



SITE TERMS

The website checklistlegal.com and the profile pages on social media platforms including [Instagram](#), [SoundCloud](#), [LinkedIn](#) and others (**Sites**) are operated by Checklist Legal Pty Ltd ACN 643 121 279 (**Checklist Legal, us, our**).

We are delighted you decided to pay us a visit!

Please read these terms carefully and stick to the rules, so we can stay delighted with you 😊

- ▶ These terms (i.e. this document) set out our 'house rules' for our Sites (**Site Terms**)
- ▶ By visiting our Sites, you agree to these Site Terms, as well as our [Privacy Policy](#) (**Terms**).
- ▶ These Terms apply to everyone who uses our Sites, so we've tried to make them easy to understand and fair.
- ▶ If you don't agree to our Terms, that's okay, but you must **stop** accessing and using our Sites at once.



We own all IP Rights

Don't misuse our **Site** or **Resources**. We own all IP in Sites & Resources (i.e. our late nights & early mornings developing our ideas)



Not legal advice

Sites + Resources give general info... they are not a replacement for legal advice.



Security

We have systems & processes to store + manage info, but email, internet, and our Sites may not be 100% secure



We protect our rights

If you misuse our Site or Resources, you might have to compensate us. Don't misuse our Sites or Resources



We may use content you submit

You can interact with respectfully with our Site (*we hope you do!*). We may use & re-purpose content you submit.

Contact us if you have any questions or ideas for improvements → ideas@checklistlegal.com
Policy last updated: Aug 2020 | When we update our Site Terms, we let you know

Using our Site

Our Site has materials, information, and resources which we lovingly and carefully created and curated (**Resources**).

- ▶ We grant you a licence to use our Site and Resources as set out in these Terms. This licence is...
 - ▷ non-exclusive (*other people can use them too and will get a similar licence*)
 - ▷ revocable (*we can withdraw this licence from you if we want to, at any time*)
 - ▷ non-transferable (*you cannot transfer this licence to someone else or re-licence our Site or Resources*)
- ▶ We are happy for you to use our Site and Resources but only if you use them with our permission in line with these Terms.
 - ▷ Any other uses are not allowed unless we first give you permission in writing.

Our Site and Resources are for general information... **not legal advice**

We think our Sites and Resources are awesome, but they are in no way a replacement for talking with a real human lawyer and getting independent legal advice.

- ▶ We offer general information only, which might not be right for your specific needs or circumstances.
- ▶ Get legal or other professional advice (like financial advice) that fits your circumstances before using Resources.
 - ▷ We use reasonable efforts to ensure Resources are correct, but we can't promise they will be 100% accurate or complete.
 - ▷ You read, use, and act on our Site and our Resources at your own risk.
- ▶ We are not your lawyer until you and we agree on the terms of the engagement, set out in our legal services agreement with you.

Competitors & imitators... we're flattered you stopped by, but this Site isn't for you

You must not use our Site and Resources in a way that competes with our business or breaches our IP rights.

- ▶ If you want to **collaborate** with us, would like to **license** or **repurpose** our Resources for your own use or use with your clients, contact us: ideas@checklistlegal.com (we love working with wonderful people!).

Getting clear on our IP rights (i.e. our late nights and early mornings creating and perfecting our ideas and resources)

Unless we specify otherwise, we own or licence all rights, title, and interest (including intellectual property rights) in our Site and all Resources. Using our Site or Resources does not grant or transfer you any rights, title or interest in our Site or Resources.

- ▶ Provided you link back to this site and provide a named credit where appropriate (e.g. via [@checklistlegal](#), via [Checklist Legal](#)) , feel free to:
 - ▷ Link to this Site;
 - ▷ Sample & re-post up to 100 words on any other site; or
 - ▷ Print off up to 10 copies of a free Resource.

Unless you get our prior written permission, you are **not** allowed to:

- ⊗ Sell or otherwise re-use Resources (digital or hard copies) for commercial purposes;
- ⊗ Re-post any Resources in their entirety somewhere else; or
- ⊗ Change, edit, build upon, copy, or use, in whole or in part, any Resources (except when validly bought for your own use);
- ⊗ Breach IP rights connected with our Site or Resources, including changing our Resources, causing a Resource to be framed or embedded in another website or platform, or creating derivative works from our Resources.

Buying templates and products from us

We are a law firm, but not everything you buy from us means we are your lawyer.

- ▶ Using our Site or Resources, listening to a webinar or livestream etc, or following us on social media does not create a [client - lawyer relationship](#).
- ▶ We are not your lawyer until you and we agree on the terms of the engagement, set out in our legal services agreement with you.

<p>‘Do it yourself’ Docs Checklist Legal template documents</p>	<p>‘Do it with me’ Docs Checklist Legal templates docs + guidance</p>	<p>Legal Services Lawyering made to measure</p>
<div style="text-align: center;">  </div> <ul style="list-style-type: none"> ▶ You are responsible for how you use, fill out, edit, and execute DIY Docs. ▶ We cannot promise DIY Docs will be perfect for your individual situation, so we cannot and do not offer any warranties or guarantees for DIY Docs. <p>What’s <u>not</u> included?</p> <ul style="list-style-type: none"> ⊗ You can’t sit with us. DIY Docs are just that... Do it yourself, as is, we aren’t involved in getting them set up. <p>Get in touch with us if you’d like to discuss an upgrade to a ‘Do it with me’ Doc.</p>	<div style="text-align: center;">  </div> <p>DIY Docs plus....</p> <ul style="list-style-type: none"> ▶ We work through your questions and help re-work our DIY Docs, based on the information you give us. ▶ DIWM Doc service includes one round of changes and a consultation. <p>What’s <u>not</u> included?</p> <ul style="list-style-type: none"> ⊗ More than one round of changes ⊗ Negotiating with another person or business. ⊗ External costs (e.g. ASIC fees) <p>We’ll give you a fixed price quote for our legal services for more complex requirements.</p>	<div style="text-align: center;">  </div> <p>The terms and conditions for legal services and contract design services we may supply to you will be set out in a separate Legal Services Agreement with you.</p>

About our basic documents and services: ‘Do it yourself’ Docs and ‘Do it with me’ Docs

We price our basic template documents as ‘Do it yourself’ template documents (**DIY Docs**) so they are accessible for people who want or need a basic business document and they want it now without waiting for a lawyer!

- ▶ Creating a document that is **simple** and **readable**, as well as covering *every* single potential issue that might crop up for every type of business and industry is pretty much impossible (*but we’ll keep trying!*)
- ▶ Our **DIY Docs** and other Resources might not work for your individual circumstances, so do not offer any warranties or guarantees for DIY Docs.
- ▶ **DIY Docs** are good for businesses starting out or low risk and low value transactions only – not for critical business activities, or businesses wanting to grow. As your business grows or issues become higher value or higher risk, consider engaging a lawyer for more tailored advice.

Paying for Resources

For most documents, products, Resources, and other items you buy from us, you will need to pay for them at once.

- ▶ We may agree to alternative payment arrangements with you in writing.
- ▶ If products or services require payment, and you do not pay for them, you are not entitled to use them or otherwise benefit from them.

Payment options - We have a few payment options available on our Sites.

- ▶ The payment method you choose might have extra conditions imposed by the relevant payment processor (*or by your bank, e.g. currency conversions*). Please check the conditions before using your selected payment method.

Prices

Prices we display on our Sites are:

- ▶ in AUD (Australian currency) unless we clearly say otherwise; and
- ▶ include GST (if it applies).

We might update our prices from time to time. We don't have to give you notice if we change our pricing (because it's our pricing!).

Refunds

If you buy something from us and hate it, let's talk about it.

- ▶ We want satisfied customers, so if there is something wrong [let us know](#) and we will try to fix it.

Your rights at law: [Consumer Guarantees](#)

Consumers have certain rights under the [Australian Consumer Law \(ACL\)](#), and nothing in these Terms excludes your rights to [Consumer Guarantees](#).

We don't tolerate bad behaviour on our Sites

Engaging in this kind of bad behaviour may result in us reporting you to relevant authorities and/or removing your access to our Site and Resources without notice.

- ⊗ When you use our Site and Resources, you must not do (or *try* to do) anything **unlawful** or which we reasonably think is inappropriate or might damage our reputation.
- ⊗ You must not breach anyone's **privacy** or other legal rights (including uploading private or personal info without consent).
- ⊗ We're okay with a friendly, professional debate or reasoned disagreement... What we will not tolerate is any behaviour which **offends, humiliates, intimidates, insults, or ridicules** another person based on attributes including **race, sexual orientation, religion, gender identity and disability**.
- ⊗ Don't use our Site to **defame** or **harass** any person, or to send unsolicited email messages (i.e. **SPAM**).
- ⊗ Don't interfere with other people using our Site.
- ⊗ You must not **tamper** with or modify our Site, or knowingly **send viruses** or other disabling features, including by using trojan horses or programming routines that may damage or interfere with our Site.

Closing down our Site or excluding you from our Site

We may, at any time and without notice to you, close our Site or parts of it.

- ▶ We can exclude anyone from our Site. This will generally be because they engaged in the bad behaviour mentioned **above**.
- ▶ We are not responsible for any loss or damage you suffer in connection with our decision to exclude you from the Site or close down the Site.

We can use the content you upload to our Site

We may let you post, upload, or submit information or content to the Site (**User Content**).

- ▶ If you post User Content to our Sites, you grant us a broad global, transferable, and royalty-free licence to use that User Content as we see fit.
- ▶ This means we might use, copy, adapt, distribute, license, transfer, disclose, publicly display, & make use of such User Content via our Sites.

If you make User Content available on our Site, you are **fully responsible** for it.

- ▶ You represent to us you either own or have the appropriate rights to use User Content and can grant us the rights to make use of such User Content as set out in these Terms.
- ▶ You also promise us that making the User Content available on the Site won't infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may remove any User Content at any time.

Changes

Changes to our product and service descriptions

Sometimes we might need to update pricing or descriptions of products and services

- ▶ We might need to refuse or cancel your online orders if our Site information or products and services are incorrect. We try to do this within a reasonable time of realising the error.

Changes to these Terms

- ▶ We may change these Terms at any time, whenever we want, **just to match our mood**.
 - ▷ When we do, we put the updated Terms on our Site and, if possible, we also notify you via email.
 - ▷ When you visit our Site, check the Terms each time to make sure you are still happy to use the Site on these conditions
- ▶ Resources and our Site change all the time and may change without notice to you.
 - ▷ We do not promise to keep our Site updated, so we aren't responsible if our resources or info are inaccurate or out-of-date.

We limit our liability

Checklist Legal and our officers, employees and related entities limit our liability to you as follows:

- ▶ To the maximum extent allowed by law, we are not responsible for any loss or damage arising from or in connection with your use of our Site or Resources.
- ▶ We cannot guarantee our Resources are correct, up-to-date, and suitable for any particular purpose other than **general amusement**, and even then, no promises.
- ▶ We cannot guarantee Site access will be continuous or error-free (*you know what technology is like sometimes*).
- ▶ Whilst we use reasonable efforts to maintain security, we cannot guarantee our Site will be 100% secure.

We exclude all liability (to the extent we can under law) suffered by you or any third party, in connection with your use of our Site or Resources (or lack of access), any loss or corruption of data, or the fact our Resources are incorrect, incomplete or out-of-date.

Our liability for any breach of a condition or warranty under these Terms is limited to the extent provided for by Australian Consumer Law. This means we'll replace or resupply goods or services that fail to meet a consumer guarantee or arrange for another remedy required by Australian Consumer Law.

If you cause us loss or damage, you'll need to compensate us

To the extent allowed by applicable laws, you must pay us for any loss or damage you cause us that arises from or in connection with:

- ⊗ Your use of the Site or Resources;
- ⊗ Your breach of these Terms; and / or
- ⊗ Your breach of applicable laws.

Linking to other websites and resources

Our Site has links to websites run by other people. We do not control or approve, and are not responsible for, any content on those websites. You'll need to decide for yourself if those websites and resources are suitable for you.

Other key details

Ending these Terms: These Terms continue until we terminate them, which we may do at any time and without notice to you.

Continuing restrictions: All restrictions these Terms impose on you and the limits we place on our liability in these Terms will survive for at least 6 years after termination.

Passwords: If we choose to give you a username and/or password to access Site features or extra Resources, you must keep those details **confidential**. You are responsible for any unauthorised use or misuse of your passwords and resulting use of the Site and Resources.

No waiver of rights: The delay or failure to exercise rights or a partial exercise of rights is not a waiver of those rights.

Invalid terms severed: If a court of law decides one or more parts of these Terms are invalid or unenforceable, those parts are severed from these Terms and other parts remain in full force and effect.

Governing law: The laws of the State of Victoria, Australia govern these Terms.

Accessing the Site: We do not promise our Site complies with any laws outside Victoria or outside Australia. If you access our Site from outside Australia, you do so at your own risk. You are responsible for following applicable laws where you access our Site.

Complaints and questions: Are we living up to our promise of a clear and understandable Terms?

Reach out if you have questions about these Terms or how we explain our expectations about your use of the Site & Resources.

- ▶ We know we won't always get things perfect, so we appreciate your feedback to improve → ideas@checklistlegal.com
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