



LEGALVISION ILP PTY LTD – REFER A MEMBER TERMS & CONDITIONS

1. Introduction

- (a) These terms and conditions (**Terms**) are entered into between **you**, the individual or entity participating in this referral program and:
- where you participate in this program from Australia, LegalVision ILP Pty Ltd (ABN 50 167 804 088); or
 - where you participate in this program from the United Kingdom, LegalVision Law UK Ltd (Company number 13704561);

(LegalVision, we, us or our).

- (b) If you are an existing member with us, you will also be known as the **Referrer**. If you are a new member with us, who has been referred by a Referrer, you will also be known as the **Referral**.
- (c) These Terms apply to our offer to provide you with the Incentives when you refer a person or entity to become a member with us through the website (**Website**), in accordance with the process set out in these Terms (**Program**). This Program is not applicable in conjunction with any other promotional offer unless expressly indicated.
- (d) You accept these Terms by sharing the Referral's details with us or by otherwise participating in the Program.
- (e) By participating in this Program, you represent, warrant and agree that:
- you have full legal capacity, right, authority and power to participate in this Program; and
 - you are not aware of any actual or potential conflict of interest that may prevent you from participating in the Program, including at law or under any other instrument binding on you.

2. Incentives

- (a) The incentives available are:

Where you are participating in the Program from Australia:

| Recipient | Incentive |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Referral | Membership fees for your twelfth month will be waived. |
| Referrer | Provided your Referral has not cancelled during any trial or cooling-off period at the start of their membership, you will receive AUD\$2,000 as a cash commission (excl. GST). |

Where you are participating in the Program from the United Kingdom:

| Recipient | Incentive |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Referral | Membership fees for your twelfth month will be waived. |
| Referrer | Provided your Referral has not cancelled during any trial or cooling-off period at the start of their membership, you will receive £1,000 as a cash commission (excl. VAT). |

(Incentives)

- (b) As an alternative to the Incentives listed above, you may choose to have 500 trees planted in your name instead. This option is available through our partnership with Ecologi. You can read more about this partnership and the option to have trees planted in your name here: <https://ecologi.com/legalvision>. Please note that if you select this option, no Incentive is available, or will be provided, to the Referral.
- (c) You can nominate which Incentive you would like to receive when you complete the initial form, as contemplated by these Terms at clause 4(b) below.
- (d) Once it has been selected and confirmed, your Incentive will be automatically applied and you do not need to take any action to redeem or apply the Incentive.

3. Eligibility Criteria

- (a) Subject to the following eligibility criteria, as part of the Program, you are eligible to receive the Incentives when:
 - i. if you are the Referrer, you share with us the details of the Referral, and your Referral becomes a member in accordance with the timeframe stated in clause 3(b); and
 - ii. if you are the Referee, you begin a membership with us in accordance with the timeframe stated in clause 3(b).
- (b) If you are the Referrer, in order for you to qualify to receive the Incentive:
 - i. your membership with us must be in good faith;
 - ii. you must have been a member with us for at least one month;
 - iii. the Referral must be a new client (e.g. they cannot have an existing account with LegalVision or be a Group Company of an existing member);
 - iv. you must not refer a Referral that is part of your Group Company or where you would personally benefit from the Incentive being received by the Referral;
 - v. the Referral must sign up for a 3 year or 5 year membership with us;
 - vi. the Referral must agree to become a member within 30 days of receiving an introduction from us to our membership.
- (c) If you are the Referral, in order for you to qualify to receive the Incentive:
 - i. you must be a new client (e.g. you cannot have an existing account with LegalVision or be a Group Company of an existing member);
 - ii. you must sign up for a 3 year or 5 year membership with us;
 - iii. you must agree to become a member within 30 days of receiving an introduction from us to our membership.
- (d) We reserve the right to exclude a Referral, in accordance with the above criteria and in our sole discretion.
- (a) We reserve the right to validate the eligibility of any Referral for membership, and may, at our sole discretion, determine any Referral to be ineligible.

4. Program

- (a) This Program commences on 1 September 2023 and is only available to you if the Eligibility Criteria under clause 3 is satisfied.
- (b) As a Referrer, you will be required to complete the referral website form where you can input the details of the Referral.
- (c) As a Referral, we will contact you promptly after receiving your details from the Referrer.
- (d) As a Referrer, you may introduce multiple Referrals and receive the Incentive multiple times in accordance with these terms.
- (e) This Program is not available in conjunction with any other promotional offer unless expressly indicated.
- (f) We reserve the right to withdraw or amend this Program (including with respect of the amount of the Incentives) at any time at our sole discretion. If this Program is withdrawn or amended, we will honour the Program in respect of any Referrals that were made prior to the Program being withdrawn or amended, provided that the Eligibility Criteria is satisfied.
- (g) For the avoidance of doubt, you will not receive an additional Incentive where your Referral refers a third person.

5. Privacy

- (a) If you are providing us with Personal Information or Personal Data about somebody else, including a Referral, you represent and warrant that you have such person's consent to provide the Personal Information or Personal Data to us. You agree to indemnify us and hold us harmless in respect of any liability we may incur or otherwise become liable for as a result of receiving any Personal Information or Personal Data from you.
- (b) For privacy reasons, we will not tell you which Referral met the applicable Eligibility Criteria or about the scope of their membership moving forward.
- (c) We collect Personal Information or Personal Data from you in order to make available the Program and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, and as required, to regulatory authorities. Please see our Privacy Policy (available at <https://legalvision.com.au/privacy-policy/> in Australia and <https://legalvision.co.uk/privacy-notice/> in the UK) for more information about how we collect, store, use and disclose Personal Information, including details about overseas disclosure, access, correction, how you can make a privacy-related complaint and our complaint-handling process. By providing Personal Information to us, you agree to the collection, use, storage and disclosure of that information as described in these Terms and in our applicable Privacy Policy.

6. General

- (a) The Incentives cannot be applied to previous outstanding invoices, and is not redeemable for cash.

- (b) Behaviour that is not consistent with the intent of the Program, including but not limited to, publishing, advertising or selling your specific referral details or any conduct on your part which is designed to undermine the intended operation of the Program, is prohibited and may constitute fraud.
- (c) If we become aware, or have reason to suspect, that you are fraudulently partaking in the Program, and/or have breached these Terms, you may be disqualified from participating in this Program or any future programs.
- (d) A Referral will not be accepted, and we accept no liability, if your entry is incomplete or invalid. We accept no liability if the information in your referral form is entered incorrectly or does not otherwise match our requirements.
- (e) For the avoidance of doubt, you may not refer yourself to also be the Referral (e.g. by using separate business entities of your Group Company to be the Referral).
- (f) Any decision made by us in relation to the Program is final in all matters.
- (g) To the maximum extent permitted by law:
 - i. neither party will have any Liability for Consequential Loss; and
 - ii. our maximum aggregate liability arising from or in connection with the Program will be limited to, and must not exceed, the value of the Incentives you have received in the 12 months prior to the Liability arising.
- (h) To the maximum extent permitted by law we shall have no Liability for:
 - i. any failure of the Website that affects your ability to redeem the Incentive;
 - ii. any malfunction of your systems, including computers, servers or third party providers, and facilities;
 - iii. any acts or omissions by you; and
 - iv. any loss, damage, personal injury or death caused or contributed to by your participation in this Program.
- (i) Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify any legislation which cannot lawfully be excluded or limited, including the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth) and any other applicable legislation, including but not limited to the *Consumer Guarantees Act* (NZ) or the *Consumer Rights Act 2015* (UK).
- (j) **Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations, if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.
- (k) **Governing Law:** These Terms are governed by the laws of the state or country in which we are duly incorporated. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in those locations and any courts entitled to hear appeals from these courts.

7. Definitions

- (a) **Consequential Loss** includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Services (including our Platform) will not constitute "Consequential Loss".
- (b) **Group Company** means an entity and its "related bodies corporate" as that term is defined under the *Corporations Act 2001* (Cth) (or in relation to the UK "associated bodies corporate", as that term is defined under the *Companies Act 2006*).
- (c) **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.
- (d) **Personal Data** has the meaning given to it in the *Data Protection Act 2018*.
- (e) **Personal Information** means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.

For any questions and notices, please contact us at:

In Australia, LegalVision ILP Pty Ltd (ABN 50 167 804 088)

Email: info@legalvision.com.au

In the UK, LegalVision Law UK Ltd

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