

## About the Site

Welcome to [www.themindfullawyers.com](http://www.themindfullawyers.com) (the Site). Here we provide you with an opportunity to browse and purchase various products and services listed for sale (the Products). Access to and use of the Site, or any of its associated Products or services (the Purchase Services), is provided by Anna Lozynski t/as Legally Innovative ABN 33 400 257 153 and Cool Karma Collected as Trustee for the Marike Knight Family Trust ABN 95 106 214 919 (we/us/our).

The Site may contain information and advertising from third-party businesses, people and websites (Third Parties). You consent to receiving this information as part of your use of the Site.

By using, browsing and/or purchasing from the Site, you agree to be bound by these terms and conditions (the Terms) (which we reserve the right to update), so read them carefully.

### 1. Some Site Rules

It is a condition of use that:

- you only use the Site for lawful purposes;
- you do not engage in any improper, indecent or offensive behaviour;
- you are not breaking any laws in your relevant jurisdiction by accessing this Site;
- you will treat the Site and its users with respect and will not partake in any conduct that could be considered bullying, harassment, degradation, insulting or otherwise demeaning to the human standard of any other person (as determined by us); and
- you may have to register on the Site to purchase any products and request services from us;
- you must provide us with accurate personal and contact information. You will only represent yourself and will not create false aliases or impersonate any other person (with or without their consent) while using the Site.
- you do not breach any of the Terms.

### 2. Site Availability

We make no guarantees, implied or express, as to the ongoing availability of the Site or Purchase Services. You agree that we are not liable for any loss or damage that you or any other person incurs by not being able to access the Site.

### 3. Online Purchases & Refunds

You are welcome to buy Products from us, but not if:

- you are not of legal age to form a binding contract with us; or
  - you are a person barred from receiving the Purchase Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Purchase Services.
4. All purchase prices displayed on this website are in USD, unless stated otherwise. Payment of the purchase price is processed by a third party PCI Compliant provider called Stripe (the Payment Gateway Provider). Any purchase of items from the online store (Order) is confirmed when you complete payment for the items on this Site.
  5. When making a purchase from us, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Provider/s.
  6. Under no circumstances will we be liable for any cost, loss or damage caused by a delay in delivery, including incorrect details provided by you.
  7. You agree you will only use the Products for the purposes that are permitted by:
    - the Terms;
    - any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

- access and use of the Site is limited, non-transferable and allows for the sole use of the Site by you for the purposes of us providing the Purchase Services;
- you will not use the Purchase Services or Site for any illegal and/or unauthorised use which includes unauthorised framing of or linking to the Website;
- you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action may be taken by us for any illegal or unauthorised use of the Website; and
- you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.

To the extent permitted by the Australian Consumer Law, no refunds will be provided.

## **8. Privacy**

We take your privacy seriously and have a Privacy Policy which sets out how we collect, use, disclose and handle your personal information. Check it out!

## **9. Intellectual Property**

The Site, the Purchase Services and all of the related products of ours are subject to copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the website (including text, graphics, logos, button icons, video images, audio clips and software) (the Content) are owned or controlled for these purposes, and are reserved by us or its contributors.

We retain all rights, title and interest in and to the Site and all related content. Nothing you do on or in relation to the Site will transfer to you:

- the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Anna Lozynski t/as Legally Innovative and Cool Karma Collected ATF the Marike Knight Family Trust; or
- the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
- a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).

You may not, without our prior written permission and the permission of any other relevant rights owners: broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party contact for any purpose. This prohibition does not extend to materials on the Site, which are freely available for reuse or are in the public domain.

## **Limitation of Liability & Indemnity**

Use of the Site, and the Products is at your own risk.

Everything on the Site, the Purchase Services, and our Products, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Anna Lozynski t/as Legally Innovative and Cool Karma Collected make any express or implied representation or warranty about its Content or any Products or Purchase Services (including the products or Purchase Services of Anna Lozynski t/as Legally Innovative and Cool Karma Collected ATF The Marike Knight Family Trust) referred to on the Site. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- 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;
- the accuracy, suitability or currency of any information on the Site, the Purchase Services, or any of its Content related products (including third party material and advertisements on the Site);
- costs incurred as a result of you using the Site, the Purchase Services or any of the Products;
- the Content or operation in respect to links which are provided for the user's convenience;
- any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or

- any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

If you are provided with a username and password to access the Purchase Services, it is your responsibility to keep your username and password secure and you indemnify us for any loss or damage we suffer as a result of unauthorised access to your account. You are solely responsible for the use of your account, irrespective of who it utilising it, whether with or without your permission.

Nothing in these 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.

However, to the extent permitted by law:

- all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
- we 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 Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

You agree to indemnify us, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- 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 any Content you post through the Website;
- any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
- any breach of the Terms.

Our total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent purchase price paid by you under these Terms or where you have not paid the Purchase, then our total liability is the resupply of information or Purchase Services to you.

## **Termination**

We may end the agreement formed by Terms immediately by giving you written notice. It is not essential to provide reasons for the termination. Where these Terms have been terminated you must immediately cease using the Site or Purchase Services.

## **Disputes**

If a dispute arises in connection with the Terms, you agree to try and resolve it amicably via a good faith discussion first. Failing that, the parties agree to resolve the matter via a mediation held in Melbourne.

The parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation. The parties must pay their own costs associated with the mediation.

Either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the above steps have been complied with (except where urgent interlocutory relief is sought).

## **General**

These Terms form part of an ecommerce transaction and the parties agree that these Terms shall be accepted electronically and the agreement to these Terms is formed and validly entered into electronically. The Terms and the contract between you and us are governed by the laws of Victoria, Australia.

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.

The termination of these Terms does not affect the parties' rights in respect of periods before the termination of these Terms.