



MORTY MEMBERSHIP TERMS AND CONDITIONS

These terms and conditions (**Terms**) are the contract between you as a Morty membership member (**you** or **your**) and Your Estate Lawyer Pty Ltd ABN 86650474329 of 8 Timothy James Court, Riverglades SA 5253 (**us, our** or **we**).

By visiting or using the Membership platform at <https://www.yourestatelawyer.com.au/morty/> (**Site**), you agree to be bound by the Terms. Please read this agreement carefully and save it. If you do not agree to be bound by the Terms, you should leave the Site immediately.

1. Definitions

- 1.1 In this agreement, the following words have the following meanings:
 - 1.1.1 **Content** means the written, video or sound content that is available for you on the Site.
 - 1.1.2 **Membership** means your Morty membership of the Site and these Terms. It includes the membership service we provide as set out on our Site and in this contract.
 - 1.1.3 **Partner Company or Partner Companies** means any of our partner companies in the provision of the Membership Services to you, including The BePrepared Company.
 - 1.1.4 **Services** means all of the services or benefits available with your Membership on the Site, whether free or paid.
 - 1.1.5 **Site** means the Membership platform accessed through <https://www.yourestatelawyer.com.au/morty/> and any other app or service designed for access by mobile phones or fixed devices and includes all web pages controlled by us or our Partner Companies.

2. Our contract

- 2.1 These terms and conditions regulate our business relationship with you. By electing to join our Membership Services or use our Site free of charge, you agree to be bound by them. The contract between us comes into existence when we receive payment from you for your Membership.
- 2.2 In entering into this contract you acknowledge and agree that you have not relied on any representation or information from any source except the definition and explanation of the Services given on our Site.
- 2.3 Subject to these Terms, we agree to provide to you the Services described on our Site at the prices we charge from time to time.
- 2.4 If we give you free access to a Service or feature on our Site which is normally a paid Membership only feature, and that Service or feature is usually subject to additional contractual terms, you agree that you will abide by those additional terms in order to gain access to that feature.

3. Your account and personal information

- 3.1 When you visit our Site, you accept responsibility for any action done by any person in your name or under your account or password. You should take all



necessary steps to ensure that your password and access to our Site is kept confidential and secure.

- 3.2 You agree to inform us immediately if you have any reason to believe that your password or other security details have become known to anyone else or will likely be used in an unauthorised manner.
- 3.3 You agree that you have provided accurate, up to date, and complete information about yourself to us. We are not responsible for any error made as a result of such information being inaccurate.
- 3.4 You agree to notify us of any changes in your information, such as updated credit card details or other critical personal information immediately once a change occurs. If you do not do so, we may terminate your account at our discretion.

4. **Membership**

- 4.1 Details of the cost and benefits of Membership are as set out on our Site. You may subscribe to Membership Services at any time on the basis we offer it to you at the time you elect to subscribe.
- 4.2 You do not have to take any action for these Terms to apply other than electing to be bound by the Membership. By accepting these Terms, you instruct us to give you immediate access to the **Membership Services** and you know that by doing so, you may not be entitled to a refund of any Membership fees paid to us.
- 4.3 You acknowledge that there is a 12-month minimum term for Membership (**Minimum Term**). If you wish to cease using the Services prior to the end of the Minimum Term, you will still be charged the full cost for the Minimum Term.
- 4.4 Membership subscription terms may be either the Minimum Term or a 5-year term (together referred to as **Membership Term**).
- 4.5 Termination of Membership will be regulated by this contract set out in clause 11 below.
- 4.6 You may not transfer your Membership to any other person.
- 4.7 We reserve the right to modify the Membership rules or system and to change the Terms of this contract at any time, with notice to you. If, after such modifications, you continue to use your Membership, we will deem this as your acceptance of the modified Terms.

5. **Prices and Payment**

- 5.1 The price payable for the Membership is set out on our Site. We reserve the right to update that Membership price from time to time at our discretion.
- 5.2 The price charged for Membership will be in Australian Dollars, if you are located in another country, you may be charged international conversion rates and be subject to an exchange rate. You will be required to pay any additional fees in this regard.
- 5.3 Prices are inclusive of any goods and services tax or other sales tax (where it is applicable).



- 5.4 You will pay all sums due to us under these Terms and your Membership by the means specified without any set-off, deduction or counterclaim.
- 5.5 Subject to Clause 12.3, Membership is non-refundable and non-transferable.

6. **Renewal**

- 6.1 Your Membership and licence to use the Membership Services will renew automatically at the end of your Membership Term. At the end of your Membership Term we will automatically take payment from your credit card or other specified method of payment of the sum specified on our Site as the then monthly Membership fee.
- 6.2 Membership is ongoing until such time as you actively cancel your Membership in accordance with these Terms.

7. **Security of your credit card**

- 7.1 Please note that credit card payments are not processed on a page controlled by us.
- 7.2 Processing takes place on the third party payment processor connected to our Membership Site, and we are bound by their terms and conditions and any other relevant third payment processor that the Membership Site uses to take your payment.
- 7.3 If you have concerns about the safety or otherwise of your card, the Membership Site and other third payment processor terms should be read before you agree to the monthly membership direct debit from your card to ensure the details are being kept safely. While we will use our reasonable commercial endeavours to ensure the safety of any details we hold, we cannot directly control the details held by third party sites and will not be liable in this regard.

8. **How we handle your data**

- 8.1 In becoming a Member and using our Membership Services, you will be able to store your data with us (**Data**). We acknowledge that such Data may include personal information and sensitive information. All Data provided to us is encrypted so that only you and your nominated persons are able to see the Data.
- 8.2 You acknowledge that our Services are partly dependant on our Partner Companies and that storage specifically is managed by our Partner Company The BePrepared Company. You acknowledge and agree that:
 - 8.2.1 these Terms are subject to any agreement between us and The BePrepared Company;
 - 8.2.2 Data may be stored either in Australia or overseas; and
 - 8.2.3 while we do our best to protect your Data, including ensuring all Data stored with us is encrypted and using multi-factor authentication, we or our Partner Companies may be subject to third party hackers or other malware attacks. We are not liable for the loss of any of your Data in this regard.



- 8.3 Please notify us immediately if you become aware of any security breach or unauthorised use of your account.
- 8.4 The way we manage your personal or sensitive information is set out at our privacy policy at <https://www.yourestatelawyer.com.au/privacy-policy/>.

9. Security of Our Website

You agree that you will not, and will not allow any other person to:

- 9.1 modify, copy, or cause damage or unintended effect to any portion of our Site, or any software used within it.
- 9.2 link to our Site in any way that would cause the appearance or presentation of our Site to be different from what would be seen by a user who accessed our Site by typing the URL into a standard browser;
- 9.3 download any part of our Site, without our express written consent;
- 9.4 collect or use any product listings, descriptions, or prices;
- 9.5 collect or use any information obtained from or about our Site or the Content except as intended by this agreement;
- 9.6 aggregate, copy or duplicate in any manner any of the Content or information available from our Site, other than as permitted by this agreement or as is reasonably necessary for your use of the Services; or
- 9.7 share with a third party any login credentials to our Site.
- 9.8 Notwithstanding the preceding clauses, we grant a licence to you to:
 - 9.8.1 create a hyperlink to our Site for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon you not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent; and
 - 9.8.2 you may copy the text of any page for your personal use in connection with the purpose of our Site a Service we provide.

10. Disclaimers

- 10.1 The law differs from one country to another. This clause applies so far as the applicable law allows.
- 10.2 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub clause shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.
- 10.3 The Site and our Membership and Services are provided "as is". We make no representation or warranty that the Site, Membership or Services will be:
 - 10.3.1 useful to you;
 - 10.3.2 of satisfactory quality;



- 10.3.3 fit for a particular purpose; and
- 10.3.4 available or accessible, without interruption, or without error;
- 10.4 Your use of the Membership Services or the Site, or the exercise of any right granted under this agreement will infringe any other intellectual property or other rights of any other person.
- 10.5 Our Site may contain links to other third party Internet websites (**Third Party Sites**). We do not have power or control over any Third Party Sites and you acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 10.6 We are not liable in any circumstances for special, indirect or consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of our Site.
- 10.7 We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our Site or receive directly from a third party as a result of an introduction via our Site. You must make your own enquiries regarding your individual circumstances before applying any information or otherwise obtained from our Site and we disclaim all responsibility in this regard.

11. Duration and termination

- 11.1 This agreement shall operate for your chosen Membership Term and will be on-going until such time as you terminate your Membership.
- 11.2 You may terminate this agreement at any time, for any reason, at least 30 days prior to the end of your Membership Term by emailing a cancellation notice to our nominated email address at the foot of these Terms. Upon such cancellation, the Membership will terminate 30 days from the date the notice is received. We reserve the right to check the validity of any request to terminate membership before acting on it.
- 11.3 Where you wish to terminate your Membership prior to the end of your Membership Term but after the Minimum Term has passed, we reserve the right to charge you the full cost of your Membership Term and refunds will only be issued at our sole and absolute discretion.
- 11.4 We may terminate this agreement by sending you written notice at any time and for any reason (including where any Partner Company ceases to work with us in providing the Services for any reason) with immediate effect. You acknowledge that if your Membership is terminated under this clause, the Membership will terminate immediately and the next monthly membership payment will be cancelled by us. We may provide you with a pro-rata refund for the remainder of your Membership Term if this occurs at our sole and absolute discretion.
- 11.5 There shall be no re-imbusement or credit if the Service is terminated due to your breach of the terms of this agreement.
- 11.6 Termination by either party shall have the following effects:
 - 11.6.1 your right to use the Services immediately ceases; and



11.6.2 your account will be closed and all Data stored with us will be permanently deleted or destroyed.

11.7 We retain the right, at our sole discretion, to terminate any and all parts of the Services provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

12. Intellectual property rights

12.1 Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property) in the Content on the Site and delivered via our Services. Your use of the Site and our Services to participate in the Membership we offer and your use of or access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content.

12.2 You must not, without our prior written consent:

12.2.1 copy or use, in whole or in part, any Content;

12.2.2 reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or

12.2.3 breach any intellectual property rights connected with our Site, including (without limitation) by:

(a) altering or modifying any of the Content; or

(b) causing any of the Content to be framed or embedded in another website or platform.

13. Interruption to Services

13.1 If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.

13.2 You acknowledge that the Services may also be interrupted for many reasons beyond our control, including where an interruption has occurred with a Partner Company.

13.3 You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

14. Limitation of liability

14.1 Our total liability to you, for any one event or series of related events, and whether in contract, tort, negligence, breach of statutory duty or otherwise, shall be limited to the amount of your monthly Membership fee.

14.2 Neither party shall be liable to the other in any possible way, for any loss or expense which is:

14.2.1 indirect or consequential loss; or

14.2.2 economic loss or other loss of turnover, profits, business or goodwill.



14.3 This clause (and any other clause which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.

15. Indemnity

You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:

- 15.1 any act, neglect or default of yours in connection with this agreement or your use of the Services;
- 15.2 your breach of this agreement;
- 15.3 your failure to comply with any law; and
- 15.4 a contractual claim arising from your use of the Services.

16. Miscellaneous matters

- 16.1 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 16.2 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 16.3 If you are in breach of any term of this agreement, we may:
 - 16.3.1 terminate your account and refuse access to our Site; and/ or
 - 16.3.2 issue a claim in any court.
- 16.4 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 16.5 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 16.6 Any communication to be served on either of the parties by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail. It shall be deemed to have been delivered:
 - 16.6.1 if delivered by hand: on the day of delivery;
 - 16.6.2 if sent by post to the correct address: within 72 hours of posting; and
 - 16.6.3 if sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if the sender has received no notice of non-receipt.
- 16.7 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.



- 16.8 So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 16.9 Neither party shall be liable for any failure or delay in performance of this agreement that is caused by circumstances beyond its reasonable control.
- 16.10 The laws of South Australia govern the validity, construction and performance of this agreement and you agree that any dispute arising from it shall be litigated in accordance with the laws of South Australia.

Contact: Fiona Shilton

Email: Support@yourestatelawyer.com.au