

# Form 1 On-Line Casual Service

## Credit Card Only

### Terms

#### ***Applicability of these terms***

1. These terms may be varied by notice from time to time and in continuing to use the service and you agree to the varied terms as published from time to time. Electronic notice on the website is good notice and deemed notice of any changed terms of use binding on you which you can and must read each time you use the service and agree to proceed.

#### ***Payment***

2. Payment is by credit card payment only and the service will be provided once the card is advised as debited by our service provider and credited to our account.

#### ***Delivery***

3. Delivery of the Form 1 will occur when all the searches are received and generally will be completed within 1 to 2 business days of obtaining all searches and will be sent by email only. It can be downloaded for 2 months after being prepared.
4. We are not responsible for any reasonable delay in delivery however caused.

#### ***Liability***

5. We are not responsible in relation to any changes you may make to documents, or the way you complete them or use them. The Form 1 is subject to you fully completing and sending in the Form 1 Questionnaire which is available from our website.
6. We give no warranty:
  - as to there being no errors in the Form 1 and you must check it before you sign it
  - that the information is correct as the information and instructions we receive may be incorrect
7. Nor do we give any other warranties at all except to use our best endeavours to do the work in a timely and competent manner.

However, if any warranty applies by force of law notwithstanding, then providing such law permits, our liability under such a warranty is limited to refunding the money you paid for the service but not for any disbursements paid.

8. Under no circumstances are we liable for any loss or damage caused to you (or your client if applicable) or customer, or for which you may be liable, arising in connection with the Form 1 or its use.

9. You indemnify us for any liability as a result of any claims brought against you by any third party arising from the use of the Form 1.

This includes claims arising from any alleged errors or omission in the Form 1 or its preparation as you must check the material and seek clarification or correction before you and/or you as vendor sign it.

If we sign for you (as agent) you must still read the Form 1 and check it as you may know matters which are not disclosed in our instructions or that there may be errors in the Form 1.

### ***Other terms***

10. The onus is on you to check each document to ensure information has been correctly put into the Form 1 and that matters within your knowledge are disclosed and are corrected.
11. If you breach these terms, we do not have to comply with any of our obligations in these terms.
12. This Form 1 cannot be used by any other party except with our prior written permission.
13. In these terms, reference to the singular includes the plural and vice versa.

### ***Applicable Law***

14. The law of South Australia applies to all claims arising from the Form 1 and the parties agree to submit to the exclusive jurisdiction of the courts of South Australia and unless otherwise agreed no claim can be maintained if we elect and direct arbitration of the dispute in South Australia and nominate an arbitrator under the *Commercial Arbitration Act* or similar Act. Proceedings are stayed if brought and the parties must submit to arbitration if we direct.

### ***Privacy***

15. LawSoft publishes privacy statements from time to time and also puts them on the internet for members and clients in compliance with law.
16. User contact information may be made available to sponsors and to advertising associates of ours for marketing of related products and this is an express term of the service. If any marketing is made then you may ask not to be contacted.