

TERMS AND CONDITIONS

1. ABOUT THE WEBSITE

1. Welcome to Family Mediators Australia (the 'Website'). Family Mediators Australia provide confidential, family dispute resolution services, including parenting and property mediation services to clients (the 'Services').
2. The Website is operated by Dispute Resolution Services Australia Pty Ltd (ACN 680 215 785). Access to and use of the Website, or any of its associated Products or Services, is provided by Family Mediators Australia. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
3. Family Mediators Australia reserves the right to review and update any of the Terms by updating this page at its sole discretion. Family Mediators Australia are not required to provide notifications when updating the Terms; it is therefore important that you check our Terms and Conditions by visiting the website and stay up to date with them.

2. ACCEPTANCE OF THE TERMS

1. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Family Mediators Australia.

3. AGREEMENT TO USE THE SERVICES

1. To access the Services, you must either first complete the client registration form through the Website (the 'Account') or sign the firm's Memorandum of Engagement.
2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 1. Email address
 2. Residential address
 3. Telephone number
 4. Payment information

3. You warrant that any information you give to Family Mediators Australia while completing the registration process will always be accurate, correct and up to date.
4. Once you have completed the registration process or Memorandum of Engagement, you agree to be bound by the Terms.
5. You may not use the Services and may not accept the Terms if:
 1. you are not of legal age to form a binding contract with Family Mediators Australia; or
 2. you are a person barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services. While completing the registration process will always be accurate, correct and up to date.

4. PAYMENT

1. The parties together or separately will be liable to the mediator for the mediator's fees described. The fees are listed on the service agreements. If the court requires filing fees for any services, both parties will be notified in advance. In using the Website, the Services or when making any payment in relation to the use of the Services, the parties warrant that they have read, understood and agree to be bound by the Family Mediators Australia Terms.
2. Family Mediators Australia will only provide a refund of the Service Fees if the Managing Partner of Family Mediators Australia decides, in his or her absolute discretion, that it is reasonable to do so under the circumstances (the 'Refund').
3. You agree and acknowledge that Family Mediators Australia can vary the Services Fees at any time.

5. PRIVACY

1. Family Mediators Australia takes your privacy seriously, and any information provided through your use of the Website and/or Services are subject to Family Mediators Australia Privacy Policy, which is available on the Website.

6. GENERAL DISCLAIMER

1. Nothing in the Terms limits or excludes 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.
2. Subject to this clause, and the extent permitted by law:

1. All terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
2. Family Mediators Australia 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 Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you “as is” and “as available” without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Family Mediators Australia makes any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Family Mediators Australia) referred to on the Website 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 another 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 Website, the Services, or any of its Services related products (including third party material and advertisements on the Website).
 - costs incurred because of you using the Website, the Services or any of the products of Family Mediators Australia; and
 - the Services or operation in respect to links which are provided for your convenience.

7. LIMITATION OF LIABILITY

1. Family Mediators Australia total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
2. You expressly understand and agree that Family Mediators Australia, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary

damages which may be incurred by you, however, caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

8. TERMINATION OF SERVICES

1. Family Mediators Australia can terminate the service if one or both parties refuses to agree to mediate or if there is a safety risk to either party.

2. Family Mediators Australia may at any time, terminate the Terms with you if:

— you have breached any provision of the Terms or intend to breach any provision.

—Family Mediators Australia is required to do so by law.

—the provision of the Services to you by Family Mediators Australia is, in the opinion of Family Mediators Australia, no longer commercially viable.

4. Subject to local applicable laws, Family Mediators Australia reserves the right to discontinue or cancel the service at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Family Mediators Australia name or reputation or violates the rights of those of another party.

9. INDEMNITY

1. You agree to indemnify Family Mediators Australia, 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 Your Content.

—any direct or indirect consequences of you accessing, using or transacting on the Website or attempt to do so; and/or

—any breach of the Terms.

10. DISPUTE RESOLUTION

1. Compulsory:

If a dispute arises out of or relates to the Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless

the following clauses have been complied with (except where urgent interlocutory relief is sought).

2. Notice:

A party to the Terms claiming a dispute ('Dispute') has arisen under the Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.

3. Confidential:

All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for applicable laws of evidence.

4. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

By engaging in the Mediation process with Family Mediators Australia you hereby understand and agree to the above terms and conditions to mediate.