

Terms and Conditions

These terms of use ("**Terms**") govern your use of the web site ("**Site**") and the service ("**Service**"), and form a binding contractual agreement between you, the user of the Site and Service and us, Soferio Pty Limited ("**Soferio**").

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Site. You can contact us on info@soferio.com.

Licence to use Site

1. We grant you a non-exclusive, worldwide, non-transferable licence to use the Site in accordance with the terms and conditions set out in this Agreement, and which is terminable at any time at Soferio's discretion.
2. You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner and may also print copies of any page within the Site for your use as an ordinary user of the Site.
3. You must not add any content to the Site:
 - a) unless you hold all necessary rights, licences and consents to do so;
 - b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation (in any country);
 - c) that would bring us, or the Site, into disrepute; or
 - d) that infringes the intellectual property or other rights of any person.
4. You indemnify Soferio in respect of any damage or loss (including legal costs) it may suffer as a consequence of you uploading material to the Site.
5. The Site may contain links to other websites as well as content added by people other than us. We do not endorse, sponsor or approve any such user generated content or any content available on any linked website.
6. You acknowledge and agree that:
 - a) we retain complete control over the Site and may alter, amend or cease the operation of the Site at any time in our sole discretion;
 - b) the Site will not operate on a continuous basis, and may be unavailable from time to time (including for regular and *ad hoc* maintenance purposes). We do not provide any warranty as to the Site's availability; and
 - c) the Service relies on the infrastructure services of third-party service providers, including Salesforce.com Inc (the operator of the *Heroku* service) and Amazon.com Inc (the operator of *Amazon AWS*). If those sites (or other supporting infrastructure or services) suffer from service interruptions, then the Service may also be interrupted. You release us from any liability (and indemnify us in respect of any liability caused to third parties to whom you provide services) in respect of those and any other interruptions.

Pricing

7. The pricing presented on the site will apply to any subscriptions purchased.
8. Soferio Pty Limited may change the subscription pricing on the site at any time by updating the pages disclosing the subscription costs. Such pricing will apply subject to any overriding pricing agreement made with you or your employer ("**Custom Plan**"). Any Custom Plan is only binding if it is in writing, and unless it states to the contrary, may be terminated at any time by either party.
9. Similarly, Soferio Pty Limited may announce that it will begin to charge fees of users who had not previously been subject to subscription charges, or in respect of services which were formerly free.
10. You accept that Soferio may, in its discretion decide to terminate your subscription (and all associated rights) at any time, and if it does so (in the absence of any other sufficient reason) is only required to refund that proportionate portion of your remaining unused pre-paid subscription payments (less the costs associated with any such refund, which you agree are deemed to be no less than \$50 in all cases. As a consequence, if any unused portion of your subscription is less than \$50, you will not receive a refund.).

Confidentiality, security, backups, and conflicts

11. Subject to these Terms, we will not view the text of the data you upload to the site (your **Case Data**) in an unencrypted form nor make any unauthorised use of case data recorded on the Site.
12. In connection only with the ordinary operations, development and maintenance of the Site (i) computer systems may and will be used to process and store all and any data; (ii) authorised employees and officers will only view: user identity details (including email addresses, names, payment data, privileges, and contact details) and usage data (such as login times, activity, case data size, record IDs). You authorise us to contact you in relation to your use of the Site.
13. We will only otherwise access the Case Data if we are authorised to do so in writing by the case 'owner', or if we are required to do so by force of law (including by Court order), or if there has been a breach of the Acceptable Use Policy.
14. While we employ a range of security mechanisms, we cannot provide and do not provide a warranty that any Case Data provided is absolutely safe from access by malicious third parties.
15. You undertake to download your Case Data from time to time (and certainly reasonably in advance of any critical event, such as a court hearing), in order to ensure you retain fresh backups of your Case Data, so as to reasonably mitigate any material damage in the event of a data loss or service interruption.
16. You acknowledge that the information uploaded by other users is confidential and is presumptively privileged, and you agree not to use such information (and to eliminate any copies) if you discover that (or are informed that) due to a system malfunction (or other cause) information has been inadvertently disclosed to you. This is a promise you make both to Soferio and to, and for the benefit of, other future, current and former users of the service.
17. As a final precaution, if either you or we determine that a person associated with the provision of the Service (whether as employee or director of Soferio or as a contractor or otherwise) are involved, in any way (including as service providers to third parties) in the

same legal proceedings (other than acting in or for the same interest) in any manner, then you agree to not use, and/or to immediately cease using, the Service in relation to that dispute.

Intellectual Property Rights

18. Nothing in these Terms constitutes a transfer of any intellectual property rights:

- a) You retain any copyright you hold in Case Data uploaded to the Site.
- b) We own all intellectual property rights in the Site.

19. By posting or adding any content onto the Site, and subject to the other Terms herein (including as to confidentiality), you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable licence to process, transmit, display, modify, reproduce or delete that content, solely for the purpose of operating the Site as it is from time to time, in particular by implementing the instructions of users who have been authorised to access the content.

20. The designated 'owner' of any particular Case on the Site has, from time to time, control over the content of the Case (including of content you have added), and may add, edit and delete content and authorise others to do so. You may transfer the 'ownership' of a Case from time to time.

21. You accept that whichever user is recorded in our business records as the 'owner' of a Case (or in the absence of such records, determined in our absolute discretion following reasonable inquiries) is deemed to be the 'owner' for the purpose of these terms.

22. You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.

23. The licence above from you will survive any termination of these Terms.

24. You represent and warrant to us that you have all necessary rights to grant the licences and consents set out above.

Capacity, Acceptable Use Policy, Privacy Policy, and Terms

25. You represent and warrant to us that:

- a) you have the legal capacity to enter these Terms;
- b) you have complied with all clauses above;
- c) you have read, and acknowledge and agree to comply with the Acceptable Use Policy available (as amended from time to time) for download on the site; and
- d) you have read, and acknowledge and accept the terms of the Privacy Policy (as amended from time to time) available for download.

26. You agree to be bound by these Terms (as amended from time to time).

Data storage, retention and destruction

27. You authorise us to retain data for the ordinary purpose of operating the site, including for the purpose of making a reasonable number of encrypted backups (which will be retained for a limited period even after a Case is deleted).
28. You authorise us to delete and destroy data in the event that the Services cease being supplied, or in the event that information has not been accessed, or requested, for a period of 3 months.
29. You authorise us to transfer encrypted case data and then store it in an encrypted form on a United States-based computing platform managed by Salesforce.com Inc.
30. In the case of the voice-recognition features, you authorise us to transfer audio content to Google Inc (and its related entities) for the purposes of voice recognition services.

Credentials

31. It is your responsibility to manage your credentials on the Service. The Service may allow you to modify a username or other details. The Service may allow you to reset your password by email. You may be provided with tokens to access your Case Data.
32. In the event that you make alterations which 'lock' yourself out of your account or Case Data, you may be permanently unable to access your account (and any related case information). You accept this risk and release Soferio from any liability in respect of this risk.
33. If requested to, we will rely on the details you have provided when registering to make reasonable attempts to re-verify your identity, but such efforts will be at your expense, payable in advance, for which you indemnify us.
34. In the event that you seek to recover a lost account due to 'locking yourself out', you will provide us with all and any proof of your identity that we request, as well as a signed written indemnity (in the form we provide) against any loss caused to us and any user which results from misleading information which you have provided.
35. We may withhold requests for recovery of 'locked out' accounts at our complete discretion.

Abandoned accounts, false or misleading identification and case data

36. You warrant that your account creation data is true. We reserve the right at our discretion to delete without notice any accounts (and any related case data) which relate to accounts which are based on false or misleading data (as to a user's first name, last name, email address or other information), or which relate to users who have misled us in any way, or otherwise breach the Acceptable Use Policy at any time.
37. If we make a request for you to provide proof of your identity, you will take all reasonable steps to prove your identity (including by the provision of certified copies of formal documents at your expense, or by presenting yourself to a local attorney, chosen by us, at your expense). If you do not prove your identity within a reasonable amount of time, we reserve the right to terminate your account and delete all data associated with it.
38. We reserve the right to permanently delete any data (including case data and user accounts) which has not been accessed or requested (by authenticated users, using verified account credentials, see above) for 3 months, without notice.

Downtime, access difficulties, malfunctions

39. You accept that from time-to-time, the Services will be inaccessible. On certain occasions we will be able to provide advance warning of scheduled downtime, but on occasion unscheduled downtime will occur due to foreseen or unforeseen circumstances.
40. We make no representations about the percentage of time during which the Services will be accessible.
41. Given the possibility of unscheduled downtime, it is your responsibility to ensure you have a personal copy of the Case Data available to you on any occasion on which an inability to access the Service will cause you material damage. And you indemnify Soferio and release and hold it harmless in respect of any damage you or any third party suffers due to any inability you have to access the Service at any time.
42. By an 'inability' to access the service we include both the complete inability to access the Service as well as any impaired or delayed ability to access the Service, or degradation in its functionality.
43. Further, in the event that the Service provides erroneous or incorrect information as a result of a system malfunction or any other cause whatsoever, you release Soferio from any liability to you and indemnify Soferio against any damage you or any third party suffers as a result of you using the service.

Liability limited

44. To the full extent permitted by law, we exclude all liability in respect of hacking incidents, loss of data, interruption of business or any consequential or incidental damages.
45. To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.
46. These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
 - a) in the case of goods:
 - i) the replacement of the goods or the supply of equivalent goods;
 - ii) the repair of the goods;
 - iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv) the payment of having the goods repaired, and
 - b) in the case of services:
 - i) the supply of the services again;
 - ii) the amount paid for the services; or
 - iii) the payment of the cost of having the services supplied again.

Termination

- 47. These Terms terminate automatically if, for any reason, we cease to operate the Site.
- 48. We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way or in our absolute discretion.
- 49. In the event of termination, all terms which have the direct or indirect effect of limiting our liability, will survive termination.

Communications

- 50. You consent to Soferio (or its agents or successors) sending you *ad hoc* or periodic emails or otherwise contacting you in connection with the Service and/or your activities on the service.

General

- 51. You must not assign, sub-licence or otherwise deal in any other way with any of your rights under these Terms. Soferio may assign its rights under this (and any other related) agreement without restriction.
- 52. If any of these Terms are invalid or unenforceable they are to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining terms.
- 53. Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 54. This Agreement is governed by the laws of New South Wales and each party unconditionally submits to the exclusive jurisdiction of the courts of New South Wales.
- 55. You agree to provide Soferio with 45 days notice of any dispute prior to commencing any court proceedings, and you undertake not to commence such proceedings prior to attending a mediation in the CBD of Sydney, Australia, for no less than 4 hours, at a time convenient to Soferio's representatives and for which you will pay the costs of the venue and of the mediator (the selection of which will be made by agreement or, failing agreement, by the President of the NSW Law Society).
- 56. Soferio may alter the terms of this agreement at its complete discretion, from time to time, and take effect immediately upon being publicly placed on the Site in relation to both existing and future users.