

Terms and conditions

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The internet is not a secure medium and communications to and from our Website may be intercepted or altered in transit. We do not warrant that our Website is free from anything which may damage any computer which accesses our Website or data on such computer.

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Our Website and the information and facilities contained on our Website must not be used in any unlawful way, or for any illegal purpose, or in any manner that infringes the rights of the Firm.

In addition, you must not:

- data mine or conduct automated searches on our Website or the content on our Website, whether through the use of additional software or otherwise;
- incorporate any of the content on our Website or the Content, including advertising or promotional Materials;

- create links from our Website to any other website on the Internet, or frame or mirror our Website without our prior written consent; d) tamper with, hinder the operation of, or make unauthorised modifications to our Website or any Content;
- knowingly transmit any virus, worm or other disabling feature to or via our Website;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- advertise or offer to sell any goods or services, or conduct or forward surveys, contests, or chain letters; or
- delete any author attributions, legal notices or proprietary designations or labels in any file that is uploaded;
- use our Website to send commercial, unsolicited or bulk electronic messages to anyone or in any other way which would constitute an infringement of the Spam Act 2003 (Cth); or
- use the Firm's Website or any facilities available on our Website for any activities, or transmit to or via our Website any information or Content which:
 - breach any laws or regulations;
 - breach these Terms and Conditions of Use;
 - infringe a third party's rights (including intellectual property rights, rights of privacy or their trade secrets);
 - are inappropriate, offensive, obscene, threatening, indecent, inflammatory, pornographic, defamatory or confidential;
 - are false or misleading;
 - are discriminatory in breach of State or Commonwealth anti-discrimination legislation; or
 - identify a person or which can be used to identify a person (including any copy, photos or other pictorial representations) unless you have obtained that person's authority; or
- attempt to do, or permit another person to do, any of the above acts.

You access our Website at your own risk and you are responsible for compliance with the laws of your jurisdiction and these Terms and Conditions of Use.

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We do not represent or warrant that Content on our Website complies with the laws of any country outside of Australia. If you access our Website from outside Australia, you do so at your own risk.

PROVISION OF SERVICE

We may without notice suspend our Website or disconnect or deny you access to any part of our Website during:

- any technical failure;
- maintenance period that the Firm decides to utilise;
- if you fail to comply with any agreement with the Firm; or
- if you do, or allow to be done, anything which in our opinion may have the effect of jeopardising the operation of our Website.
- The Firm may make improvements and/or changes to our Website or Materials at any time without notice.

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You may download, print or copy information on our Website for your own use. Apart from this, you shall not sell, lease, furnish or otherwise permit or provide access to our Website to any other person and you must not use, reproduce, communicate, publish, or distribute any of the Content on our Website, unless this constitutes a fair dealing for the purposes of the Copyright Act 1968 (Cth). In particular, you must not reproduce or use any of the information on our Website for commercial gain.

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Bowes Legal makes no warranties or representations that Material or content on other websites to which our Website is linked does not infringe the intellectual property rights of any person anywhere in the world.

Bowes Legal is not authorising infringement of any intellectual property rights contained in material or content on other sites.

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You represent and warrant in relation to any material, content and/or information you provide to our Website that:

- you will not knowingly transmit any worm, virus or other disabling feature to or via our Website;
- you are authorised to provide the material and/or information;
- the Material and/or information is not defamatory or a malicious falsehood in relation to any product, service, person or corporation;

- the Material and/or information is not the 'passing off' of any product or service and does not constitute unfair competition;
- the Material and/or information does not infringe any intellectual property right including, but not limited to, trade marks, service marks or business names (whether registered or unregistered), confidential information and copyright;
- the Material and/or information does not infringe any legislation or regulations of the Commonwealth of Australia and the State of New South Wales including, but not limited to, the Trade Practices Act 1974 (Cth) and the Fair Trading Act 1989 (QLD) and equivalent state and territory legislation] and any other parliament competent to legislate in relation to our Website or any law in any country where the Material and/or information is or will be available electronically to users of our Website.

IMPROVEMENTS TO OUR WEBSITE

The Firm welcomes ideas and feedback from you about all aspects of our Website. You agree that we may reproduce, distribute, transmit, create derivative works of, and publicly display any Materials and other information (including ideas for new or improved products and services) that you submit to any public areas of our Website (such as forums) or by email to Bowes Legal.

SEVERANCE

If any part of these Terms and Conditions of Use are found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of the Terms and Conditions of Use and the severed part will not affect the validity and enforceability of any remaining terms and conditions.

APPLICABLE LAW

The law applicable to use of our Website and Materials and to disputes arising out of our Website, Materials and the Terms and Conditions of Use are governed by, and construed in accordance with the laws of the state of Queensland, Australia.

You agree to the exclusive jurisdiction of the courts of Queensland, Australia to determine any dispute arising out of the Terms and Conditions of Use.

INDEMNITY

By using our Website, you indemnify the Firm and its respective officers, employees and agents (the Indemnified) against any claim or proceeding that is made, threatened or commenced, and any liability, loss, damage or expense (including reasonable legal costs on a full indemnity basis) that the Firm incurs or suffers as a direct or indirect result of:

- a breach by you of these Terms and Conditions of Use;
- an actual or alleged breach by you of any law, legislation, regulation, by-law or code of conduct caused by data uploaded or downloaded from our Website;
- any claims brought by or on behalf of any third party relating to any act or omission by you.

GENERAL

The Firm may change the Terms and Conditions of Use at our discretion and without notice. A version of the current Terms and Conditions of Use will be available on our Website as they are changed.

If Bowes Legal does not act in relation to a particular breach by you of these Terms and Conditions of Use, this will not be treated as a waiver by Bowes Legal of our right to act with respect to subsequent or similar breaches.

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