

TERMS & CONDITIONS



Relationship to other policies

These Terms & Conditions should be read together with our Privacy Policy, our Cookie Policy, our and Liability & Disclaimer statement.

Overview

These Terms & Conditions set out:

- a description of our Platform;
- a description of our Online Services;
- your acceptance of our Terms & Conditions;
- our registration requirements;
- your obligations as a User;
- your status as a User, Registered User, Approved User, Approved Lead, and/or Approved Client (as applicable);
- payments (if any) on the Platform;
- your privacy and our use of cookies;
- copyright, IP and confidentiality matters;
- our liability & disclaimer; and
- general legal matters.

Terminology

We use certain capitalised terms throughout these Terms & Conditions.

A list of capitalised terms and their meanings is contained at the end of these Terms & Conditions under the heading 'Glossary'.

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1. Platform & Online Services

- 1.1. The Company operates the Platform.
- 1.2. The Company provides the Online Services via the Platform.
- 1.3. The Company provides access to and use of the Platform to facilitate provision of the Online Services.

2. Changes to Terms & Conditions

- 1.1. We reserve the right to review and/or change any of the Terms & Conditions by updating this page in our absolute & sole discretion.
- 1.2. When we update the Terms & Conditions, we will use reasonable endeavours to provide you with notice of updates to them.
- 1.3. Any changes to the Terms & Conditions take immediate effect from the date of their publication.
- 1.4. Before you continue to use our Platform or Online Services provided under it, we recommend you keep a copy of our Terms & Conditions for your records, which you may download solely for that purpose.

3. Acceptance of the Terms & Conditions

- 1.1. Please read these Terms & Conditions carefully.
- 1.2. By browsing, reading, watching, remaining on and/or using or continuing to use any part of the Platform (including browsing, reading, watching, remaining on, downloading material from, scheduling, messaging, requesting documents or information, uploading documents or information or otherwise), you signify that you have read, understood and agree to be bound by the Terms & Conditions.
- 1.3. You may also accept the Terms & Conditions by clicking to accept or agree to them where this option is made available to you by us in the user interface (including through the act of registration).
- 1.4. If you do not agree with the Terms & Conditions, you must immediately cease usage of the Platform or any Online Services provided under it.

4. Registration to access & use the full-suite of Online Services

4.1. Other than browsing the publicly available non-password-protected Website pages (including links to publicly available Social Media, Business Platform & Jobs Platform Pages), in order to access the full-suite of Online Services offered by us, you must first register your interest in our Business through the Portal.

4.2. There is no fee for registering as a user on the Platform.

4.3. As part of the registration process, or as part of your continued use of the Online Services, you may be required:

(a) *Basic Information* - to provide basic personal information about yourself (such as identification or contact details), including:

- your Name;
- your Email Address;
- your Mobile Number;
- your Mailing Address;
- your LinkedIn Profile URL; and
- your preferred username and/or password.

(a) *Specific Information* - to provide more detailed information regarding your interest in interest in our Business and how we might be able to assist you, including:

- if you are a law firm: your position, title, practice group/department, authority, practice area, city office and your scope of interest in legal contracting services;
- if you are a legal counsel: your seniority, your specialisation, your scope of interest in contracting services;
- how you heard about us;

(c) *Additional Information* - to provide further information as we deem necessary (in our absolute discretion) to verify your identity, credentials and other information you have provided to us.

4.4. You warrant that any information you give to us in the course of completing the registration process or liaising with us will always be accurate, correct and up to date. You undertake to promptly update the information you provide us if it becomes inaccurate, incorrect or out of date for any reason.

4.5. There are various 'user' types on our Platform (including User, Registered User, Approved User, Approved Lead, Approved Client & Approved Contractor).

You acknowledge and agree that the different users specified below have different rights and obligations as specified and agree to be bound accordingly.

(a) User

- If you use any part of the Platform (including by browsing, reading, watching, remaining on, downloading material from, scheduling, messaging, requesting documents or information, uploading documents or information or otherwise), then you are, for the purposes of these Terms & Conditions (and your rights and obligations under them) a 'User'.
- As a person who has the designation 'User' (and no other designation by us), you have the rights specified under the Privacy Policy (including the Cookie Policy) and the rights expressly specified as applying to 'Users' under these Terms & Conditions, but no other rights.
- Without limiting the forgoing, as a person who only has the designation 'User' (and no other designation by us), you are only entitled to browse the publicly available non-password-protected Website pages and Social Media, Business Platform & Jobs Platform Pages and to seek to register your interest in our Business.
- Without limiting the forgoing, but subject to the Privacy Policy (including the Cookie Policy), as a person who only has the designation 'User' (and no other designation by us), you will not have any other rights to request information or documents from us.
- Without limiting the forgoing, as a person who only has the designation 'User' (and no other designation by us), we reserve the right to discontinue your use of any part of our Platform or Online Services available under it, without giving you any reason.
- Without limiting the forgoing, until you have been expressly designated by us as a Registered User, an Approved User, an Approved Lead, an Approved Client and/or an Approved Contractor (as the case may be), you have none of the rights associated with those designations.

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- Without limiting the forgoing, as a person who only has the designation 'User' (and no other designation by us), you are not entitled to use the Portal or access the other Online Services (other than to register your interest). Specifically, you:
 - o have no right or entitlement to schedule a telephone call, online conference or face-to-face meeting with us in relation to our Business;
 - o have no right or entitlement to send us a message using the Portal in relation to our Business;
 - o have no right or entitlement to request a password for videos on our Website and/or our Social Media, Business Platform & Jobs Platform Page;
 - o have no right or entitlement to request a copy of our Brochure;
 - o have no right or entitlement to request a copy of our Proposal;
 - o have no right or entitlement to request a copy of any Master Agreement;
 - o have no right or entitlement to request a copy of any Contract Schedule;
 - o have no right or entitlement to request any other document or information from us.

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(b) Registered User

- Once you have completed the registration process, you will be designated a 'Registered User'.
- Completion of registration does not mean you are an Approved User, Approved Lead, Approved Client or Approved Contractor.
- As a Registered User, you will be able to schedule a telephone call, online conference or face-to-face meeting with us in relation to our Business or to send us a message via the Portal in relation to our Business.
- Subject to the Privacy Policy (including the Cookie Policy) you will not have any other rights to request information or documents from us.
- Without limiting the forgoing, until you have been designated an 'Approved User' by us (in our absolute discretion) you will not be entitled to request a password for videos on our Website and/or our Social Media, Business Platform & Jobs Platform Page or to request a copy of our Brochure, and we reserve the right to discontinue your use of any part of our Platform or Online Services available under it, without giving you any reason.
- Without limiting the forgoing, until you have been designated an 'Approved Lead' by us (in our absolute discretion) you will not be able to request a Proposal or Master Agreement.
- Without limiting the forgoing, until you have been designated an 'Approved Client' by us (including by signing a binding Standard Client Master Agreement):
 - o you will not be able to request a Contract Schedule;
 - o you will not be a client of the Business;
 - o you will not have any rights as a client (for the purposes of applicable professional standards rules or legislation).
- Without limiting the forgoing, until you have been designated an 'Approved Contractor' by us (including by signing a binding Standard Contractor Master Agreement):
 - o you will not be a contractor of the Business;
 - o you will not have any rights as a contractor (for the purposes of applicable professional standards, industrial, occupational, health, safety & remuneration rules or legislation).

(c) *Approved User*

- Only after we have verified your particulars and confirmed the same in writing to you, will you be designated an 'Approved User'.
- Designation as an Approved User does not mean you are an Approved Lead, Approved Client or Approved Contractor.
- As an Approved User (in addition to your rights as a Registered User) you will be entitled to request a password for videos on our Website and/or our Social Media, Business Platform & Jobs Platform Page and/or a copy of our Brochure. Subject to the Privacy Policy (including the Cookie Policy) you will not have any other rights to request information or documents from us.
- Without limiting the forgoing, until you have been designated an 'Approved Lead' by us (in our absolute discretion) you will not be able to request a Proposal or Master Agreement.
- Without limiting the forgoing, until you have been designated an 'Approved Client' by us (including by signing a binding Standard Client Master Agreement):
 - o you will not be able to request a Contract Schedule;
 - o you will not be a client of the Business;
 - o you will not have any rights as a client (for the purposes of applicable professional standards rules or legislation).
- Without limiting the forgoing, until you have been designated an 'Approved Contractor' by us (including by signing a binding Standard Contractor Master Agreement):
 - o you will not be a contractor of the Business;
 - o you will not have any rights as a contractor (for the purposes of applicable professional standards, industrial, occupational, health, safety & remuneration rules or legislation).

(d) *Approved Lead*

- Only after:
 - o you have been designated an 'Approved User'; and
 - o we have had a telephone call, online conference or face to face meeting with you (as the case may be); and
 - o we are satisfied (in our absolute discretion) that our Business may be an appropriate fit to meet your needs, will you be designated by us as an 'Approved Lead'.
- Designation as an Approved Lead does not mean you are an Approved Client or Approved Contractor.
- As an Approved Lead (in addition to your rights as a Registered User and an Approved User) you will be able to request a Proposal and/or a Master Agreement from us. Subject to the Privacy Policy (including the Cookie Policy) you will not have any other rights to request information or documents from us.
- Until you have been designated an 'Approved Client' by us (including by signing a binding Standard Client Master Agreement):
 - o you will not be able to request a Contract Schedule;
 - o you will not be a client of the Business;
 - o you will not have any rights as a client (for the purposes of applicable professional standards rules or legislation).
- Until you have been designated an 'Approved Contractor' by us (including by signing a binding Standard Contractor Master Agreement):
 - o you will not be a contractor of the Business;
 - o you will not have any rights as a contractor (for the purposes of applicable professional standards, industrial, occupational, health, safety & remuneration rules or legislation).

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(e) Approved Client

- Only after:
 - you have been designated an 'Approved Lead'; and
 - you have signed and returned to us a binding Standard Client Master Agreement signed by you,

will you be an Approved Client (for the purposes of these terms and conditions).

- As an Approved Client (in addition to your rights as a Registered User, an Approved User and an Approved Lead):
 - you will be able to request a Contract Schedule from us;
 - you will have the additional rights and obligations set out in your Standard Client Master Agreement.
- To the extent of any inconsistency between these Terms & Conditions and your Standard Client Master Agreement, the terms of your Standard Client Master Agreement prevail.
- As an Approved Client you will not be entitled to any designation as an 'Approved Contractor', and accordingly:
 - you will not be a contractor of the Business; and
 - you will not have any rights as a contractor (for the purposes of applicable professional standards, industrial, occupational, health, safety & remuneration rules or legislation).

(f) Approved Contractor

- Only after:
 - you have been designated an 'Approved Lead'; and
 - you have signed and returned to us a binding Standard Contractor Master Agreement signed by you,will you be an Approved Contractor (for the purposes of these terms and conditions).
- As an Approved Contractor (in addition to your rights as a Registered User, an Approved User and an Approved Lead) you will have the additional rights and obligations set out in your Standard Contractor Master Agreement.
- To the extent of any inconsistency between these Terms & Conditions and your Standard Contractor Master Agreement, the terms of your Standard Contractor Master Agreement prevail.
- As an Approved Contractor you will not be entitled to any designation as an 'Approved Client', and accordingly:
 - you will not be able to request a Contract Schedule;
 - you will not be a client of the Business;
 - you will not have any rights as a client (for the purposes of applicable professional standards rules or legislation).

4.6. Without limiting any other restriction contained in these Terms & Conditions, you may not use Platform or any Online Services provided under them and may not accept the Terms & Conditions if:

- (a) you are not of legal age to form a binding contract with the Company; or
- (b) you are a person barred from receiving the Online Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Online Services; or
- (c) you have been prohibited by us from using the Platform and/or accessing the Online Services (or any part of them).

5. Your obligations as a user

5.1. As a user, you agree to comply with the following:

(a) you will use the Platform and utilise the Online Services:

- only in accordance with your designation as User, Registered User, Approved User, Approved Lead, Approved Client and/or Approved Contractor (as the case may be);
- only for purposes that are permitted by the Terms & Conditions; and
- only for purposes that are permitted by any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;

(b) you have the sole responsibility for protecting the confidentiality of your password, email address and/or access information;

(c) any use of your password, email address and/or access information by any other person, or third parties, is strictly prohibited;

(b) use of your password, email address or other access information by any other person may result in the immediate cancellation of the Online Services to you and your prohibition from using the Platform;

(c) you agree to immediately notify us of any unauthorised use of your password, email address and/or access information or any breach of security of which you have become aware;

(d) access to and use of the Platform is limited, non-transferable and allows for the sole use of the Platform by you for the purposes of us providing the Online Services;

(e) you will not use the Online Services or the Platform in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of our Company;

(f) you will not use the Online Services or Platform for any illegal and/or unauthorised use which includes collecting email addresses of other Users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Platform;

(g) you will not use the Online Services or the Platform in connection with any commercial endeavours except those that are specifically endorsed or approved by the management of our Company;

- (h) you will not use the Online Services or Platform for any illegal and/or unauthorised use which includes collecting email addresses of other Users by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Platform;
- (i) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Platform without notice and may result in termination of the Online Services. Appropriate legal action will be taken by us for any illegal or unauthorised use of the Platform and/or Online Services; and
- (j) you acknowledge and agree that any automated use of the Platform or its Online Services is prohibited.

6. Payments

- 6.1. Where the option is given to you, you may make payment to purchase products (in the form of chattels, as opposed to services) on the Website.
- 6.2. All payments for products on the Website are made using Authorise.Net or PayPal.
- 6.3. When making any payment in relation to the purchase of any product you warrant that you have read, understood and agree to be bound by the Authorise.Net and PayPal terms and conditions which are available on their website.
- 6.4. You acknowledge and agree that where a request for the payment of the a fee for a product is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the transaction.
- 6.5. You agree and acknowledge that we can vary the fee for any products available for purchase on our Website at any time (without prior notice to you or any other person) and that the varied pricing will come into effect from the date of publication on the Website of the varied price. The change in price will not affect any products already purchased and paid for in full by you.

7. Copyright and Intellectual Property

7.1. The Platform, the Online Services and all of the related products, services, documents, information and/or material available through the Platform or on the Platform are subject to copyright (together, the Core Material). Without limitation, this includes any compilation of the Platform, including:

- any part of the Website and/or Portal;
- any description of business, services and/or products;
- any text, graphics, logos, button icons, video images, audio clips, code, scripts, design elements and interactive features;
- any Video, Brochure, Proposal, Master Agreement, Contract Schedule and/or Invoice or Receipt; and
- the Privacy Policy, Cookie Policy and/or these Terms & Conditions (together, the Compilation Material)

7.2. The Core Material & Compilation Material are protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Core Material Compilation and Material are owned or controlled for these purposes and are reserved by the Company.

7.3. All trademarks, service marks and trade names are owned, registered and/or licensed by the Company, who grant to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a User:

- to use the Platform and Online Services pursuant to the Terms & Conditions;
- to copy and store the Platform and the material contained in the Platform in your device's cache memory;
- where indicated expressly on the specific material, to print or copy such material.

7.4. The Company does not grant you any other rights whatsoever in relation to the Platform or the Online Services. All other rights are expressly reserved by us.

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7.5. We retain all rights, title and interest in and to the Platform and all related Online Services including Core Material & Compilation Material). Nothing you do on or in relation to the Platform will transfer any:

- business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
- a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
- a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),

to you.

7.6. You may not, without our express prior written permission and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Online Services or third party services for any purpose, unless otherwise expressly provided by these Terms & Conditions. This prohibition does not extend to specific materials publicly available on the Website or Social Media, Business Platform & Jobs Platform Pages without a password or limited access and which are expressly unequivocally designated as being available for re-use. For the avoidance of doubt, no Video, Brochure, Proposal, Master Agreement, Contract Schedule, Invoice or Receipt (or any part of them) is available for such re-use.

8. Privacy

8.1. We take your privacy seriously. Any information provided through your use of the Platform and/or Online Services is subject to our Privacy Policy (including our Cookie Policy) which is available on the Website.

8.2. Our Privacy Policy (including our Cookie Policy) forms part of these Terms & Conditions.

8.3. You may download a copy of our current Privacy Policy & Cookie Policy for your records.

9. General Disclaimer

9.1. Any publications or opinions appearing on, expressed through or downloaded from the Website or Social Media, Business Platform & Jobs Platform Pages, do not constitute legal advice to any person wherever located, accessed, received or downloaded.

9.2. Nothing in these Terms & Conditions limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

9.3. Subject to this clause, and to the extent permitted by law:

- all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms & Conditions are excluded; and
- we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

9.4. Use of the Platform and the Online Services is at your own risk.

9.5. Everything on the Platform and the Online Services provided under it is provided to you "as is" and "as available" without warranty or condition of any kind.

9.6. None of the affiliates, directors, officers, employees, contractors agents, contributors and licensors of us make any express or implied representation or warranty about the Online Services or any products or services referred to on the Website.

9.7. Your risk includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third-party conduct, or theft, destruction, alteration or unauthorised access to records;

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- the accuracy, suitability or currency of any information on the Platform, the Online Services, or any related products or services (including third party material and advertisements on the Platform);
- costs incurred as a result of you using the Platform, the Online Services or any related products or services provided by or through Company; and
- the Online Services or operation in respect to links which are provided for your convenience.

10. Limitation of Liability

10.1. Phillip Street Associates Pty Ltd (ACN 633 337 318) trading as Phillip Street Associates (ABN 36 633 337 318) is an incorporated legal practice. Liability limited by a scheme approved under Professional Standards Legislation.

10.2. Subject to 10.1, our total liability arising out of or in connection with the Online Services or these Terms & Conditions, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Online Services to you.

10.3. Subject to 10.1, you expressly understand and agree that the Company, its affiliates, employees, contractors, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

11. Termination

11.1. The Terms & Conditions will continue to apply until terminated by either you or us as set out below.

11.2 Subject to 11.4, if you want to terminate the Terms & Conditions in so far as they relate to you, you may do so:

- by writing to us (via the 'Contact Us' links on our Website); and
- by expressly requesting us to remove you as a 'User', 'Registered User', 'Approved User', 'Approved Lead', 'Approved Client' or 'Approved Contractor' (as the case may be); and
- by no longer continuing to use any part of the Portal or Online Services (including by closing your accounts for all of the services which you use, where we have made this option available to you).

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11.3. Subject to 11.4, we may, at any time, unilaterally terminate the Terms & Conditions with you, and you must cease using any part of the Platform or Online Services if:

- we notify you that we decline (for whatever or no reason in our absolute discretion) for you to be a 'User', 'Registered User', 'Approved User', 'Approved Lead' Approved Client' or 'Approved Contractor' (as the case may be); or
- you have breached any provision of the Terms & Conditions or we consider (in our absolute discretion) that you intend to breach any provision; or
- we are required to do so by law; or
- the provision of the Online Services to you by us is, in our opinion, no longer commercially viable.

11.4 If you are an Approved Client or Approved Contractor, the terms of your Master Agreement will continue to apply in accordance with those terms and applicable laws, until each party has satisfied their obligations under or in connection with that agreement.

11.5. Subject to local applicable laws, we reserve the right to discontinue or cancel your usage at any time and may suspend or deny, in our sole discretion, your access to all or any portion of the Platform or the Online Services without notice if you breach any provision of the Terms & Conditions or any applicable law or if your conduct impacts our name or reputation or violates the rights of those of another party.

12. Indemnity

You agree to indemnify us, our affiliates, employees, contractors, agents, contributors, third party content providers and licensors from and against:

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- all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with your conduct under or in connection with the Platform and/or use of the Online Services through it;
- any direct or indirect consequences of you accessing, using or transacting on the Platform or attempts to do so; and/or
- any breach of the Terms & Conditions.

13. Venue and Jurisdiction

The Online Services offered by us are intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Platform, you submit to the jurisdiction of the courts of New South Wales and agree that the exclusive venue for resolving any dispute shall be in the courts of New South Wales, Australia.

14. Governing Law

14.1 The Terms & Conditions are governed by the laws of New South Wales, Australia.

14.2 Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms & Conditions and the rights created shall be governed, interpreted and construed by, under and pursuant to (as applicable) the laws of New South Wales, Australia, to the extent permitted by law, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested.

14.3 The Terms & Conditions shall be binding to the benefit of the parties hereto and their permitted successors and assigns.

15. Fair & Reasonable

Both parties confirm and declare that the provisions of the Terms & Conditions:

- are fair and reasonable; and
- are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade;

(both parties having had the opportunity to obtain independent legal advice).

16. Severance

If any part of these Terms & Conditions is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms & Conditions shall remain in full force and effect.

17. Glossary

(In order of use), we use:

- the term “Terms & Conditions” to mean these Terms & Conditions (as amended from time to time) and publicly available on the Website as the ‘Terms & Conditions’;
- the term “Privacy Policy” to mean the policy so entitled (as amended from time to time) and publicly available on the Website as the ‘Privacy Policy’;
- the term “Cookie Policy” to mean the policy so entitled (as amended from time to time) and publicly available on the Website as the ‘Cookie Policy’;
- the term “Liability & Disclaimer” to mean the statement so entitled (as amended from time to time) and publicly available on the Website as the ‘Liability & Disclaimer’ statement;
- the term “Platform” to refer to the “Website” (www.phillipstreetassociates.com), “Portal” (portal.phillipstreetassociates.com) and the web and app versions of each of them;
- the terms “we”, “us”, “our”, “Company” (as applicable), to refer to Phillip Street Associates Pty Ltd (ACN 633 337 318) trading as Phillip Street Associates (ABN 36 633 337 318). Incorporated Legal Practice (LSPID35835). Liability limited by a scheme approved under Professional Standards Legislation;
- the term “Business” to mean, in relation to the Company, the business of providing specialist legal counsel and transaction project management services on contract to law firms in Australia in relation to high-end banking and finance transactions undertaken by them;
- the term “Online Services” to mean, in relation to the Platform, the online mechanisms available through the Platform:
 - to find out about our Business;
 - to register your interest in our Business;
 - if you are a Registered User, to schedule a telephone call, online conference or face-to-face meeting with us in relation to our Business;
 - if you are a Registered User, to send us a message in relation to our Business;
 - if you are an Approved User, to request password to access the videos on our Website and/or our Social Media, Business Platform & Jobs Platform Pages;
 - if you are an Approved User, to request a Brochure;
 - if you are an Approved Lead, to request a Proposal and/or Master Agreement;
 - if you are an Approved Client or Approved Contractor, to request a Contract Schedule;

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- the term “Social Media, Business Platform & Jobs Platform Pages” to refer to pages for the Business on LinkedIn, Facebook, Instagram, Twitter, Vimeo, Yelp, Google My Business, Google Maps, Google AdWords, Google Analytics, Glassdoor, Indeed, Jora, Seek and/or Adzuna (whether individually or together);
- the term “User” to mean, in relation to any part of the Platform, any person who uses any part of the Platform (including by browsing, reading, watching, remaining on, downloading material from, scheduling, messaging, requesting documents or information, uploading documents or information or otherwise).
- the term “Registered User” to mean a User who has completed the registration process on the Platform;
- the term “Approved User” to mean a Registered User whose particulars and use have been verified and/or approved by us;
- the term “Approved Lead” to mean an Approved User who is either a potential law firm client of the Business or potential legal counsel contractor of the Business;
- the term “Approved Client” to mean, in relation to a law firm, an Approved Lead (acting on behalf of a law firm) who has signed a binding Standard Client Master Agreement;
- the term “Approved Contractor” to mean, in relation to a legal counsel, an Approved Lead who has signed a binding Standard Contractor Master Agreement;
- the term “Master Agreement” to mean a Standard Client Master Agreement or a Standard Contractor Master Agreement;
- the term “Standard Client Master Agreement” to mean, in relation to a law firm and a document designated as such, the standard terms and conditions governing the provision of services by us to the law firm. It includes the obligations and duties of the relevant law firm client;
- the term “Standard Contractor Master Agreement” to mean, in relation to a legal counsel contractor and a document designated as such, the standard terms and conditions governing the on-boarding and placement of a legal counsel contractor by us, with a law firm. It includes the obligations and duties of the relevant legal counsel contractor;
- the term “Contract Schedule” to mean, in relation to an Approved Client and a Standard Client Master Agreement, the document designated as such and which sets out the specific legal counsel particulars and availability of the specific legal counsel to the law firm, along with any additional special conditions;

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- the term “**Brochure**” to mean any document so entitled from us to a prospective law firm client or legal counsel contractor of the Business in relation to our services;
- the term “**Proposal**” to mean any document so entitled from us to a prospective law firm client of the Business or legal counsel contractor of the Business (as applicable) in relation to our services;
- the term “**Video**” to mean any video compiled, prepared or published by us (whether on the Platform or a Social Media, Business Platform & Jobs Platform Page in relation to our Business and the services offered by us;
- the terms “**Invoice**” or “**Receipt**” to mean any invoice or receipt (as applicable) issued by us to you for any product or service offered by us at any time
- the term “**Core Material**” as defined in clause 7.1; and
- the term “**Compilation Material**” as defined in clause 7.1.

18. Contact Us

You may contact us in writing in relation to these Terms & Conditions at GPO Box 1939 Sydney NSW 2001 or by email at contact@phillipstreetassociates.com.

19. Date

Last updated on 9 September 2019.