

My Counsel

Terms and Conditions

Introduction

In these terms and conditions reference to “you” and “your” means the person or company who is given access to **My Counsel**.

These terms and conditions apply to your use of My Counsel.

The legal services provided through My Counsel are provided by Aperion Law Pty Ltd (ABN: 95 166 507 464).

The relationship between Aperion Law and you will be one of lawyer and client.

These terms and conditions, once accepted, will be a Costs Agreement for the purpose of the Legal Profession Uniform Law (NSW).

All implied terms, conditions and guarantees are, to the fullest extent permitted by law, excluded from these terms and conditions.

Services

Aperion Law provides template agreements through My Counsel which may be suitable for you to complete and use in establishing your business.

Each template has been prepared to allow you to complete the template following the guidance given in the notes attached to the template.

If the guidance is correctly followed and a contract prepared from a template is signed – as noted on the template - there will be a binding agreement. If a template is not completed in accordance with the guidance and/or not signed correctly, then the contract may not be enforceable or may not be suitable for the intended purpose.

The templates are an alternative to using documents from unknown sources or which were prepared for companies at a different stage of their lifecycle or which may have been drafted for use in another jurisdiction and which do not come with advice.

However, the templates and guidance notes are provided without reference to the type of business you are developing or the precise purpose for which the agreement is required so caution must be exercised by you if you are going to complete them and use them without obtaining specific legal advice.

Aperion Law will provide up to one hour of legal advice but limited to your completion and/or use of the templates.

Legal advice about other matters or requests for specific agreements to be prepared or for specific amendments to be introduced to My Counsel templates you want to use will require a separate engagement of Aperion Law for which there will be a charge depending on the amount of work involved.

Fees

The documents in My Counsel and the hour's support will be provided at no cost to you. Aperion Law is not required to make any formal disclosure to you, under the Legal Profession Uniform Law (NSW), about its fees and does not make any disclosure.

Privacy

Aperion Law will collect personal information from you in order to provide the My Counsel service.

Aperion Law's privacy policy is available at www.aperionlaw.com.au or on request.

Limitation of Allen Legal Liability

The total Aggregate Liability of Aperion Law (including that of its employees and contractors) to you (and any person claiming under or through you) arising from the services provided through My Counsel is limited to and will not exceed \$5,000.

In this context:

- **Liability** means liability howsoever or wheresoever it arises. This means that (i) the liability may be in contract, in tort, in equity or under legislation, the liability includes liability arising from action whether it was wilful, negligent or otherwise and (iii) the liability includes liability whether it arose in New South Wales or some other place.
- **Aggregate Liability** means all liability. This includes liability arising (i) from one or more events, defaults or omissions and (ii) whether the liability is owed to one person or more than one person.

Acceptance

Registering to use My Counsel and your use of My Counsel will be treated by Aperion Law as your acceptance of these terms and conditions.

Your Obligations

If you have any concern as to whether the template made available to you through My Counsel is suitable for your purposes, you should seek legal advice.

Legal services generally involve applying the law to the facts of a particular situation. You acknowledge that, given the nature of the online service with limited support, Aperion Law may not be able to acquire sufficient information that would allow it to determine whether the template is suitable for the purposes for which you want to use it.

There is nothing to prevent you from seeking advice to confirm this or any other concerns you have about the document.

Feedback on your experience of My Counsel is welcomed. Please refer to any comments or suggestions to mark@aperionlaw.com.au.