



Terms of Use

1. Definitions

- (a) “Material” includes without limitation, all text, computer code, artwork, photographs, images, music, audio material, video material, data, information, publications, and intellectual property of any kind.
- (b) “Terms of Use” means these terms of use.
- (c) “Third Party Sites” means a third party website that is accessible through the Website and includes any intellectual property on such a website.
- (d) “us” or “we” or “our” means Colin Cunio Solicitors Pty Ltd.
- (e) “Website” means the domain name www.strataspecialistlawyers.com.au and includes any Material accessible through that domain name.
- (f) “you” means any entity (including a person) accessing the Website.

2. Agreement to comply with Terms of Use

- (a) By accessing this website in any way or form, you acknowledge and agree to be bound by these Terms of Use.
- (b) We may change the Terms of Use at our sole discretion and without notice to you.

3. Nature and purpose of the Website

- (a) The sole purpose of the Website is to provide you with information about us, an incorporated legal practice in New South Wales.
- (b) The Material on the Website does not provide legal advice in respect of any matter.
- (c) By accessing the Website, you agree that this you will not rely on any Material as legal advice or representations of any factual or legal matter. You must seek legal or other professional advice (e.g. planning, building, accounting, or financial) before doing or refraining from doing anything based on any Material on the Website, including and Material from Third Party Sites.
- (d) The use of the Website does not create, nor is it intended to create a solicitor client relationship between you and us.

4. Copyright and use of Material

- (a) We own the copyright of the Website and all Material on the Website.
- (b) We grant you a revocable non-exclusive license to view the Website and the Material on the Website, to copy and store the Website in the memory cache of the electronic program used to access the Website, and to print pages from the Website for your own personal and non-commercial use. We do not grant you any other rights in relation to the Website or the Material on the Website.
- (c) You must not otherwise use, edit, publish, copy, reproduce (including without limitation on another website), transmit, distribute, or broadcast in public, the Website or the Material on the Website, without our express written permission. You may request our permission by writing to us at info@strataspecialistlawyers.com.au.
- (d) We take the protection of our copyright very seriously. If we discover you have contravened the licence or have otherwise used the Website or the Material on the Website in any way which infringes our copyright, we may commence legal proceedings against you seeking an injunction and/ or damages, together with legal costs.
- (e) If you believe the Website or the Material on the Website infringes any person's copyright, please write to us at info@strataspecialistlawyers.com.au.

5. Access to the Website by you

- (a) We provide you with access to the Website at our sole discretion for lawful personal and non-commercial purposes only.
- (b) We do not represent or warrant that the Website will not contain any viruses, errors, or incompatible programming, or that the Material on the Website or Material on Third Party Sites are factually or legally accurate or correct, or contains errors or omissions.
- (c) We recommend that prior to downloading any file from the Website, you carry out a virus scan or employ any method to satisfy yourself of the safety or otherwise of the file.

6. Collection of information and privacy

- (a) The Website may use cookies.
- (b) The Website may collect personally identifiable information from your computer when you access the Website.
- (c) We may use and maintain any personal information you have given us by contacting us through the Website or otherwise.
- (d) Any information collected will be dealt with in accordance with our privacy policy.
- (e) We will not provide any personally identifiable information or data from your computer to any third parties.

- (f) We are not responsible for the information, privacy practices, or cookies on Third Party Sites.

7. Limitation of liability

- (a) Our liability is limited by the *Law Society of New South Wales Scheme*, a scheme established pursuant to the *Professional Standards Act 1994 (NSW)* and the *Professional Standards Regulations 2014 (NSW)*, as amended. The director and employees of Colin Cunio Solicitors Pty Ltd are members of the scheme.
- (b) We exclude all liability for any loss or damage resulting from use of the Website by you, including without limitation, loss of profits, loss of opportunity, loss of data, or any consequential loss.
- (c) In the event any law implies any obligation or warranty that cannot be excluded, our liability is limited, at our discretion to resupplying or repairing the Website or paying the cost of resupplying or repairing the Website.
- (d) The Terms of Use are governed by the laws of New South Wales. You submit to the non-exclusive jurisdiction of the courts of New South Wales in respect of any claim you may have in relation to the Terms of Use.