

Terms and Conditions for use of Legal Economy Pty Ltd Website

Introduction

This Agreement is entered into between:

- Ñ You, the User; and
- Ñ Legal Economy Pty Ltd.

Legal Economy Pty Ltd operates the Legal Economy Pty Ltd Website (Website) which is available via <http://www.legaleconomy.com.au>.

Amongst other things, the Website permits Solicitor Users to post Work and to request Tenders from Barrister Users to perform that Work. Legal Economy Pty Ltd provides a set of Standard Tender Terms which, absent alternative agreement between a Solicitor User and a Barrister User, govern the relationship between the Solicitor User and the Barrister User.

The Website's success depends on (i) ensuring protection of the interests of Clients, including the maintenance of Client confidentiality and privilege; and (ii) Users having confidence that all other Users are Australian Legal Practitioners.

These Terms and Conditions set out the basis on which Legal Economy Pty Ltd permits You to use the Website, impose obligations on You, and affect your rights to recover from Legal Economy Pty Ltd in the event that something goes wrong.

These Terms and Conditions as amended from time to time, and any version of these terms applicable at any earlier time, are available from <http://www.legaleconomy.com.au/websiteterms/>.

Purposes

These Terms and Conditions are intended to:

- A. Be an agreement entered into between each User and Legal Economy Pty Ltd which establishes the legal relationship between each User and Legal Economy Pty Ltd;
- B. Protect Clients and Users by requiring acknowledgement by all Users that they are Australian Legal Practitioners who hold appropriate current practising certificates;
- C. Protect Clients and Solicitor Users by obliging Barrister Users to maintain confidentiality in respect of all Client Information made available by Solicitor Users through the Website;
- D. Require acknowledgment by Users that the Website may not satisfy their requirements for engaging a Barrister or for finding work for which they are appropriately skilled;
- E. Protect Legal Economy Pty Ltd from any claim arising from any User's use of the Website, any failure of the Website, any User's reliance on the Standard Tender Terms, any User's failure to perform obligations pursuant to an Accepted Tender and any claim from any person who alleges they have suffered a consequential loss; and
- F. Permit Legal Economy Pty Ltd at its sole discretion to (i) revoke any User's permission to use the Website; (ii) remove any Work on the Website; or (iii) take

any action which it considers fit to protect the interests of any Client, User, or itself.

To the extent that there is any ambiguity in the language or operation of these Terms and Conditions, the "Introduction" and "Purposes" sections of this Agreement should inform the interpretation of the Agreement.

Definitions

1. The following terms have the stated meanings as used in this Agreement:
 - a. Accepted Tender means a Barrister User's Tender to perform Work which has been accepted by the Solicitor User who posted the Work to the Website so constituting a contract between the Solicitor User and the Barrister User with terms comprising:
 - i. the Standard Tender Terms;
 - ii. the Work;
 - iii. any variations to the Standard Tender Terms stated in the Work;
 - iv. the Tender; and
 - v. any variations to the Standard Tender Terms stated in the Tender, with any variations to the Standard Tender Terms prevailing over the terms of the Standard Tender Terms to the extent of any inconsistency.
 - b. Agreement means these Terms and Conditions.
 - c. Australian Legal Practitioner means an Australian lawyer (or in South Australia, a legal practitioner) who holds a current Australian practising certificate within the meaning of the Legal Profession Laws.
 - d. Barrister User means a User who is an Australian Legal Practitioner who:
 - i. is authorised to engage in legal practice as or in the manner of a barrister, pursuant to the Legal Profession Laws;
 - ii. registers with Legal Economy Pty Ltd as a barrister and not as a solicitor; and
 - iii. will only use the Website to provide legal services of a kind provided by a barrister and not by a solicitor.
 - e. Client includes a person to whom or for whom legal services are provided.
 - f. Client Information includes all information concerning a Client or any matter concerning the Client which is disclosed via the Website by any User.
 - g. Disclosure of information has the meaning given by clause 14 below.
 - h. Legal Economy Pty Ltd refers to Legal Economy Pty Ltd ABN 74 607 352 241, of Level 3, 405 Little Bourke Street, Melbourne VIC 3000.
 - i. Legal Profession Laws mean the legislation and rules that permit and govern Your practice of law, including as relevant:
 - i. the following legal profession Acts of each State or Territory in Australia:
 1. Legal Profession Uniform Law Application Act 2014 (VIC);
 2. Legal Profession Uniform Law Application Act 2014 (NSW);
 3. Legal Profession Act 2007 (QLD);

4. Legal Practitioners Act 1981 (SA);
 5. Legal Profession Act 2006 (ACT);
 6. Legal Profession Act 2008 (WA);
 7. Legal Profession Act (NT);
 8. Legal Profession Act 2007 (TAS);
- ii. any rules and regulations made pursuant to legislation listed under clause 1.i.i;
 - iii. any rules of a local bar association or regulatory authority governing practice as a barrister in a State or Territory of Australia; and
 - iv. any rules of a local regulatory authority governing practice as a solicitor in a State or Territory of Australia.
- j. Solicitor User means a User who is an Australian Legal Practitioner:
 - i. whose Australian practising certificate authorises the holder to engage in one or more categories of legal practice under Legal Profession Laws;
 - ii. who registers with Legal Economy Pty Ltd as a solicitor and not as a barrister; and
 - iii. who will use the Website to provide legal services of a kind provided only by a solicitor and not by a barrister.
 - k. Standard Tender Terms means the Standard Tender Terms made available by Legal Economy Pty Ltd from time to time at <http://www.legaleconomy.com.au/tenderterms/> and current as at the date the Solicitor User first requests Tenders from Barrister Users for the performance of the Work.
 - l. Tender means an offer made by a Barrister User through the Website to perform Work.
 - m. User is a person who has commenced the registration process to use the Website or who is registered to use the Website.
 - n. Website means the Legal Economy Pty Ltd Website made available at <http://www.legaleconomy.com.au> and includes all electronic communications made with or by Legal Economy Pty Ltd.
 - o. Work is the legal work which corresponds with the description provided by a Solicitor User of the legal work to be performed by a Barrister User disclosed on the Website in relation to the performance of which the Solicitor User requests Tenders from Barrister Users.
 - p. You and Your refer to the User entering into this Agreement.

Use of Website

2. Legal Economy Pty Ltd agrees to permit You to use the Website on the terms and conditions set out in this Agreement.
3. Legal Economy Pty Ltd retains discretion to revoke Your, or any other User's, permission to use the Website at any time and without being required to show reasonable or any cause.
4. Legal Economy Pty Ltd may take any action in respect of Your use of the Website that it considers necessary to protect the rights of clients to maintenance of confidentiality and privilege.

Client protection

5. You warrant that You are an Australian Legal Practitioner.

6. You warrant that You hold and will maintain, or are covered by a current insurance policy which is an approved or prescribed insurance policy for the purposes of the Legal Profession Laws and that you satisfy the insurance requirements of the Legal Profession Laws. If You cease to hold or be covered by such an insurance policy, you must immediately notify Legal Economy Pty Ltd and You must not use or access the Website.
7. If You cease to be an Australian Legal Practitioner, You must immediately notify Legal Economy Pty Ltd that You have ceased to be an Australian Legal Practitioner and must not use or access the Website.
8. If You are a Barrister User, upon registration you will be requested to provide to Legal Economy Pty Ltd a copy of Your current practising certificate. If You do not provide Legal Economy Pty Ltd with a copy of Your current practising certificate, You acknowledge that:
 - a. prior to approving your account, Legal Economy Pty Ltd may contact You via any of Your publicly available contact details to confirm that You intend to register as a Barrister User; and
 - b. the Website will display that Your status as an Australian Legal Practitioner has not been checked against a current practicing certificate.
9. If You are a Solicitor User and You do not provide Legal Economy Pty Ltd with a copy of Your current practising certificate, You acknowledge that:
 - a. prior to approving your account, Legal Economy Pty Ltd may contact you via any of Your publicly displayed contact details to confirm that You intend to register as a Solicitor User; and
 - b. the Website will display that Your status as an Australian Legal Practitioner has not been checked against a current practicing certificate.
10. Despite the operation of any Legal Profession Laws allowing fusion of the legal profession, You:
 - a. must only register with Legal Economy Pty Ltd as either a Solicitor User or a Barrister User at any one time;
 - b. agree that this provision does not constitute an undertaking to practise solely as a barrister or as a solicitor; and
 - c. acknowledge that this clause 10 is a necessary condition of using the Website to protect the integrity and confidentiality of Client Information.
11. Except to the extent that an Accepted Tender permits, You must treat all information concerning any Work listed on the Website (including Client Information) as being privileged and provided in confidence for the sole purpose of permitting Barrister Users to tender for the Work for the benefit of the Client.
12. Except to the extent that an Accepted Tender permits, You agree not to disclose any information concerning any work listed on the Website (including Client Information) to any person.
13. If You are a Barrister User, You agree that:
 - a. you will not view or download information concerning any Work in respect of which You have a conflict of interest or duty or any other obligation at law which would properly prevent You from viewing or downloading that information; or
 - b. if you have viewed or downloaded information concerning any Work in respect of which you later find that you have a conflict that you will take all steps necessary to manage that conflict in accordance with law and that as appropriate you will notify the Solicitor User that posted the Work and/or Legal Economy Pty Ltd of the conflict.
14. You acknowledge that no waiver of privilege or confidentiality is intended by the listing on the Website of any Work, any information about any Work or any Client Information (disclosure of information).

15. To the extent that any disclosure of information on the Website or receipt of information via the Website would otherwise effect a waiver of privilege and/or the confidentiality of that information, You agree that there has been no waiver of privilege or confidentiality.
16. If You are a Solicitor User, You agree that protection of Client confidentiality and privilege is Your responsibility and You agree to indemnify Legal Economy Pty Ltd in respect of any claim made against Legal Economy Pty Ltd relating in any way to loss of confidentiality or loss of privilege as a result of Your disclosure of information on the Website.

User acknowledgments concerning the Website

17. You acknowledge that there are alternative mechanisms to the Website for:
 - a. a solicitor to engage a barrister; and
 - b. a barrister to be engaged by a solicitor.
18. You acknowledge that:
 - a. Legal Economy Pty Ltd makes no representation as to the suitability of any Barrister User for the performance of any Work;
 - b. Legal Economy Pty Ltd makes no representation as to the capacity of any Solicitor User or their client(s) to make payment in accordance with the terms of any Accepted Tender, and to the extent to which any information concerning capacity to pay is shown on the Website that representation is the sole responsibility of the Solicitor User who has posted the Work and requested Tenders; and
 - c. You may use other mechanisms for engaging a barrister and/or finding work as a barrister contemporaneously with using the Website.
19. You acknowledge that You may not find on the Website:
 - a. a barrister to perform Work on terms which You consider acceptable;
 - b. a barrister to perform Work whom You consider to be appropriate to perform the Work;
 - c. Work for which You are appropriately skilled; and/or
 - d. Work for which Your tendered price is acceptable to the solicitor who listed the Work.
20. If You are a Solicitor User, You acknowledge that the likelihood of receipt of satisfactory Tenders for Work listed on the Website may be affected by amongst other things:
 - a. the period of time for which the Work is open for tender;
 - b. the specificity with which listed Work is described;
 - c. amendments to the Standard Tender Terms proposed by You in respect of the Work; and
 - d. the availability and willingness of Barrister Users of the Website.

Accepted Tenders

21. You acknowledge that upon the:
 - a. acceptance by You of a Tender made by a Barrister User; or
 - b. acceptance by a Solicitor User of a Tender made by You;

You and the other User (either a Solicitor User or a Barrister User) will be bound by the terms of the Accepted Tender.

Limitation of Legal Economy Pty Ltd's liability and Your indemnification of Legal Economy Pty Ltd

22. To the extent permitted by law, You acknowledge and agree that none of any Solicitor User, Barrister User, client of any Solicitor User or Barrister User, or other person affected by any Solicitor User's or Barrister User's use of the Website has any right to recover from Legal Economy Pty Ltd any loss or damage suffered by that person in consequence or in respect of the functioning or use of the Website or any Barrister User's performance of any Accepted Tender.
23. If and to the extent that clause 22 is held not to be valid or not applicable to Your circumstances, You agree to waive any right to recover from Legal Economy Pty Ltd under any claim arising at law.
24. In the event that both clauses 22 and 23 are held not to be valid or not applicable to Your circumstances, You acknowledge that Legal Economy Pty Ltd's liability in respect of any claim is limited to the sum of \$1,000.00.
25. In the event that any claim is brought against Legal Economy Pty Ltd arising from or in connection with Your conduct or use of the Website, You agree to indemnify Legal Economy Pty Ltd and any associated person or entity, including in respect of (i) any award of damages, costs, order of the court, or settlement of any claim; and (ii) the costs of defending any such claim.

Miscellaneous

26. You agree to comply with all relevant laws and professional obligations:
 - a. in using the Website; and
 - b. in connection with any Accepted Tender.
27. You warrant that in entering into this Agreement:
 - a. You have not relied on any representations by Legal Economy Pty Ltd or any associated persons or entities;
 - b. You have had sufficient opportunity to consider whether Your use of the Website satisfies your professional and legal obligations and requirements; and
 - c. You have relied on Your own expertise, investigations and judgment.
28. You acknowledge that:
 - a. You have read and considered the Standard Tender Terms;
 - b. You do not rely upon any express or implied representation that the Standard Tender Terms are enforceable or fit for any purpose;
 - c. You are not obliged to use the Standard Tender Terms in offering Work or submitting a Tender on the Website; and
 - d. You will not rely on any express or implied representation made to You by Legal Economy Pty Ltd, including by making the Standard Tender Terms available to You, as providing You with legal advice.
29. All Your obligations in respect of:
 - a. maintenance of confidentiality and privilege; and
 - b. indemnification of Legal Economy Pty Ltd and any associated person or entity;survive termination of this Agreement.
30. Governing law and jurisdiction:
 - a. this Agreement is governed by the laws of Victoria;
 - b. each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and any courts which have

jurisdiction to hear appeals from any of those courts in respect of any proceedings in connection with this Agreement; and

- c. each party waives any right it has to object to an action being brought in the courts of Victoria including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
31. Any provision, part of a provision, or the application of any provision or part thereof of this Agreement, which is prohibited, void, illegal or unenforceable in any jurisdiction:
 - a. is, in that jurisdiction, ineffective only to the extent to which it is void, illegal, unenforceable or prohibited;
 - b. does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions of this Agreement in that or any other jurisdiction; and
 - c. is severable from this Agreement and will not affect the remaining provisions of this Agreement.
32. Legal Economy Pty Ltd may vary this Agreement from time to time by notifying You at your email address of the changes which have been made.
33. You agree that your continued use of the Website after notification of any variation signifies your assent to the amendment of this Agreement in accordance with the variation.
34. This Agreement as originally made or subsequently varied embodies the entire agreement between You and Legal Economy Pty Ltd with respect to its subject matter and it supersedes any prior negotiation, arrangement, understanding or agreement with respect to such subject matter.
35. Any statement, representation, term, warranty, condition, promise or undertaking made, given or agreed to in any prior negotiation, arrangement, understanding or agreement, has no effect except to the extent expressly set out or incorporated by reference in this Agreement.
36. Legal Economy Pty Ltd may assign or novate this Agreement or otherwise transfer the benefit of this Agreement or an obligation, right or remedy under it to any entity owned or controlled by or associated with it without Your prior written consent.
37. The rights and obligations owed by You under this Agreement are personal, and You agree that You may not assign or novate this Agreement or otherwise transfer the benefit of this Agreement.
38. Legal Economy Pty Ltd accepts no responsibility for the performance of any obligation or the enforcement of any right arising pursuant to any contract entered into between Barrister Users and Solicitor Users through the Website or otherwise.
39. By accepting these Terms and Conditions, You give Legal Economy Pty Ltd consent for Your personal information to be managed, collected, used and disclosed in accordance with Legal Economy Pty Ltd's Privacy Policy, as updated from time to time and published on the Website.

Commencement date: 9 December 2017