdraw your access to or use of this Website for any reason whatsoever or for no reason, including where BriefBox believes that you are in breach of these Terms of Use and/or the Privacy Policy.
- 17.4 When your access to the Website is terminated or suspended, you will no longer have access to Website, including any data, messages, files and other material you have posted and keep on the Website. Upon written request by you, BriefBox will provide you with a complete copy of all data, messages, files and other material you have posted and keep on the Website.

18. Force majeure

BriefBox will not be in breach of these Terms of Use and/or the Privacy Policy or otherwise liable to you or any other person for any unavailability or failure of this Website, the Website Material or the Services or any delay or other failure by BriefBox to comply with these Terms of Use and/or the Privacy Policy that is caused by or arises from any event or circumstances beyond BriefBox's control.

19. Disputes

- 19.1 Any disputes arising between Clients and Providers will determined in accordance with the various Country, State and Territory Laws and law society Laws, rules, policies and procedures and the respective Letters of Engagement between them.
- 19.2 If any dispute arises between BriefBox and a User (**Dispute**), the party claiming that a dispute has arisen must deliver to the other party or parties a notice containing particulars of the Dispute (**Dispute Notice**).
- 19.3 During the period of 10 Business Days after delivery of the Dispute Notice, or any longer period agreed in writing by the parties to the Dispute (**Initial Period**), each of the parties must use its reasonable endeavours and act in good faith to resolve the Dispute by discussion and negotiation.
- 19.4 If the parties are unable to resolve the Dispute within the period stated in clause 19.3, the Dispute must be referred to the respective managing officers (or their nominees) of the parties. The parties must ensure that their respective managing officers (or their nominees):
- 19.4.1 have authority to negotiate and, if appropriate, enter into a binding agreement on behalf of the relevant party;
 - 19.4.2 meet promptly (and in any event within 5 Business Days) after the matter is referred to them; and

- 19.4.3 use their reasonable endeavours and act in good faith in an attempt to resolve the matter.
- 19.5 If the managing officers (or their nominees) have been unable to resolve the Dispute within the period stated in clause 19.4, then the parties must refer the Dispute to an Expert for determination. For the purposes of this clause, the **Expert** is a person:
 - 19.5.1 having appropriate qualifications and experience relevant to determining the Dispute;
 - 19.5.2 who is agreed by the parties or, failing agreement within 5 Business Days, is nominated at the request of any party by the President for the time being of the Law Society of New South Wales; and
 - 19.5.3 who does not act, or whose firm does not act, generally for any party.
- 19.6 If an Expert is appointed under clause 19.5, the Expert:
 - 19.6.1 will act as an expert and not as an arbitrator;
 - 19.6.2 may determine the time, place and procedures (which will be as informal as is consistent with the proper conduct of the matter) for the determination by the Expert, having regard to the nature of the Dispute and the provisions of these Terms of Use and the Privacy Policy;
 - 19.6.3 may communicate privately with the parties or with their lawyers;
 - 19.6.4 may or may not allow the appearance of lawyers on behalf of the parties;
 - 19.6.5 accept written submissions from a party in relation to the Dispute, provided a copy of the submission is also given to all other parties;
 - 19.6.6 may co-opt other expert assistance;
 - 19.6.7 must have regard to the fairness and reasonableness of any matters pertaining to the Dispute; and
 - 19.6.8 must deal with any matter as expeditiously as possible and by no later than 20 Business Days after referral to the Expert.
- 19.7 If an Expert is appointed under clause 19.5:
 - 19.7.1 the Expert's determination will be final and binding on the parties;
 - 19.7.2 the parties must attend the sessions with the Expert and make a determined and genuine effort to resolve the Dispute as soon as reasonably possible;
 - 19.7.3 the parties must use their best endeavours to make available to the Expert all information relevant to the Dispute and which the Expert reasonably requires in order to resolve the Dispute;
 - 19.7.4 everything that occurs before the Expert must be in confidence and in closed session;
 - 19.7.5 any information or documents disclosed by a party under this clause 19 must be kept confidential and cannot be used (and cannot be called into evidence in any subsequent litigation by any party) except to attempt to resolve the Dispute in circumstances where the parties have consented to such disclosure;
 - 19.7.6 all discussions must be without prejudice;

- 19.7.7 each party must pay its own costs of complying with this clause 19, and the costs of the Expert and any other costs of complying with this clause 19 must be paid by the party that served the Dispute Notice; and
- 19.7.8 the parties must continue performing their obligations under these Terms of Use and the Privacy Policy while the Dispute is being resolved.
- 19.8 A party may not commence court proceedings in respect of a Dispute unless it has complied with this clause 19 and until the procedures in this clause 19 have been followed in full, except where:
 - 19.8.1 the party seeks injunctive relief in relation to a Dispute from an appropriate court where failure to obtain such relief would cause irreparable damage to the party concerned; or
 - 19.8.2 following those procedures would mean that a limitation period for a cause of action relevant to the issues in dispute will expire.

20. Assignment

You must not assign, transfer, sub-contract or otherwise dispose of any or all of your rights and/or obligations under these Terms of Use and/or the Privacy Policy. BriefBox may assign, transfer, sub-contract or otherwise dispose of any or all of BriefBox's rights and/or obligations under these Terms of Use and/or the Privacy Policy.

21. Definitions

- 21.1 **Account** means the account opened by a Client or a Provider when becoming a Registered User, and includes all Client Members and Provider Members (whichever is relevant) added to the Account.
- 21.2 **Brief** means a legally binding legal engagement between the Client and the Provider, for the Provider to provide legal advice, opinions and services on agreed terms and conditions, for an agreed fee pursuant to a Letter of Engagement.
- 21.3 **BriefBox** means BriefBox Pty Ltd ACN 163 710 174 and its related companies.
- 21.4 **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales, Australia.
- 21.5 **Client** means a Registered User who engages a Provider for a Brief to provide legal advice, opinions and services, including through a Legal Panel, or identifies a Provider through the Website.
- 21.6 **Client Account** means an account set up by a Registered User adding other Registered Users who are Client Members to act on behalf of, and in collaboration with, the Registered User.
- 21.7 **Client Account Administrators** means a Registered User who has administration account rights for a Client Account.
- 21.8 **Client Member** means any Registered User added to a Client Account.
- 21.9 **Dispute** has the meaning given to it in clause 19.2.
- 21.10 **Dispute Notice** has the meaning given to it in clause 19.2.
- 21.11 **Government Agency** means any government or any public, statutory, governmental (including a local government), semi-governmental, local governmental or judicial body,

entity, department or authority and includes any self-regulatory organisation established under statute.

- 21.12 **Intellectual Property Rights** means all present and future intellectual and industrial property rights conferred by statute, at common Law or in equity and wherever existing, including:
- 21.12.1 patents, designs, copyright, rights in circuit layouts, plant breeder's rights, trade marks, know how, brand names, domain names, inventions, product names, trade secrets and any other rights subsisting in the results of intellectual effort in any field, whether or not registered or capable of registration;
 - 21.12.2 any application or right to apply for registration of any of these rights;
 - 21.12.3 any registration of any of those rights or any registration of any application referred to in paragraph 21.12.2; and
 - 21.12.4 all renewals and extensions of these rights.
- 21.13 **Initial Period** has the meaning given to it in clause 19.1.
- 21.14 **Expert** has the meaning given to it in clause 19.5.
- 21.15 **Law** means:
- 21.15.1 principles of law or equity established by decisions of courts;
 - 21.15.2 statutes, regulations or by-laws of the relevant Country, Commonwealth of Australia, a State, a Territory or a Government Agency; and
 - 21.15.3 requirements and approvals (including conditions) of the relevant Country, Commonwealth of Australia, a State, a Territory or a Government Agency that have the force of law.
- 21.16 **Legal Panel** means a panel of Providers appointed by a Client in its sole discretion for a specified period of time, by way of a request for tender, or other agreed process, to provide specified legal advice, opinions and services to the Client on agreed terms and conditions.
- 21.17 **Letter of Engagement** means a binding letter setting out the terms of the Brief and the agreed fee to be paid for the Brief.
- 21.18 **Privacy Policy** means the Website's privacy policy.
- 21.19 **Provider** means a Registered User who is an individual, a partnership, a law firm, an incorporated legal practice or the like, licensed or registered by Law to practise Law in one or more Countries, States and Territories in the Commonwealth of Australia and/or in the relevant Country, Commonwealth of Australia, and who offers and/or provides legal advice, opinions and services to a Client, including through a Legal Panel, or identifies a Client, through the Website.
- 21.20 **Provider Account** means an account set up by a Registered User adding other Registered Users who are Provider Members to act on behalf of, and in collaboration with, the Registered User.
- 21.21 **Provider Account Administrators** means a Registered User who has administration account rights for a Provider Account.
- 21.22 **Provider Member** means any Registered User added to a Provider Account.

- 21.23 **Registered User** means a person or entity that registers with BriefBox by opening an Account.
- 21.24 **Related Body Corporate** has the same meaning as in the Corporations Act.
- 21.25 **Services** has the meaning given to it in clause 1.4.
- 21.26 **Terms of Use** means these terms and conditions of use.
- 21.27 **Unregistered User** has the meaning given to it in clause 3.2.
- 21.28 **User** means either an Unregistered User and Registered User (whichever is relevant).
- 21.29 **User Material** has the meaning given to it in clause 8.1.
- 21.30 **User Registration Information** has the meaning given to it in clause 4.1.
- 21.31 **Website** means www.briefbox.com.au and any web services, mobile services or applications.
- 21.32 **Website Material** has the meaning given to it in clause 1.4.
- 21.33 **Workroom** means the place on the Website where a Client and a Provider communicate and work together on a Brief.
- 21.34 **you** means a User accessing the Website on his or her own behalf, or on behalf of a Client or a Provider.

22. General

- 22.1 **Nature of obligations:** Any provision in the Terms of Use and/or Privacy Policy which binds more than one person binds all of those persons jointly and each of them severally. Each obligation imposed on a party by the Terms of Use and/or Privacy Policy in favour of another is a separate obligation.
- 22.2 **Entire understanding:** The Terms of Use and the Privacy Policy contains the entire understanding between the parties concerning the subject matter of Terms of Use and the Privacy Policy and supersedes all prior communications between the parties. Each party acknowledges that, except as expressly stated in Terms of Use and the Privacy Policy, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of another party in relation to the subject matter of Terms of Use and the Privacy Policy.
- 22.3 **No adverse construction:** The Terms of Use and the Privacy Policy are not to be construed to the disadvantage of a party because that party was responsible for its preparation.
- 22.4 **Further assurances:** A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents that are reasonably necessary to give full effect to the Terms of Use and the Privacy Policy.
- 22.5 **No waiver:** A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by the Terms of Use and/or the Privacy Policy does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under the Terms of Use and/or the Privacy Policy. A waiver of a breach does not operate as a waiver of any other breach.
- 22.6 **Severability:** Any provision of the Terms of Use and/or the Privacy Policy which is invalid in any jurisdiction must in relation to that jurisdiction:

- 22.6.1 be read down to the minimum extent necessary to achieve its validity, if applicable; and
- 22.6.2 be severed from these Terms of Use and the Privacy Policy in other case,
- without invalidating or affecting the remaining provisions of these Terms of Use and the Privacy Policy or the validity of that provision in any other jurisdiction.
- 22.7 **Successors and assigns:** The Terms of Use and/or the Privacy Policy binds and benefits the parties and their respective successors and permitted assigns.
- 22.8 **Consents and approvals:** Where anything depends on the consent or approval of a party then, unless the Terms of Use and/or the Privacy Policy provides otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of that party.
- 22.9 **Costs:** Each party must pay its own costs of and incidental to the Website and the Terms of Use and the Privacy Policy.
- 22.10 **Governing law and jurisdiction:** The parties:
- 22.10.1 agree that the Terms of Use and the Privacy Policy are governed by and must be construed in accordance with the Laws in force in specify New South Wales, Australia; and
- 22.10.2 submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to the Terms of Use and/or the Privacy Policy, its performance or subject matter.
- 22.11 **Notices:**
- 22.11.1 BriefBox may communicate with you by email or by posting communications on the Website. You consent to receive communications from BriefBox in this way.
- 22.11.2 All correspondence to BriefBox, including any queries you may have regarding this Website or these Terms of Use and the Privacy Policy, should be sent to:
- Email: info@briefbox.com.au
- Address: Level 17, 40 Mount Street North Sydney, NSW 2060, Australia
- 22.12 **Non merger:** A term or condition of, or act done in connection with, the Terms of Use and/or the Privacy Policy does not operate as a merger of any of the rights or remedies of the parties under the Terms of Use and/or the Privacy Policy and those rights and remedies continue unchanged.
- 22.13 **Operation of indemnities:**
- 22.13.1 each indemnity in the Terms of Use and the Privacy Policy survives the expiry or termination of the Terms of Use and the Privacy Policy; and
- 22.13.2 a party may recover a payment under an indemnity in the Terms of Use and the Privacy Policy before it makes the payment in respect of which the indemnity is given.
- 22.14 **No right of set-off:** Unless the Terms of Use and/or the Privacy Policy expressly provides otherwise, a party has no right of set-off against a payment due to another party.

These Terms of Use were last updated in March 2015.