

CLIENT TERMS AND CONDITIONS

Last Revised: 3rd April 2024

1. ABOUT US

- 1.1 **Mission.** The Navio product and brand is owned and operated by JustFund Operations Pty Ltd. JustFund is a legal and financial technology company committed to addressing the inequality and financial challenges individuals face when dealing with a separation, and improving the experience for both individuals and their family lawyers for the better.
- 1.2 **Company details.** JustFund Operations Pty Ltd bearing company number ACN (660 133 988) trading as Navio (**we** and **us**) is a company registered under the Corporations Act 2001 (*Cth*) and our registered office is at Level 11, 130 Pitt Street, Sydney NSW 2000. We operate the websites navio.com.au and justfund.com.au.
- 1.3 **Contacting us.** To contact us, telephone our client service team at 1300 644 980 or send an email to support@navio.com.au. How to give us formal notice of any matter under the Agreement is set out in 12.7.

2. DEFINITIONS

- 1.1 In this Agreement, the following terms shall have the meanings ascribed to them below:

Client “you” “your” means any individual or a prospective client that accesses or uses and completes the Questionnaire;

Client Information means any and all information provided and/or submitted by the Client or gathered by Navio through the Questionnaire, including but not limited to personal information, transaction data, system data, other data, information or material that the Law Firm accept, utilise or process when disclosed to the Law Firm by Navio.

Conflict Check refers to the comprehensive assessment conducted by the Law Firm to ascertain any potential conflicts of interest prior to sharing Client Information with the Law Firm and to enable the Law Firm to engage with the Client without any conflicting obligations.

Funding means the services provided by JustFund including but not limited to assessing potential eligibility for legal funding or related financial assistance programs facilitated by JustFund.

Navio “we” or “us” means the provider of the Platform;

Navio Content means the Questionnaire and any Service or documents owned by Navio;

JustFund means the provider of funding to individuals in need of legal assistance;

Law Firm means a family law practice in Australia that may be engaged to provide legal services to the Client;

Personal Information means information about an individual whose identity is apparent or can reasonably be ascertained from the information, including Client's name, address, date of birth, financial status and contact details;

Platform means the client intake questionnaire software and related Services provided by the Law Firm's through an external link.

Questionnaire means the online client intake form(s) provided to the Law Firm by Navio;

Service means collecting, storing and obtaining Client Information from the Client and connecting the Client with the Law Firm for the provision of relevant legal consultation/services in accordance with these Terms;

Terms mean these terms of service.

3. PURPOSE AND SCOPE

3.1 The purpose of this Agreement is to govern the Terms by which Clients may access and utilise the online Questionnaire operated by Navio in order to:

- (a) provide their Client Information and details regarding potential family law issues, matters or claims to Navio by completing the Questionnaire;
- (b) undergo Conflict Checks facilitated by Navio to ascertain whether the Client's chosen Law Firm has a conflict of interest preventing them from engaging with or representing the Client;
- (c) permit Navio to share (in the event conflicts are identified and the Clients' express consent is obtained) the Client Information with one or more other Law Firms within the database of Law Firms maintained by Navio for the purpose of introducing the Client to the Law Firm about the provision of legal representation or related services in respect of the matter at hand;
- (d) facilitate an effective and efficient first consultation between the Client and the Law Firm by making available the necessary background information of the Client; and
- (e) enable, with the Client's express consent obtained, JustFund to use Client Information for the purpose of making contact with the Client regarding its services and assessing the Client's eligibility for funding.

- 3.2 The scope of this Agreement is to govern the legal relationship between the Client and Navio in respect of the Client's use of the Questionnaire and associated Services defined herein, and to set out the parties' respective rights and obligations relating to Client Information, intellectual property, liability, privacy and other matters arising from the Client's engagement and use of the Questionnaire, Platform and Services.

4. CLIENT AGREEMENT AND ACCEPTANCE

- 1.2 By completing the Questionnaire, the Client agrees to be legally bound by these Terms and Privacy Policy located [here](#).
- 1.3 The Client should read these Terms carefully. If the Client does not agree to any of these Terms, they must not complete or submit the Questionnaire. No other terms are implied by trade, custom, practice or course of dealing.
- 1.4 This agreement is between you and JustFund Operations Pty Ltd (660 133 988) (referred to in this Agreement as "Navio", "we", "us" or "our") ("**Agreement**"). We may change these Terms at any time at our sole discretion. Use of the Questionnaire after changes to these Terms will constitute your acceptance of such revised terms.
- 4.1 **Entire agreement.** The Agreement, these Terms constitute the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty that is not set out in the Agreement.
- 4.2 **Language.** These Terms and the Agreement are made only in the English language.

5. CLIENT CONSENT

- 1.5 The Client expressly provides consent under this Agreement for:
- (a) collecting, storing and using their Client Information;
 - (b) conducting a Conflict Check by disclosing the Client's and their former partner's name, address and date of birth to Law Firms; and
 - (c) if no conflict exists, sharing the Client's completed Questionnaire with the Law Firm.
- 1.6 If the Client consents within the Questionnaire to receiving information on the availability of Funding, the Client hereby consents to the Client Information being used by JustFund for the purpose of JustFund making contact with the Client and, where possible, and assessing the Client's eligibility for funding.
- 1.7 **Withdrawal of Consent.**

- (a) The Client may withdraw any consent granted under these Terms at any time by contacting Navio at support@navio.com.au.
- (b) Upon withdrawal, Navio will cease using the Client Information except as required by law.

6. ACCESS AND USE OF THE SERVICE

- 1.8 You are eligible to access the Questionnaire only if you are 18 years of age or older and not prohibited from using the Service under applicable laws of your jurisdiction, state, province or country. By using the Service, you represent and warrant that you have the legal capacity to enter into this agreement and abide by all Terms.
- 1.9 We do not guarantee that the Questionnaire will be secure or free from bugs or viruses. You should use your own virus protection and software.
- 1.10 You must not (or attempt to):
- (a) interfere (or attempt to interfere) or disrupt (or attempt to disrupt) our Platform or the servers or networks that host our Website/Platform;
 - (b) use (or attempt to use) data mining, robots, screen scraping or similar data gathering and extraction tools on our site;
 - (c) interfere (or attempt to interfere) with security-related or other features of our Platform; or
 - (d) use, copy or distribute (or attempt to use, copy or distribute) content without our express permission.
- 1.11 We may refer fraudulent or abusive or illegal activity to the relevant authorities.
- 1.12 We do not warrant that the Platform will be available at all times and without disruption and we provide no warranties in relation to the content of any Law Firm website that you access our Questionnaire through.

7. ACCESS AND UTILISING THE QUESTIONNAIRE

- 1.13 To access the Questionnaire and utilise the Services, please follow the onscreen prompts. Our process allows you to check and amend any errors before submitting your Client Information to us. Please check the answers carefully before confirming it. You are responsible for ensuring that your Client Information is complete and accurate.
- 1.14 It's important that you provide us with accurate, comprehensive and up-to-date information on the Questionnaire and promptly update this information as needed. This may include disclosing your Client Information to us.

- 1.15 We reserve the right to investigate and take appropriate action against any Client who violates these Terms or engages in any illegal or improper use of the Platform, which may include providing Client Information to the authorities.

8. CONTENT AND CONTENT RIGHTS

1.16 Client Information.

- (a) Client Information remains the sole and exclusive property of the Client(s) that contributed such information.
- (b) Navio does not claim any ownership rights in any Client Information and nothing in these Terms will be deemed to restrict your rights to use and exploit Client Information.

1.17 Navio Content ownership.

Subject to the foregoing, Navio and its authorised licensors exclusively own all rights, title and interest in the Platform, Services and Navio Content, including all associated intellectual property rights (“IPR”). You acknowledge that the Questionnaire and Navio Content is protected by copyright, trademark, and other applicable laws of Australia and other foreign countries. You commit to refrain from removing, altering or obscuring any copyright, trademark, service mark, IPR or other proprietary rights embedded in or accompanying the Platform or Navio Content.

2. LICENSES

2.1 Licenses granted by you.

- (a) By making any Client Information available through the Questionnaire you hereby grant to Navio and the Law Firm a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify Client Information for the purposes set out in these Terms.
- (b) By expressly consenting to receiving information from Just Fund you hereby grant to Just Fund a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, and copy Client Information for the purposes set out in these Terms.

2.2 Your responsibility for Licences and Client Information.

You bear sole responsibility for all your Client Information. You represent and warrant that you own all your Client Information or you hold all the requisite rights to grant us the licence rights in your Client Information under these Terms. You represent and warrant that neither Client Information, nor the use and provision of Client Information to be made available through the Services, nor any use of Client Information by Navio, the

Law Firm or JustFund for the purposes set out in this Agreement will infringe, misappropriate, or result in a violation or breach of any applicable law or regulation.

2.3 Modifications and Updates.

- (a) Navio reserves the right to modify, suspend or discontinue, temporarily or permanently, the Platform or any service to which it connects, with or without notice and without liability to you.
- (b) Navio may from time to time provide enhancements or improvements (“**Updates**”) to the features or functionality of the Platform, which may modify or delete certain features and/or functionalities of the Platform. You agree that Navio has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Platform to you.
- (c) You further agree that all updates or any other modifications will be (i) deemed to constitute an integral part of the Questionnaire, and (ii) subject to the terms and conditions of the Agreement.

3. GENERAL PROHIBITIONS & NAVIO’S ENFORCEMENT RIGHTS

3.1 You agree not to engage in any of the following activities:

- (a) Post, upload, publish, submit or transmit any Client Information that:
 - (i) infringes, misappropriates or violates a third party’s IPR including patents, copyrights, trademarks, trade secrets, moral rights or rights of publicity or privacy; violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability;
 - (ii) is fraudulent, false, misleading or deceptive;
 - (iii) is defamatory, obscene, pornographic, vulgar or offensive;
 - (iv) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
 - (v) is violent or threatening or promotes violence or threatening actions to any person or entity; or
 - (vi) promotes illegal or harmful activities or substances;
- (b) access, tamper with, or use non-public areas of the Services, Navio’s computer systems, or the technical delivery systems of Navio’s Third-Party Software providers;
- (c) attempt to probe, scan or test the vulnerability of any Navio system or network or breach any security or authentication measures;
- (d) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Navio or any of Navio’ Third-Party

Software providers or any other third party (including another user) to protect the Services or Navio Content;

- (e) attempt to access or search the Services or Navio Content or download Navio Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the Platform and/or search engines provided by Navio or other generally available third party web browsers;
- (f) use the Services or Navio Content, or any portion thereof, for any commercial purpose, for the benefit of any third party or in any manner not permitted by these Terms;
- (g) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or Navio Content;
- (h) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, by sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- (i) collect or store any Client Information from the Services from other users of the Services without their express permission;
- (j) impersonate or misrepresent your affiliation with any person or entity;
- (k) violate any applicable law or regulation; or
- (l) encourage or enable any other individual to do any of the aforementioned activities.

3.2 Although we are not obligated to monitor access to or use of the Service or Navio Content or to review or edit any Navio Content, we retain the right to do so for the purpose of operating the Services, ensuring compliance with these Terms and adhering to applicable law or other legal requirements. We reserve the right, though not obligated, to remove or disable access to any Navio Content, at any given time and without prior notice. This includes, but is not limited to, situations where we, at our sole discretion, deem any Navio Content objectionable or in violation of these Terms. We retain the right to investigate violations of these Terms or conduct that affects the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

4. CLIENT INFORMATION

4.1 The Client acknowledges that by completing the Questionnaire, they will provide Client Information to Navio.

4.2 Navio recognises that certain Client Information uploaded by users may contain sensitive personal information. Navio shall maintain appropriate administrative, physical, and

technical safeguards to protect the security, confidentiality and integrity of any such Client Information.

- 4.3 In using the Platform, you explicitly grant your consent to the processing and storage of your Client Information outside of Australia. We will implement necessary measures to comply with the applicable laws governing the transfer, storage and utilisation of certain Client Information.
- 4.4 Additionally, you agree that your Client Information will only be used by JustFund, with your express consent, for the purpose of JustFund making contract regarding its services and assessing your eligibility for funding. JustFund will not provide funding to both parties in a separation and will not use Client Information to assess any other person's application for funding or for any other purpose without further express consent from the Client.
- 4.5 JustFund will not use Client Information for the purpose of assessing eligibility for funding where the Client's former partner (i) has an active funding application currently being assessed by JustFund or (ii) is currently funded by JustFund. JustFund will conduct a conflict check prior to using your data for the purpose assessing eligibility for funding.
- 4.6 Your data will be securely held for the purpose of facilitating a conflict check and introduction to a Law Firm, and will not be shared with any other parties without your consent.
- 4.7 Navio shall ensure that:
 - (a) Client Information is stored and processed only for the purposes set forth in this Agreement and in accordance with Navio's privacy policy;
 - (b) access to Client Information is restricted only to Navio's employees, consultants, advisers, contractors and other third parties who need such access to perform Services under this Agreement or the privacy policy, including Law Firms you have consented to receiving Client Information;
 - (c) all employees, consultants, advisers, contractors and other third parties with access to Client Content are subject to confidentiality obligations at least as protective as those in this Agreement;
- 4.8 Navio maintains appropriate administrative, physical and technical safeguards to secure Client Information against accidental, unauthorised or unlawful access, destruction, loss, alteration, disclosure or use.

- 4.9 You hereby acknowledge that Navio does not offer legal advice nor does it engage in the practice of legal profession. The Services provided are not intended to be and do not constitute, a substitute for professional legal advice or decision making.
- 4.10 Please refer our privacy policy for information on how we collect, use and disclose your Client Information. You acknowledge and agree to the condition that your use of the Services is subject to our privacy policy. Our privacy policy is available [here](#).

5. DATA HANDLING AND PRIVACY

5.1 Data Security.

- (a) Navio will implement appropriate technical and organisational security measures to protect Client Information against unauthorised access, modification, disclosure and loss. Such measures will take into account the risks presented by processing and the nature of the Client Information being protected.
- (b) Security measures will include password protection for accessing databases, encryption of Client Information transmitted online or stored, firewalls, access restrictions and security audits and vulnerability assessments.
- (c) Navio's personnel who have access to Client Information will be subject to confidentiality obligations. Navio will maintain an information security program overseeing the security of Client Information.
- (d) Navio will promptly notify affected Clients and the Office of the Australian Information Commissioner if it becomes aware of any data breach likely to result in serious harm to any individual.

5.2 Disclosure and Transfer of Client Information.

Navio will only disclose Client Information to:

- (a) Third party service providers essential for providing the Questionnaire, such as cloud storage and IT support. Navio will ensure providers implement equivalent security through written contracts.
- (b) Law Firms conducting Conflict Checks. Disclosure will be limited to Your and your former partner's name, address and date of birth. Navio, in conjunction with JustFund, ensures strict information containment and data segregation to prevent the use of your information for assessing any application by another party in the same matter.
- (c) With your express consent, share your Client Information with JustFund for the purpose of assessing eligibility for funding services.
- (d) Comply with legal obligations such as under a warrant, court order or request from a law enforcement agency.

- (e) Exercise or defend legal rights to protect Navio's interests.

5.3 Access, Correction and Deletion Requests.

- (a) Clients can request access to their Client Information by contacting Navio. Navio will provide access or a written reason for denial within 30 days at no cost.
- (b) Clients can request correction of inaccurate Client Information. Navio will review requests and make corrections promptly if reasonable.
- (c) Clients can request deletion of Client Information. Navio will comply unless retention is required by law or to establish or defend legal claims.

5.4 Complaints Procedure.

- (a) Complaints regarding Navio's handling of Client Information should be emailed to support@navio.com.au who will investigate and attempt to resolve matters within 30 days.
- (b) Unresolved complaints may be escalated to the Office of the Australian Information Commissioner which will determine whether further action is warranted. Navio will cooperate with any assessments or investigations.

6. WARRANTIES AND DISCLAIMERS

- 6.1 The Service and the Questionnaire are provided on an "as is" and "as available" basis, without warranty of any kind. Unless otherwise expressly stated in these Terms we explicitly disclaim any representations, warranties, or undertakings in relation to the Services and Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. We do not guarantee that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis.
- 6.2 We provide no representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Platform; (ii) that the Platform will be uninterrupted or error-free; (iii) regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the Platform, any Services, Products or Navio Content; or that the Platform and any activity relating to the Platform are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

7. INDEMNITY

- 7.1 You hereby agree to fully indemnify and hold harmless Navio and our directors, officers, employees and agents from and against any claim brought by a third party resulting from the use of the Questionnaire by Navio, the Law Firm website and/or Platform and Services in respect of all losses, costs, actions, proceedings, claims, damages, expenses, including legal costs and expenses or liabilities whatsoever, suffered or

incurred directly or indirectly by Navio in consequence of such use of the Website or use or purchase of Services or your breach or non-observance of these Terms and the Agreement.

- 7.2 You shall defend and pay all costs, damages, awards fees, including legal fees and judgments awarded against Navio arising from or out of the above claims, and shall provide us with notice of such claims, and reasonable assistance necessary to defend such claims at your sole expense.

9. OUR LIABILITY

- 9.1 To the fullest extent possible at law, we exclude all liability to you or anyone else for loss or damage of any kind or nature relating in any way to the Website and/or Platform including, but not limited to, loss or damage you might suffer as a result of:

- (a) errors, mistakes or inaccuracies on the Questionnaire and/or Platform or our social media pages;
- (b) personal injury or property damage of any nature resulting from your access to or use of the Questionnaire and/or Platform;
- (c) any unauthorised access to or use of our secure servers and/or Client Information and/or financial information stored on those servers;
- (d) loss of data or other information due to a data or privacy breach;
- (e) any interruption or cessation of transmission to or from the Law Firm website and/or Platform;
- (f) any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through our website and/or Platform by any third party; and/or
- (g) the quality of the third-party software including any software or service of any linked sites.

- 7.3 We do not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the Law Firm website or any linked website or featured in any banner or other advertising.

- 7.4 Where any law (including the Australian Consumer Law) provides a guarantee which may not be lawfully excluded, our liability will be limited to that provided by law.

- 7.5 Except as required by law, in no event shall we be liable for any loss or any special, incidental or consequential damages arising out of or in connection with our Questionnaire and/or Platform or this Agreement (however arising, including negligence). You agree to accept sole responsibility for the legality of your actions under the laws that apply to you. You agree that we have no responsibility for the legality of your actions.

8. DISPUTE RESOLUTION

- 8.1 In the event of any dispute arising between the parties in connection with this Agreement (“**Dispute**”), the parties agree to submit the Dispute to mediation. A party claiming that a Dispute has arisen must notify the other party in writing giving details of the Dispute (“**Notification**”) setting out a full description of the matters in Dispute. On receipt of Notification the parties must negotiate in good faith to resolve the Dispute within 30 days of initiating mediation. The number of mediators shall be one and the seat of mediation shall be New South Wales, Australia.
- 8.2 The mediation will be conducted in accordance with the Australian Commercial Disputes Centre (ACDC) Mediation Guidelines which are based on the Uniform Civil Procedure Rules 2005 (NSW) and any amendments or replacement legislation thereof.
- 8.3 Upon failure to resolve the Dispute through mediation within 30 days (or longer period agreed between the parties) either party may commence court proceedings.
- 8.4 Nothing in this clause prevents a party from seeking urgent interlocutory or injunctive relief before courts of competent jurisdiction in New South Wales.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Agreement that is caused by any act or event beyond our reasonable control (“**Event Outside Our Control**”).
- 10.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Agreement:
- (a) we will contact you as soon as reasonably possible to notify you; and
 - (b) our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

11. COMMUNICATIONS BETWEEN US

- 11.1 When we refer to “in writing” in these Terms, this includes email.
- 11.2 Any notice given under or in connection with the Agreement must be in writing and be delivered by email.
- 11.3 The provisions of this clause shall not apply to the service of any proceedings or other document in any legal action.

12. GENERAL

12.1 Assignment and transfer.

- (a) We may assign or transfer our rights and obligations under the Agreement to another entity without any notice to you.
- (b) You must not assign or transfer your rights or your obligations under the Agreement to any third party.

12.2 **Variations and Modifications.** We reserve the right to make changes and modifications to our Questionnaire, Platform, policies and these Terms at any time.

12.3 **Waiver.** If we do not insist that you perform any of your obligations under the Agreement, or if we do not exercise our rights or remedies against you, or if we delay in doing so, that will not mean that we have waived our rights or remedies against you or that you do not have to comply with those obligations. If we waive any rights or remedies, we will only do so in writing, and that will not mean that we will automatically waive any right or remedy related to any later default by you.

12.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

12.5 **Third party rights.** The Agreement is between you and us. No other person has any rights to enforce any of its terms.

12.6 **Governing law and jurisdiction.** The Agreement is governed and construed in accordance with the laws of New South Wales and you hereby submit to the exclusive jurisdictions of the courts of New South Wales.

12.7 **Contact Information.** If you have any questions about these Terms or the Services, please contact Navio:

Address : Suite 7.01 4-6 Bligh Street Sydney NSW Australia
Email : support@navio.com.au
Telephone : 1300 644 980