



Social Media Terms and Conditions of Use

About Social Media

1. The **Social Media Sites** referred to in this policy include but are not limited to the profile and other pages for Support Legal on third party platforms Facebook, Twitter, LinkedIn, YouTube and Google+.
2. The Social Media Sites are operated by Support Legal Pty Ltd ABN 56 615 364 755. Access to and use of the Social Media Sites, or any of the associated products or services, is provided by Support Legal. Please read these **Terms** and conditions carefully.
3. Access to and use of the third-party platforms is subject to and conditional upon the terms and conditions of those third-party platforms.
4. Support Legal reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Support Legal updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

Acceptance of the Terms

5. Support Legal provides clear access to a copy of these Terms on its website and each of its Social Media Sites.
6. You accept the Terms by remaining on the Social Media Sites.
7. By using, browsing, reading, posting and/or commenting on the Social Media Sites, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease using the Social Media Sites, or any of the products or services, immediately.
8. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Support Legal in the user interface.

Interaction with the Social Media Sites

9. Support Legal encourages people to use all features of the Social Media Sites, including but not limited to subscribing to email newsletters, posting material, making comments and interacting with both Support Legal and other people using the Social Media Sites. Use of the Social Media Sites is open to any member of the public.
 10. When using the features of the Social Media Sites, including but not limited to subscribing to email newsletters, posting material, making comments and interacting with both Support Legal
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and other people using the Social Media Sites, you grant to Support Legal a royalty free, perpetual, non-exclusive, irrevocable paid up licence to:

10.1 Use, reproduce and adapt your contributions; and

10.2 Perform any other act with respect to the intellectual property contained in your contributions and to use those rights for commercial purposes.

11. Support Legal will ensure that your contribution is acknowledged by ensuring you are identified as the author.
12. You are fully responsible for any material, comments, interactions or content that you publish or submit for publication. Support Legal will not be liable in any way for any content to the full extent permitted by law. Support Legal will not in any way authorise, endorse, approve or support any material published by you or any other person to the Social Media Sites.
13. You agree and warrant that in publishing any material, comments or other content to any of the Social Media Sites you will:
 - 13.1 Be the author or intellectual property owner of the content you use or obtain the prior consent of any authors or owners of any intellectual property rights in any content that you use; and
 - 13.2 Comply with all applicable laws and regulations, including the terms and conditions of any platform for the Social Media Sites.
14. You agree and warrant that in publishing any material, comments or other content to any of the Social Media Sites you will not:
 - 14.1 Make statements about or otherwise discuss or infer a discussion about the personal legal matters of anyone other than yourself;
 - 14.2 Claim to be or represent any other person or business without express permission;
 - 14.3 Use content that may contain viruses or cause injury or harm to any person or business or device;
 - 14.4 Abuse, harass, threaten or violate the legal rights of another person or business;
 - 14.5 Mislead or act in a deceptive, false or defamatory manner;
 - 14.6 Insult, threaten or use inappropriate language against any person or group of people or do anything which a reasonable person may find offensive or hurtful;
 - 14.7 Make statements which may interfere with or cause prejudice to any current, foreseeable or recent civil or criminal legal matters, or any proceedings before any court or tribunal or the subject of any matter under investigation by police or any other authority;
 - 14.8 Incite, attempt to incite or express views of hatred on the basis of any characteristic recognised by anti-discrimination laws;
 - 14.9 Use indecent, immoral, obscene, pornographic or other inappropriate language, information or content, including links;
 - 14.10 Interfere with the intellectual property rights of any other person or business;

- 14.11 Include the personal information of any other person or business;
 - 14.12 Use any commercial advertising material or content of a commercial nature;
 - 14.13 Deliberately provide content or information which is irrelevant or disrespectful to the topics being discussed or subject area of the Social Media Sites;
 - 14.14 Be otherwise illegal, immoral, indecent or disrespectful.
- 15. You indemnify us to the full extent permitted by law for any liability incurred by us whatsoever in relation to your use of any of the Social Media Sites.
 - 16. Support Legal or any other authorised administrator on the Social Media Sites has the right to delete, remove or otherwise discount any material, comments or other content posted by any person or business that breaches or is an attempt to defy these Terms.
 - 17. Support Legal may, without notice, block or otherwise ban any person or business who repeatedly breaches or attempts to defy these Terms.

Disclaimer

- 18. The opinions, information and comments expressed in any content provided by Support Legal on the Social Media Sites are provided for general information only. Support Legal does not control the content provided by any other person or business. The disclaimers contained in these Terms apply to content provided by any other person or business and the disclaimers apply to the benefit of Support Legal.
- 19. Opinions, information and comments expressed are not legal advice and should not be taken to be legal advice specific to any person or business or situation. You must not rely on content within Social Media Sites as legal advice for your situation. In all instances where legal advice is sought, specific legal advice must be sought either as a client of Support Legal or by your own independent inquiries.
- 20. Support Legal does not accept responsibility for any errors, including by negligence, on any Social Media Sites. Support Legal does not represent or warrant that any statements, information or other content is accurate, complete or applicable in actual situations.
- 21. Support Legal does not guarantee, and accepts no legal responsibility, arising from or in connection with any reliance on the accuracy, reliability, currency, correctness, completeness or applicability to any situation of any material, information or content contained on the Social Media Sites.
- 22. Support Legal makes reasonable efforts to monitor and/or moderate the content on its Social Media Sites. However, it cannot always respond quickly and therefore there may be some time between posting and action by Support Legal or another authorised administrator.
- 23. Any third-party content on the Social Media Sites is subject to the terms and conditions of use provided by that third party. You do not obtain a licence or other right to use such information unless that licence or right is obtained directly from the third party providing that content. You may need to agree to the terms of use of that third-party Social Media Sites.

24. Support Legal is not responsible for the accuracy of information or content on third party Social Media Sites or social media sites and does not warrant or guarantee that any links or third party content is free from any computer viruses, malware or other software.
25. Support Legal is not responsible or liable for any expenses, losses, damages or costs incurred as a result of the information or content provided by third parties or by any other person or business.
26. Support Legal does not endorse, approve or make any other representations about the information, content or owners of third party sites.
27. You understand and accept that any information provided by you to any of the Social Media Sites becomes available to the public and cannot be controlled by Support Legal. Support Legal therefore recommends that you do not discuss any matters of a personal or private nature.

Email Newsletters

28. Support Legal provides email newsletters from time to time to its subscribers.
29. All of the Terms in this policy apply to email newsletters.
30. Third party contributors to the email newsletters grant to Support Legal a royalty free, perpetual, non-exclusive, irrevocable paid up licence to:
 - 30.1 Use, reproduce and adapt their contributions; and
 - 30.2 Perform any other act with respect to the intellectual property contained in their contributions and to use those rights for commercial purposes.
31. Support Legal will acknowledge the work of third party contributors.

Copyright and Intellectual Property

32. The Social Media Sites, the content and all of the related products and services of Support Legal are subject to copyright. The material on the Social Media Sites is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the content and compilation of the Social Media Sites (including but not limited to text, graphics, logos, button icons, video images, audio clips, website, code, scripts, design elements and interactive features) or the content are owned or controlled for these purposes, and are reserved by Support Legal or its contributors.
33. All trademarks, service marks and trade names are owned, registered and/or licensed by Support Legal, who grants to you a worldwide, non-exclusive, royalty-free, revocable license to:
 - 33.1 Use the Social Media Sites pursuant to the Terms;
 - 33.2 Copy and store the material contained in the Social Media Sites in your device's cache memory; and
 - 33.3 Print pages from the Social Media Sites for your own personal and non-commercial use.
34. Support Legal does not grant you any other rights whatsoever in relation to the Social Media Sites or the content. All other rights are expressly reserved by Support Legal. You must not do anything which may interfere with or breach those laws or intellectual property rights in the content.

35. As far as permissible by law, Support Legal retains all rights, title and interest in the Social Media Sites and all related content. Nothing you do on or in relation to the Social Media Sites will transfer any:

35.1 Business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or

35.2 A right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or

35.3 A thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),

to you.

36. You may not, without the prior written permission of Support Legal and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the content or third party content for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Social Media Sites which are freely available for re-use or are in the public domain.

Privacy

37. Support Legal takes your privacy seriously and any information provided through your use of the Social Media Sites and/or content are subject to the Support Legal Privacy Policy, which is available on our website and each Social Media Site.

General Disclaimer

38. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

39. Subject to clauses 38 to 40, and to the extent permitted by law:

39.1 All terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and

39.2 Support Legal will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the content or these Terms (including as a result of not being able to use the content or the late supply of the content), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

40. Use of the Social Media Sites and the content is at your own risk. Everything on the Social Media Sites and the content is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Support Legal make any express or implied representation or warranty about the content or any products or content (including the products or content of Support Legal) referred

to on the Social Media Sites. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- 40.1 Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- 40.2 The accuracy, suitability or currency of any information on the Social Media Sites, the content, or any of its content related products (including third party material and advertisements on the Social Media Sites);
- 40.3 Costs incurred as a result of you using the Social Media Sites, the content or any of the products of Support Legal; and
- 40.4 The content or operation in respect to links which are provided for your convenience.

Limitation of Liability

41. The total liability of Support Legal arising out of or in connection with the content or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the content to you.
42. You expressly understand and agree that Support Legal, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
43. You acknowledge and agree that Support Legal holds no liability for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you as a result of providing your content to the Social Media Sites.

Termination of Contract

44. If you want to terminate the Terms, you may do so by ceasing to use the Social Media Sites.
45. Support Legal may at any time, terminate the Terms with you if:
 - 45.1 You have breached any provision of the Terms or intend to breach any provision;
 - 45.2 Support Legal is required to do so by law;
 - 45.3 The provision of the services to you by Support Legal, is in the opinion of Support Legal, no longer commercially viable.
46. Subject to local applicable laws, Support Legal reserves the right suspend or deny, in its sole discretion, your access to all or any portion of the Social Media Sites or the services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts the name or reputation of Support Legal or violates the rights of those of another party.
47. When the Terms come to an end, all of the legal rights, obligations and liabilities that you and Support Legal have benefitted from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by

this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

Indemnity

48. You agree to indemnify Support Legal, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

48.1 All actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;

48.2 Any direct or indirect consequences of you accessing, using or transacting on the Social Media Sites or attempts to do so; and/or

48.3 Any breach of the Terms.

Dispute Resolution

Compulsory

49. If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following clauses have been complied with (except where urgent interlocutory relief is sort).

Notice

50. A party to the Terms claiming a **Dispute** has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

Resolution

51. On receipt of that **Notice** by that other party, the **Parties** to the Terms must:

51.1 Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;

51.2 If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the Parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;

51.3 The Parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The Parties must each pay their own costs associated with the mediation;

51.4 The mediation will be held in Queensland, Australia.

Confidential

52. All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

Termination of Mediation

53. If 2 months have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either Party may ask the mediator to terminate the mediation and the mediator must do so.

Venue and Jurisdiction

54. The services offered by Support Legal are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Social Media Sites, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.

Governing Law

55. The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

Independent Legal Advice

56. Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

Severance

57. If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.