



marshalls + dent
+ wilmoth lawyers

Terms and Conditions

DRAFT

MDW EXPRESS

The simple way to create legal documents online

Terms and Conditions

1. WARM WELCOME FROM XYZ

- 1.1 Welcome to xyz and thank you for visiting us. provides (together, “Service”).
- 1.2 These terms and conditions (“Terms”) govern your access to and use of XYZ. Please read these Terms carefully and contact us if you have any questions.
- 1.3 In these Terms, “our” “we” or “us” means (ACN/ABN)- the owner and operator of , and its related bodies corporate.
- 1.4 **By accessing or using xyz, you agree to be bound by these Terms and our Privacy Policy as amended from time to time.**

2. USE OF XYZ

- 2.1 You may use our Service only if you can legally form a binding contract with us by registering for an account (“Account”) and comply with these Terms and all applicable laws.
- 2.2 If you are an individual, you must be at least 18 years old to use XYZ.
- 2.3 As part of the registration process and your access to our Service, you may create one Account only and provide us with your accurate and complete information, including name
- 2.4 You agree that:
 - (a) subject to these Terms and our policies (including our Privacy Policy), we grant you a limited, non-exclusive, non-transferable and revocable licence to use XYZ;
 - (b) our Service shall be used for lawful purposes only and that you will not use any obscene or offensive language, or place on the service any material is false, defamatory, abusive, harassing or hateful; and
 - (c) you must not place on the Service any material that is encrypted, constitutes junk mail or unauthorised advertising, invades anyone’s privacy, encourages conduct that would constitute a criminal offence or give rise to civil liability, or that otherwise violates any local, state, national or international law or regulation.
- 2.5 XYZ may contain links and other pointers to Internet websites or applications operated by third parties. We do not control and are not responsible for these linked websites and their contents. Your access to any such websites is entirely at your own risk, so please contact

the relevant third-party directly to make inquiries concerning the information prior to entering into a transaction with them.

- 2.6 If you open an Account on behalf of an organization or entity, (a) “you” includes you and that entity and (b) you confirm that you agree to these Terms on the entity's behalf.
- 2.7 You are solely responsible for any material, content or data that you (a) post, publish or otherwise transmit through the platform, if available, and (b) obtain through accessing or using the Service (“User Content”). We reserve the right to remove any User Content for any reason without prior notice. You grant us a royalty-free, worldwide, perpetual, irrevocable, non-exclusive, transferable, assignable, sub-licensable licence to use, reproduce, modify, remove, copy, store and exploit your User Content for our business or commercial purposes.
- 2.8 By registering for an Account, you agree that we may send you text (SMS) messages as part of the normal business operation of your use of the Service. You may opt-out of receiving SMS messages from us by contacting us and you acknowledge that opting out of receiving SMS messages may impact your use of our Service.
- 2.9 Part of our Service may include software that is downloaded to your computer, phone, tablet or other device. You agree that we may automatically update that software and these Terms will apply to any updates.
- 2.10 If you link your social media accounts from other third party services to XYZ, we may also get information from those accounts. The information we get from those services depends on your settings and their privacy policies, so please check what those are.

3. **PRIVACY POLICY**

- 3.1 To offer our Service, we will need to collect personal information from users.
- 3.2 We will collect, use and disclose any personal information which you provide to us when accessing XYZ in accordance with our Privacy Policy. For more information on our information collection and handling practices in accordance with our Privacy Policy which can be found at [insert link to privacy policy].

4. **SECURITY**

- 4.1 We care about the security of our users. While we work to protect the security of your Account, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. We ask that you keep your password and confidential information secure.
- 4.2 Please notify us immediately of any compromise or unauthorised use of your Account. For Accounts created on behalf of a company, organisation or other entity, you are responsible for ensuring that only authorised individuals have access to the Account.

5. PAYMENT TERMS

5.1 If you pay for our Service, then these payment terms apply to you and you agree to them:

- (a) If there is a charge associated with a portion of the Service, you will be notified of any applicable fee and taxes prior to purchase on the checkout page. Where the option is given to you, you pay for the Service ("Payment") by way of PayPal. All Payments are made in Australian Dollars (AUD) and may be converted to your local currency at the time of your order.
- (b) We may suspend or cancel your order if we do not receive an on-time, full payment from you. Suspension or cancellation of a Service for non-payment could result in a loss of access to and use of your Account.
- (c) We reserve the right to provide notice to you that a Service must be paid for prior to delivery or supply.
- (d) When you purchase a Service on a subscription basis (e.g., monthly, quarterly or annually), you agree that you are authorising recurring Payments, and Payments will be made to us by the method and at the recurring intervals you have agreed to, until the subscription for that Service is terminated by you or by us. By authorising recurring Payments, you are authorising us to process such Payments as either electronic debits or fund transfers, or as electronic drafts or as charges to your designated account (for credit card or similar payments) (collectively, "Electronic Payments"). Subscription fees are generally charged in advance of the applicable subscription period. If any Payment is returned unpaid or if any credit card or similar transaction is rejected or denied, we or our service providers reserve the right to collect any applicable return item or withdraw our Service.

You may choose for the Service to automatically renew at the end of a subscription term. We will remind you by email, or other reasonable manner, before our Service renews for a new term, and notify you of any price changes in accordance with (f). Once we have reminded you that you elected to automatically renew the Service, we may automatically renew that Service at the end of the subscription term and charge you the then current price for the renewal term, unless you have chosen to cancel the Service. We will also remind you that we will bill your chosen payment method for the Service renewal. You must cancel the Service before the renewal date to avoid being billed for the renewal.

- (e) We will provide to your Account with an online billing statement where you can view and print your statement. If we make an error on your bill, you must tell us within 90 days after the date of billing statement. We will then promptly investigate the charge. If you do not tell us within that time, you release us from all liability and claims of loss