

Terms and Conditions

1. Introduction

- 1.1 **Sophie Grace** means Sophie Grace Pty Ltd (ABN: 20 122 434 584). The Portal means the Sophie Grace Compliance Portal.
- 1.2 These terms and conditions ("**Terms**") (together with any terms, notices, disclaimers or Privacy Policy included on the Portal) constitute the terms under which you may make use of the Portal. Please read these Terms carefully before you start to use the Portal.
- 1.3 These Terms apply to you, your business ("**Subscribing Entity**") and any other directors, officers, employees or consultants of the Subscribing Entity who utilise the information, Materials or consultations provided on or through the Portal.
- 1.4 By using the Portal, you are deemed to have understood, and confirm that you accept, these Terms and that you will abide by them. If you do not agree to these Terms, please refrain from using the Portal. Use of the Portal includes but is not limited to signing up to the Portal, accessing, browsing, downloading content, booking a consultation and attending a consultation. If you have any questions relating to the Terms, please contact Sophie Grace directly.
- 1.5 Where any documents contained on this Portal are available for download or copying, these Terms apply to such information as may be downloaded or copied.
- 1.6 All information you provide to us must be complete, accurate and truthful at all times. You must update your information whenever it changes by notifying us via email within fourteen (14) days of the change occurring.
- 1.7 Sophie Grace reserves the right to amend the Terms at any time. The Terms were last updated on 12 December 2022.

2. No legal services

- 2.1 Sophie Grace Pty Ltd is not a registered law firm in New South Wales or any other jurisdiction and is not authorised to provide legal services.
- 2.2 None of the information, Material or consultations provided through or on the Portal are provided by Sophie Grace Legal Pty Ltd (ABN: 39 151 901 665).
- 2.3 You acknowledge and agree that Sophie Grace, its related bodies corporate, directors, employees, contractors, consultants and shareholders do not provide any legal advice or legal services through or on the Portal, including in any information, Materials or consultations with Sophie Grace team members. If you require legal advice, please contact Sophie Grace directly.

3. Minimum Subscription Period

- 3.1 By subscribing to the Portal, you agree to the minimum subscription period of twelve (12) months ("**Minimum Subscription Period**"). You acknowledge and agree that during the twelve months from your sign-up date you cannot:
 - (a) unsubscribe from the Portal; or

(b) downgrade your plan.

3.2 At any time from your sign-up date, you may elect to upgrade your subscription via the Portal.

4. Pricing and Payment

4.1 By subscribing to the Portal you agree to make payment of the Subscriber Fee via direct debit from either a debit or credit card. You will be billed monthly in advance on the same date every month i.e. if you sign up on the 5th day of the month, you will be billed again on the 5th of the next month. You will continued to be billed monthly for the Minimum Subscription Period, or until you terminate your subscription in accordance with section 12.

4.2 In the event your payment method fails, you will be contacted via email to provide a new payment method. If you do not provide a new payment method within seven (7) days, your subscription will be cancelled and you will be notified via email. Where your subscription is cancelled pursuant to this section 4.2:

- a. Within the Minimum Subscription Period: you will be liable to pay the remaining Subscriber Fees for the Minimum Subscription Period and where we are not able to successfully charge this to the card we hold on file for you, an invoice will be sent to you via email for payment within seven (7) days;
- b. After the Minimum Subscription Period: you will be liable to pay the outstanding Subscriber Fees for the payment which failed within seven (7) days.

5. The Portal

5.1 The information contained on the Portal is provided by Sophie Grace in good faith. All information, material, text, tools, webinars, procedures, services and graphics ("**Materials**") included in or accessible from this Portal are provided on an "as available" basis and are subject to change, at the sole discretion of Sophie Grace, at any time without notice to you.

6. Consultations

6.1 Consultations included in the "Consultation Only Plan", "Retail Documents and Time Plan", "Wholesale Documents and Time Plan", "Credit Provider Policies and Time Plan", and the "Credit Assistance Policies and Time Plan" (together "**Plan/s**") are subject to the following conditions:

- (a) consultation times are limited to one (1) hour per month, unless additional time is purchased through the Sophie Grace Shop on a one-off basis, or you have a contract in place with Sophie Grace that includes ad hoc compliance services;
- (b) consultation times are booked in 30-minute blocks, meaning if your booked consultation only lasts for 20 minutes, 30 minutes will be deducted from your consultation time balance;
- (c) where you have more than one (1) of consultation hour available for current use on your subscription, it may only be used in blocks of one (1) hour per business day unless agreed in writing by Sophie Grace that you can use more on any given business day;

- (d) any unused consultation time is carried across to the following month, for a period of up to twelve (12) months only. On each 12-month anniversary of your sign-up date, all unused time will expire and your balance will reset to zero;
- (e) the value of any unused consultation time may be used to contribute to the purchase of a compliance document that is not otherwise available under your Plan. If you choose to do this, the value of the compliance document will be deducted from the unused consultation time. The value of the compliance document will be as referenced from time to time on the Sophie Grace website shop;
- (f) the value of any unused consultation time cannot be substituted for legal services and cannot be used as a pre-payment to extend a subscription.

6.2 Consultations booked and paid for directly via the Sophie Grace website shop are one-off consultations only. No unused time will be accrued in relation to these consultations, except at the discretion of Sophie Grace and where confirmed to you in writing.

7. Copyright and other intellectual property rights

7.1 All Materials provided by Sophie Grace via the Portal, including documents developed by Sophie Grace are the intellectual property of Sophie Grace unless stated otherwise.

7.2 Sophie Grace and/or any other owners of the Materials retain all right, title, interest and intellectual property rights in and to the Materials. Except as provided in these Terms, your use of or access to the Materials does not transfer or grant you any right, title, or interest to or in the intellectual property. Nothing in these Terms shall be construed as conferring any licence or right on you, by implication, estoppel or otherwise, under any copyright, patent, trademark, database right, sui generis right or other intellectual property right or proprietary interest of Sophie Grace or any third party.

7.3 All other trademarks, service marks or logos contained on this website are the property of their respective owners.

7.4 By subscribing to the Portal, you are permitted to download, modify, adapt and print hard copies of our Materials where it is for the lawful business use of the Subscribing Entity.

All other copying, whether electronic, hard copy or any other format is prohibited.

7.5 You may not reproduce, duplicate, copy, sell, re-sell, adapt, transmit in any form by process or otherwise exploit any part of the Materials for any commercial purpose without the prior written consent of Sophie Grace. The use of automated systems or software that is used to extract data or information from this website for commercial use is prohibited.

8. Prohibited uses of the Portal

8.1 You may not use the Portal or the Materials in any way that breaches any applicable Australian or international law, order, directive, regulation or any similar restriction or in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose, intent or effect nor to send, knowingly receive, upload, download, use or re-use any material which is contrary to Australian or international law.

8.2 You may you not use the Portal to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (commonly known as "spam") or to knowingly transmit any data, or to send or upload any material that contains viruses, trojans, worms, logic bombs, spyware, adware or any other harmful programs or similar computer code designed to affect the operation of any computer software or hardware in any adverse way. Where you do, you agree to indemnify Sophie Grace for any losses, costs, expenses or damages that Sophie Grace may suffer as a result.

9. Viruses

9.1 You must not misuse the Portal by knowingly introducing viruses, trojans, worms, logic bombs, spyware or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Portal, the server on which the Portal is stored or any server, computer or database connected to the Portal. You must not attack the site via a denial-of-service attack or a distributed denial-of service attack.

9.2 By breaching this provision, you would commit a criminal offence and Sophie Grace will report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Portal will cease immediately.

9.3 Sophie Grace will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Portal or to your downloading of any material posted on it, or on any website linked to it.

9.4 You also agree that you will not access without authority, nor interfere with, damage or disrupt any part of the Portal or any equipment or network on which the Portal is stored, any software used in the provision of the website, or any equipment, network or software owned or used by any third party.

9.5 Sophie Grace does not warrant that the Portal will be secure or free from bugs or viruses and accept no liability for any damage that might result from the transmission or any bugs or viruses via the Portal. It is your responsibility to ensure that your information technology, programs and equipment are properly configured to enable you to access the Portal and that they have appropriate and up to date virus protection software installed.

10. Third party websites

10.1 This Portal may contain hypertext links to other websites that are owned or operated by parties other than Sophie Grace and are included for your convenience only. Sophie Grace has no control over, and is not responsible for, the content or availability of any such third-party websites. Inclusion on this Portal of a hypertext link or other link does not imply any recommendation or endorsement of the material or content on such websites by Sophie Grace, nor any association with their operators. Sophie Grace will not be responsible or liable, directly or indirectly, for any loss, cost, judgment, penalty, claim action, damage, expense or fees (including legal fees) caused or alleged to have been caused in connection with the use of, or reliance on, any content, goods or services available on such external websites.

11. Limitation of Liability

- 11.1 Sophie Grace does not warrant that the functions contained in the Portal will be uninterrupted or error-free, that defects will be corrected or that this site or the server that makes such contents available are free of viruses or other harmful components.
- 11.2 The Materials on the Portal are provided on an “as available” basis and Sophie Grace does not give any warranty or make any representation of any kind, whether express or implied, regarding the use or the results of the use of the contents on this site in terms of their correctness, accuracy, currency, reliability, completeness or otherwise.
- 11.3 To the fullest extent permitted by law, Sophie Grace excludes any representations, warranties or conditions, express or implied, statutory or otherwise, including but not limited to the warranties of condition, quality, merchantability and fitness for a particular purpose, and non-infringement of proprietary rights as to all contents (including third party information, products and content) included in or accessible from this website.
- 11.4 None of Sophie Grace, its related bodies corporate, directors, employees, contractors, consultants or shareholders will in any way be liable for any direct, indirect, incidental, special or consequential damages (including in negligence), resulting from:
- (a) Your use or your inability to use this Portal;
 - (b) Your reliance on any information contained in the Materials or on this Portal or for the cost of procurement of substitute products or services resulting from any products or services purchased or obtained or messages received or transactions entered into through this Portal; and/or
 - (c) Unauthorised access to or alteration of your transmissions or data or of any information contained on your computer system or on this Portal including but not limited to damages for loss of profits, use, data or other intangibles, even if Sophie Grace has been advised of the possibility of such damages; and/or
 - (d) Your loss of income, revenue, business, profits or contracts, data, goodwill, or time or any other loss or damage of any kind, however arising.
- 11.5 None of Sophie Grace, its related bodies corporate, directors, employees, contractors, consultants or shareholders shall be responsible or liable (including negligence) for any loss or damage caused or alleged to be caused, directly or indirectly, as a result of reliance by any person on any of the information or Materials contained in, or referred to in this Portal. You are encouraged to obtain independent professional advice for any problem, situation or occurrence particular to you or in relation to which you wish to rely.

12. Termination

- 12.1 During Minimum Subscription Period: When you subscribe to the Portal, you agree to a Minimum Subscription Period. During the Minimum Subscription Period you may not terminate your subscription.
- 12.2 After the Minimum Subscription Period: Your subscription will continue for the period during which the Subscriber Fee is paid by you or is payable by you. At the end of each billing period, your subscription will automatically continue for another period of the same duration as the prior billing period, provided you continue to pay the Subscriber Fee when due.

12.3 Sophie Grace may terminate your subscription where the following applies to you:

- (a) you breach any of these Terms (including, without limitation, by non-payment of any Subscriber Fees) and do not remedy the breach within seven (7) days after receiving notice of the breach if the breach is capable of being remedied;
- (b) subject to the Corporations Act, you or the Subscribing Entity become insolvent, or the Subscribing Entity goes into liquidation or has a receiver or manager appointed to any of its assets, or you make any arrangement with your creditors, or become subject to any similar insolvency event in any jurisdiction; or
- (c) you engage in any conduct or activity which, in our reasonable opinion, may cause Sophie Grace's (or any of its related bodies corporate) name or reputation to be brought into disrepute; or
- (d) you or one of the Subscribing Entity's officers or senior employees is charged with a criminal offence or is banned or disqualified under the Corporations Act.

12.4 After the Minimum Subscription Period has elapsed, you may terminate your subscription by providing Sophie Grace at least seven (7) days' notice in writing prior to your next payment falling due. Where you terminate under this section 12.4, no refunds will be provided, however you will maintain access to the Portal until the end of the period for which payment has been made.

12.5 The following clauses survive termination: clauses 7, 9, 10, 11, 12, 13 and 14.

13. Changes to these Terms

13.1 We may amend, change, revise, add, modify or replace these Terms without your consent by giving you notice via email.

13.2 When any amendments to these Terms are made, we will make the most recently updated Terms available on the Portal.

13.3 You may vary this agreement by varying your subscription via the "My Account" section of the Portal.

14. General

14.1 These Terms constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior and contemporaneous agreements, representations, understandings, negotiations and discussions between the parties, whether oral or written.

14.2 These Terms do not constitute, or give rise to or evidence of any partnership, joint venture or agency relationship between you and Sophie Grace.

14.3 You may only assign these Terms or a right under these Terms with Sophie Grace's prior written consent. We may sell, transfer, assign or otherwise dispose of our business, and may at any time assign these Terms or a right under these Terms by providing you with written notice.

- 14.4 If any one or more provisions of the Terms are held by a court to be contrary to law, then those provisions will be excluded, and the other provisions will remain in full force and effect. If Sophie Grace fails to exercise or enforce any rights or provisions of the Terms, this will not constitute a waiver of that right or provision unless Sophie Grace agrees in writing that it does so.
- 14.5 This Portal is established in Australia in accordance with the laws of Australia and will be governed by the laws of Australia. When you use the Portal, you accept that your use of the Portal, any information on the Portal and these Terms, will also be governed by the laws of Australia.
- 14.6 Any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Australia and the Australian courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Portal, although we retain the right to bring proceedings against you for breach of these Terms in your country of residence or any other relevant country.
- 14.7 For our Product Licence please refer to the Sophie Grace Shop Terms and Conditions.