

# LawCPD Corporate Account

## Terms & Conditions of Use

### Definitions

**Account** means a master account established by Us for Your use of the Services and which includes the User Accounts.

**Agreement** means the agreement constituted by these Terms and Conditions of Use and any other terms and conditions relating to the supply by Us of the Services.

**Account Administrator** means an individual nominated by You who is responsible for the management of Your Account.

**Confidential Information** means any confidential information that relates to Your access and details of Your Account or a User Account including but not limited to passwords and personal information.

**CPD Credit Point** means a credit point purchased by You which can be exchanged for CPD Modules on the Website.

**CPD Modules** means all interactive educational programs, educational material or information in any other form which is accessed and downloaded by a User via a User Account from Our Website.

**CPD Point** has the meaning given by the *Legal Profession Rules 2009 (WA)*.

**Fees** means the amounts You are required to pay Us for the Services.

**Order** means an order of the Services.

**Privacy Policy** means Our privacy policy applying to the Services located at [www.LawCPD.com.au/content/policies](http://www.LawCPD.com.au/content/policies)

**Services** means the provision of the CPD Modules, educational materials, and papers by Us which You download from Our Website to enable You to earn CPD Points.

**Tax Invoice** means an invoice we will issue to You for payment of the Fees.

**Terms and Conditions of Use** means these terms and conditions, as amended or varied from time to time, together with any other terms and conditions contained on Our Website and includes Our Website Terms and Conditions of Use.

**Use** means the use of Our Services and the interactive and on-line participation in CPD Modules downloaded from Our Website.

**User** means a user of Our Services and that You

nominate as the recipient of a User Account for the purposes of accessing the Services.

**User Account** means an individual user account created to enable a User to access the CPD Modules.

**Us, Our and We** means LawCPD Pty Ltd (ACN 134 051 344).

**Website** means the website at the web address [www.LawCPD.com.au](http://www.LawCPD.com.au).

**Website Terms and Conditions of Use** means the website terms and conditions of use applying to the access by You of Our Website located at [www.LawCPD.com.au/content/policies](http://www.LawCPD.com.au/content/policies).

**You or Your** means You the customer, Your employees, agents, representatives, contractors and nominees and includes Users.

### Unless expressed to the contrary:

- (a) words importing the singular include the plural and vice versa;
- (b) if a word or phrase is defined, cognate words and phrases have the same meaning;
- (c) a reference to:
  - (i) a person includes its legal representatives, successors and assigns; and
  - (ii) a clause is a reference to a clause of the terms and conditions to this Agreement.
- (d) In the event of any inconsistency between this Agreement and Our Website Terms and Conditions of Use, the terms of this Agreement will prevail.

**1. BINDING AGREEMENT**

A binding Agreement between You and Us arises when:

- (a) We accept in writing an Order from You for Our Services;
- (b) You provide Us with the information required in clause 2; and
- (c) You pay to Us the Fees in accordance with the terms of clause 4.

**2. YOUR OBLIGATIONS TO PROVIDE INFORMATION**

You agree that when You place an Order with Us You will:

- (a) provide Us with the name, email and contact details of Your Account Administrator;
- (b) provide Us with the names, emails and contact details of all Users who will have access to the CPD Modules; and
- (c) specify the number of CPD Credit Points You are purchasing and the amount to be allocated to each User.

**3. OUR OBLIGATIONS TO CREATE YOUR ACCOUNT**

Upon the formation of a binding agreement between Us in accordance with clause 1, We will:

- (a) create Your Account;
- (b) create the User Accounts;
- (c) allocate to Your Account the total number of CPD Credit Points You have purchased; and
- (d) provide You with details on how to access the CPD Modules.

**4. PAYMENT OF THE FEES**

- (a) In consideration of Us providing to You the Services, You agree to pay to Us the Fees.
- (b) You must pay Our Fees within 14 days of the due date for payment specified in the Tax Invoice. If We do not receive Your payment of the Fees in accordance with this clause 4, We will not process Your Order.

**5. NO REFUND OF FEES**

We will not refund any Fees paid by You or credit You with any amount:

- (a) where, after the creation of this Agreement, You change Your mind or no longer need or require the Services;
- (b) for the value of any unused CPD Credit Points;
- (c) Where You elect to close Your Account (and subsequently any User Accounts); or
- (d) if We are required to suspend or cancel Your Account because of Your misuse or contravention of this Agreement.

**6. OUR PROVISION OF THE SERVICES TO YOU**

We take all measures necessary to ensure that You can access the CPD Modules. Where any part of the Services cannot be provided to You because of a fault or error on Our Website, directly caused or contributed to by Us, We will notify You (and Your Users) by electronic mail. We will also let You know when You can expect the Services to be restored.

**7. YOUR USE OF CPD CREDIT POINTS & ACCESS TO SERVICES**

- (a) We will allocate to Your Account the amount of CPD Credit Points You have purchased.
- (b) We will then allocate the CPD Modules You nominate to the User Accounts You specify. You may provide this information to Us by email.
- (c) Subject to You complying with the terms of this Agreement, unused CPD Credit Points will not expire and may be accumulated by You for use by another User or for new CPD Modules.

**8. YOUR GENERAL OBLIGATIONS**

- (a) You agree that You and each of Your Users have read and agreed to be bound by this Agreement. You further agree to be bound by the terms of Our Website Terms and Conditions of Use and Our Privacy Policy.
- (b) You agree and will procure that Your

Users agree that You must not disclose to any person Your Account details, passwords, logins or the Confidential Information.

- (c) You agree that the Services are intended to be used by Users solely for the purposes of enabling them to earn CPD Points and fulfilling their professional obligations. You agree that You will not use any part of the Services or the CPD Modules for any in-house or external training and that You will not provide access to the Services or the CPD Modules to any unauthorized third party.
- (d) You agree that You will indemnify Us for all losses or claims, however arising, out of, or in connection with, any breach of this Agreement.

#### **9. CANCELLATION OR SUSPENSION OF YOUR ACCOUNT**

We reserve the right to cancel or suspend Your Account or a User Account:

- (a) if You have requested a cancellation or suspension Your Account or a User Account;
- (b) if You misuse or misappropriate any part of the Services or the CPD Modules in any way;
- (c) if You breach any term or condition of this Agreement; or
- (d) for any other reason, at Our sole discretion, on 7 days written notice to Your Account Administrator of Our intention to cancel or suspend Your Account.

#### **10. OUR INTELLECTUAL PROPERTY RIGHTS**

- (a) The Services and CPD Modules We provide to You are protected by copyright. Other than for the purposes and subject to the conditions prescribed under the *Copyright Act 1968 (Cth)*, no part of the Services or the CPD Modules (whether accessed via Our Website or otherwise) may in any form or by any means (electronic, mechanical, micro copying, photocopying, recording, or otherwise) be reproduced, uploaded to a third party website, linked to, framed, stored in a retrieval system or transmitted without Our prior written permission to do so.

- (b) You must not in any form or by any means commercialise any part of the Services or the CPD Modules that We provide to You without Our prior written permission to do so.
- (c) Our Website includes registered trademarks owned or licenced by Us (Our "**Trademarks**"). You must not use any of Our Trademarks for any purpose whatsoever without Our prior written consent to do so.

#### **11. THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**

- (a) We are not necessarily the authors of the subject matter comprising the Services or the CPD Modules that You access from Our Website.
- (b) The subject matter comprising the Services and the CPD Modules is created by third parties selected by Us based on their relevant experience and expertise in their respective field.
- (c) Accordingly all rights are expressly reserved by third party contributors or authors comprising any part of the Services or the CPD Modules.
- (d) The Services and the CPD Modules We provide to You are for Your Use only and are protected by copyright. Other than for the purposes and subject to the conditions prescribed under the *Copyright Act 1968 (Cth)*, no part of any of the Services or the CPD Modules may in any form or by any means (electronic, mechanical, micro copying, photocopying, recording, or otherwise) be reproduced, uploaded to a third party website, linked to, framed, stored in a retrieval system or transmitted without the prior written permission of the author or contributor.

#### **12. CONFIDENTIALITY**

- (a) We will treat all Confidential Information You provide to Us as confidential.
- (b) We will only disclose Your Confidential Information to:
  - (i) Your Account Administrator and Your Users who have a need to know that information; and
  - (ii) any legal, statutory or

regulatory body or authority to whom We are required to disclose that information.

### **13. EXCLUSIONS**

- (a) We aim to provide You with up to date information concerning the requirements for Your accumulation of CPD Points. We do not, however, warrant the accuracy of the Services or the CPD Modules.
- (b) No part of the Services or the CPD Modules must be used as a substitute for legal advice.

### **14. LIMITATION OF OUR LIABILITY**

Except where to do so would cause any part of this Agreement to be illegal, void or unenforceable:

- (a) We exclude all conditions and warranties implied into this Agreement;
- (b) to the fullest extent permitted by applicable law, are not liable to You or anyone else for any loss or damage, however caused (including negligence), which may be directly or indirectly suffered by or in connection with Your use of Our Services and Website;
- (c) We exclude liability (whether that liability arises under contract, tort (including negligence) or statute) for any special, indirect or consequential loss or damage (including without limitation loss of revenue and loss of, or damage to, data) suffered or incurred in connection with Our Services and Website;
- (d) We make no warranty as to the completeness or accuracy of any material or as to its merchantability or fitness for a particular purpose. We are not liable to You or anyone else if errors occur in the CPD Modules or on Our Website or if that information is not accurate or up-to-date;
- (e) We do not support or endorse the opinions, commentary or views of any contributing third party or supplier of information used for the purpose of CPD Modules available on Our Website;
- (f) no part of the Services or any of the information on Our Website should

be construed as legal advice or used for the purposes of providing legal advice and We are not liable to You or any other party for any misuse by You of the Services;

- (g) We will are not liable to You for disruptions to Our Website which may impact on Your ability to access all or part of the Services;
- (h) We will not be responsible for any inability by a User to access CPD Modules that is not directly or indirectly caused by Us; and
- (i) We are not liable to You or anyone else if Your use of the Services or Our Website interferes with or damages Your computer or computer system. You must take Your own precautions to ensure that whatever You select for use from Our Website is free of viruses or anything else that may interfere with or damage the operation of Your computer or computer systems.

### **15. TERMINATION OF AGREEMENT**

We may, at Our sole discretion, terminate this Agreement by notice in writing to You if one of the following events occurs:

- (a) You are in breach of a material term to this Agreement;
- (b) You become insolvent;
- (c) A receiver, administrator or other controlled (as defined by the *Corporations Act 2001*) or similar officer is appointed for You or over Your assets; or
- (d) You enter into or resolve to enter into any arrangement with or assignment for the benefit of Your creditors or any class of them.

### **16. GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the law in force in Western Australia.