

## LAW FIRM TERMS OF SERVICE

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 legal experience for both individuals and their family lawyers for the better.

This Agreement consists of these Terms of Service and incorporates the applicable Order Form and the Privacy Policy, and it governs how Law Firms make the Questionnaire available to its potential clientele by way of an external link or other communication.

By executing an Order Form that references this Agreement or by using the Service, You agree to the terms of this Agreement and to incorporate the Questionnaire into Your website or otherwise share the Questionnaire with Your potential clientele.

Navio and the Law Firm shall hereinafter be collectively referred to as “**Parties**” and individually as a “**Party**”.

### 1. DEFINITIONS

**Australian Privacy Law** means The Privacy Act 1988 (Cth), the Australian Privacy Principles (**APPs**), any corresponding legislation or regulations, as amended from time to time.

**Client** means any individual or a prospective client that accesses or uses and submits the Questionnaire.

**Client Details** means the contact and other limited Personal Information of a Client and their former partner generated by responses to the Questionnaire, which may be provided by Navio to the Law Firm for the purpose of carrying out a Conflict Check by the Law Firm.

**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, information used by a Law Firm for the purposes of meeting with and onboarding a new Client, and system data.

**Conflict Check** refers to the assessment conducted by the Law Firm to confirm whether the Law Firm can accept the Client and engage with the client without any conflicting professional obligations.

**Commencement Date** means the date stipulated in the applicable Order Form.

**Embed Code** means the code or a link, including an external subdomain link, provided by Navio to Law Firms to integrate the Questionnaire into the Law Firm’s website or practice for the purpose of collecting Client Information from Clients.

**Navio “we” or “us”** means the provider of the Platform.

**JustFund** means JustFund Operations Pty Ltd, the provider of legal funding to individuals in need of legal assistance.

**You, Your or Law Firm** means the person or entity using the Service and identified in the applicable Order Form as the law firm and your Affiliates included in the scope of your purchase.

**Law Firm’s Material** means the material provided by the Law Firm for the purpose of tailoring the Questionnaire, including trademarks, logos, blurbs, photographs, biographies, graphics, documents, brochures and rate sheets.

**Personal Information** has the same meaning as in the Privacy Act 1988 (Cth).

**Platform** means the client intake questionnaire software and related services provided via the website at navio.com.au, including any Embed Code or external links to integrate the questionnaire into the Law Firm’s website or practice more widely.

**Questionnaire** means the online client intake form provided by Navio to the Law Firm.

**Service** means the Platform and related services provided by Navio under this Agreement.

**Terms** shall mean this entire Terms of Service and incorporates by reference the applicable Order Form and the Privacy Policy located [here](#).

## 2. SERVICES

- (a) The Platform facilitates the collection of Client Information from Clients via an online intake Questionnaire. Upon the information being collected and subject to the Client’s consent, Navio shares the Client Details with the Law Firm in order for the Law Firm to conduct Conflict Checks prior to directly engaging with the Client.
- (b) The Client Information that is collected will be used to:
  - (i) carry out a Conflict Check in order to ensure that there exists no conflict of interest between the Client and the Law Firm;
  - (ii) enable the Law Firm and the Client to have an efficient first meeting/consultation aided by the Client Information and other data collected via the Questionnaire; and
  - (iii) with the Client’s express consent, enable JustFund to make contact with the Client regarding its legal finance services and, where possible, assess the Client’s eligibility for funding.

### 3. SIGNING UP FOR SERVICES

- (a) By signing the Order Form, the Law Firm is deemed to have:
  - (i) read and understood the Terms;
  - (ii) agreed to be bound by the obligations of a Law Firm as defined herein;
  - (iii) consented to Navio's collection and use of the Client Information for the purposes of administering the Service.
- (b) Upon successful registration, Navio will provide the Law Firm with the necessary Embed Code to the Questionnaire which can be integrated into its website or practice. Continued use of the Questionnaire in the Law Firm website or practice thereafter shall reaffirm the Law Firm's acceptance of the Terms on each use.

### 4. LIMITED LICENSE & USE OF THE SERVICE

- (a) You are the licensee under these Terms if you are subscribing to a Licence to utilise the Questionnaire in your website or practice.
- (b) The Law Firm is granted a non-exclusive, non-transferable, limited licence to access and use the Questionnaire through the Embed Code or external link provided by Navio ("**Licence**").
- (c) Navio does not review or pre-screen the Client Information collected via the Questionnaire and claims no intellectual property rights over such Client Information.
- (d) The Law Firm agrees not to reproduce, duplicate, copy, sell, resell or exploit access to the Questionnaire without the express written permission of Navio.
- (e) The Law Firm agrees not to modify, reverse engineer, adapt or otherwise tamper with the Questionnaire or modify another website to falsely imply an association with Navio.
- (f) The Law Firm agrees not to knowingly use the Questionnaire in any unlawful, offensive, threatening, libellous, defamatory or obscene manner.
- (g) The Law Firm agrees not to knowingly use the Questionnaire to transmit viruses, malware or any code intended to disrupt the operation of the Questionnaire.
- (h) Except for the non-exclusive license granted herein, the Law Firm acknowledges that all ownership, intellectual property and other rights in the Questionnaire remain with Navio.

- (i) Navio may modify or update the Questionnaire from time to time by providing reasonable advance notice to the Law Firm.
- (j) Navio may temporarily suspend access to the Questionnaire for maintenance with reasonable advance notice where possible.

## 5. OBLIGATIONS OF THE LAW FIRM

- (a) **Compliance with Laws.** The Law Firm will comply with all applicable laws in its use of the Questionnaire and the Service, including privacy laws governing the collection, use, disclosure and storage of Client Information (the “Privacy Laws”).
- (b) **Privacy Policy.** The Law Firm will maintain a clear and conspicuous privacy policy on its website that provides notice to the Client of the collection, use, disclosure and storage of Client Information entered into the Questionnaire as contemplated by this Agreement and in accordance with the Privacy Laws.
- (c) **Prohibited Conduct.** The Law Firm will not attempt to access, modify, reverse engineer, decompile or otherwise attempt to obtain the source code of the Questionnaire, except to the extent permitted by Navio.
- (d) **Reporting Errors.** The Law Firm shall immediately notify Navio of any bugs or errors discovered in the Questionnaire.

## 6. OBLIGATIONS OF NAVIO

- (a) **Provision of Service.**
  - (i) Navio will use commercially reasonable efforts to provide the Questionnaire and the Service to Law Firms in accordance with the terms of this Agreement.
  - (ii) Navio will use commercially reasonable efforts to provide relevant training
  - (iii) Navio will customise the Questionnaire to include the Law Firm’s Material where possible and in its sole discretion.
  - (iv) Navio will provide the Service during the Term, including making the Questionnaire available, collecting Client Information, and (subject to consent and no conflicting obligations as informed by the Law Firm) providing Client Information to the Law Firm.
- (b) **Functionality.** Navio will ensure the Questionnaire is reasonably functional and accessible to the Law Firm via the Embed Code provided, subject to scheduled maintenance.

- (c) **Compliance.** Navio will comply with all applicable Australian Privacy Laws and data protection laws in its collection, use and disclosure of Client Information obtained through the Service.
- (d) **Security.** Navio will implement appropriate technical and organisational security measures to protect Client Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access.
- (e) **Data Transmission.** Navio makes no warranty that the transmission of Client Information between itself and the Law Firm is secure or will be transmitted in an unaltered form and advises Law Firms to implement their own security measures regarding Client Information.
- (f) **Sub processors.** Navio may engage third party sub processors to assist in providing the Service, provided it enters into a written agreement with each sub processor including equivalent data protection obligations to those set out in this Agreement. Navio will remain responsible for its sub processors' compliance with this Agreement.
- (g) **Assistance.** Navio will provide reasonable assistance and cooperation to the Law Firm regarding the use of the Service and their compliance obligations.

## 7. MODIFICATIONS TO SERVICE

- (a) The Law Firm may request minor changes or modifications to the Questionnaire. Navio may consider such requests in good faith however has no obligation to implement any changes. Requests for changes or modifications can be made to support@navio.com.au or such other email address provided by Navio.
- (b) Navio may make changes to the format, layout or appearance of the Questionnaire at any time without notice.

## 8. THIRD PARTY FORM AND STORAGE OF DATA

- (a) Navio uses the third party service JotForm to power the online Questionnaire and store Client Information collected..
- (b) Alternatively, the Law Firm may elect to back up the Client Information to its own secure storage systems.
- (c) Navio shall ensure that its agreement with JotForm and any other third party data processor includes commitments by the third party to:
  - (i) maintain high security standards for data storage and backup; and
  - (ii) comply with applicable privacy and data security laws.

## 9. COLLECTION AND PROCESSING OF CLIENT INFORMATION

- (a) The Parties acknowledge that when the Client completes the Questionnaire, Navio will share the following Client Details with the Law Firm:
  - (i) full name;
  - (ii) date of birth; and
  - (iii) address.
- (b) The Law Firm will thereafter conduct a Conflict Check to determine if there exists any conflict of interest regarding the Client.
- (c) If no conflict exists, the Law Firm will notify Navio, who will then transmit the Client Information to the Law Firm.
- (d) In the event there is a conflict of interest between the Law Firm and the Client, subject to the consent of the Client, Navio may share the Client Details with, or introduce the Client to, another Law Firm in order to find a suitable other Law Firm to represent the Client.
- (e) The Parties acknowledge that, with the Client's express consent, Client Information may be used by JustFund for the purpose of JustFund making contact with the Client regarding its services and assessing the Client's eligibility for funding.
- (f) 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.
- (g) 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. To identify if 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 an internal conflict check. Such a check will only be conducted where the Client has completed the Questionnaire, expressly consented to JustFund making contact with the Client and using the data to assess their eligibility.

## 10. DATA POLICY

- (a) **Collection of Client Information.** Navio shall only collect information that is reasonably necessary for providing the Service in accordance with Australian Privacy Laws.

- (b) **Accuracy of Data.** Navio shall take reasonable steps in accordance with Australian Privacy Laws to ensure that any information collected is accurate, complete and up to date. However, Navio hereby disclaims any warranty regarding the accuracy of information provided by the Client(s) through the Questionnaire. The Law Firm assumes sole risk and liability for utilisation of the Client Information.
- (c) **Data Retention.** Navio shall retain Client Information only for as long as necessary for the purposes set out in this Agreement unless a longer retention period is required by law.
- (d) **Data Security.** Navio shall implement appropriate technical and organisational security measures in accordance with Australian Privacy Laws and standards to protect Client Information against unauthorised or unlawful processing and accidental loss, destruction or damage.
- (e) **Data Breaches.** Navio shall notify any Law Firm and regulators, as required by law, of any data breach involving Client Information without undue delay.
- (f) **Rights of Access.** Navio shall provide reasonable assistance to enable the Law Firms and the Client to access or correct Client Information as provided for under Australian Privacy Laws.
- (g) **Handling of Separation-Related Information.** In handling information and applications from both sides in a separation, we are sensitive to the need to ensure any information we receive remains confidential and is not handled by the same assessor. Information provided by an applicant cannot be used for the purpose of assessing an application by the other side of the same matter. To ensure this, JustFund maintains strict information containment and data segregation between the personnel responsible for the assessment of each application.
- (h) **Conflict of Interest and Funding.** JustFund shall not provide funding to both parties in a separation. A conflict check will be conducted to prevent such occurrences. In the event a conflict is detected, the Client will be informed, and alternative arrangements will be suggested.

## 11. PUBLICITY

- (a) With the consent of the Law Firm, Navio may disclose the Law Firm as a customer of Navio and may use the Law Firm's company name and the logo on the Navio website and in Navio promotional content in accordance with the Law Firm's brand guidelines or related documentation if provided by the Law Firm.
- (b) Navio will be granted a revocable, non-exclusive, non-sublicensable, non-transferable, royalty free right and license (the "**Trademark License**") to use,

display and reproduce the Law Firm's name, logo, trademarks and service marks (the "**Trademarks**").

- (c) Navio acknowledges that the Law Firm's Trademark is and will remain the exclusive property of the Law Firm.

## 12. INTELLECTUAL PROPERTY

- (a) **Ownership of IP.** Navio owns all intellectual property rights in the Service, Questionnaire, documentation, trade names, trademarks and other materials and information provided to the Law Firm (collectively, "**Navio IP**").
- (b) **IP License.** The Law Firm acknowledges and affirms that it is only granted a non-exclusive, non-transferable, royalty-free license during the Term to access and utilise Navio IP solely for use of the Service pursuant to this Agreement.
- (c) **Restrictions.** The Law Firm must not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Navio IP.
- (d) **Feedback.** To the extent any Law Firm provides Navio with feedback or suggestions about the Service, Navio shall have an unrestricted, irrevocable, perpetual, paid-up, royalty-free, worldwide right to use and incorporate such feedback without attribution or compensation.
- (e) **Reservation of Rights.** All rights in the Navio IP not expressly granted to Law Firms are reserved by Navio. The Law Firm shall not remove, alter or obscure any proprietary notices in the Navio IP.



### 13. CONFIDENTIAL INFORMATION

- (a) All non-public, confidential or proprietary information of Navio, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to Navio, pricing, and marketing (hereinafter collectively, “**Confidential Information**”), disclosed by Navio to the Law Firm, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “confidential”, in connection with the provision of the Service and this Agreement is confidential, and shall not be disclosed or copied by the Law Firm without the prior written consent of Navio. Confidential Information does not include information that is:
- (i) in the public domain;
  - (ii) known to the Law Firm at the time of disclosure; or
  - (iii) rightfully obtained by the Law Firm on a non-confidential basis from a third party.
- (b) Neither Party shall disclose to any other person any private or Confidential Information concerning the business of the other Party, unless authorised by that Party or if disclosed to either Party’s professional advisors or insurers or as required by law.

### 14. DISCLAIMER OF WARRANTIES

Navio makes no warranty whatsoever in relation to the Service, including but not limited to any warranties of (a) merchantability; or (b) fitness for a particular purpose; or (c) title; or (d) against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

### 15. LIMITATION OF LIABILITY

- (a) In no event shall Navio be liable to the Law Firm or to any third party for any loss of use, revenue or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort, or otherwise, regardless of whether such damages were foreseeable and whether or not Navio has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedies of its essential purpose.

- (b) In no event shall Navio's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort or otherwise, exceed the sum of [AU\$1].
- (c) The limitation of liability set forth in Section 15(b) above shall not apply to (i) liability resulting from Navio's gross negligence or wilful misconduct (ii) failure to exercise a reasonable standard of skill and care and (iii) death or bodily injury resulting from Navio's negligent acts or omissions.

#### 16. **INDEMNIFICATION BY THE PARTICIPATING LAW FIRM**

The Law Firm shall indemnify and hold harmless Navio and all of its personnel, from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the Service, provided that any such claims, damage, loss or expense are caused in whole or in part by the negligent act or omission and/or strict liability of the Law Firm, anyone directly or indirectly employed and/or engaged by the Law Firm (except Navio) or anyone for whose acts any of them may be liable.

#### 17. **INDEMNIFICATION BY NAVIO**

To the extent permitted by law, Navio shall indemnify and hold harmless the Law Firm and its personnel from and against any claims, losses, damages or expenses (excluding any personal injury, psychological injury or death, or loss or damage that is not reasonably foreseeable by Navio) suffered as a direct consequence of Navio's negligent or fraudulent performance of the Service.

#### 18. **TERM, TERMINATION, CEASATION OF USE AND SURVIVAL**

- (a) This Agreement commences on the Commencement Date and continues until terminated in accordance with clause 18(c)
- (b) Navio reserves the right to restrict, terminate or suspend from time to time your access to and use of the Service, at our sole discretion, at any given time and without prior notice.
- (c) If you no longer wish to use the Platform, a written notice must be provided to Navio at least thirty (30) days prior to facilitate the removal of the Embed Code from your website. You may at any time cease to utilise the Questionnaire by sending an email to us at [support@navio.com.au](mailto:support@navio.com.au) and any use of the licenses granted by Navio shall be prohibited upon termination of this Agreement.
- (d) Upon termination of this Agreement, you shall cease all use of the Platform and delete all copies of the Platform from your website.

- (e) Upon any termination, discontinuation or cancellation of Services, all provisions of these Terms which by their nature should survive will survive, including, without any limitation, ownership provisions, warranties, disclaimers, limitations of liability, and dispute resolution provisions.

## 19. FORCE MAJEURE

- (a) Navio shall not be liable or responsible to the Law Firm, nor be deemed to have defaulted under or acted in breach of the Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Law Firm to make payments to Navio hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the reasonable control of Navio, including, without limitation, the following force majeure events (hereinafter a “**Force Majeure Event(s)**”): (a) acts of God; (b) flood, fire, earthquake, tsunami, pandemics, epidemics or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labour stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) any other similar events beyond the reasonable control of Navio. Navio shall give notice within Fifteen (15) days of the Force Majeure Event to the Law Firm, stating the period the occurrence is expected to continue. Navio shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimised and shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.
- (b) For the avoidance of doubt, Navio shall not be in breach of the Agreement and shall have no liability under or in connection with the Agreement as a result of:
  - (i) any act, omission or default;
  - (ii) any failure to perform the Service in accordance with the Agreement; and/or
  - (iii) any prolongation or delay in the performance of the Services,  
to the extent it is caused or contributed by a Force Majeure Event.
- (c) In the event there is a delay in the performance of Services due to a Force Majeure Event, Navio shall satisfy the performance of Services and the delivery of the Deliverables considering such delay.

## 20. GENERAL

- (a) **Assignment.** We may assign or transfer our rights and obligations under the Agreement to another entity without any notice to you. The Law Firm shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Navio. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the Law Firm of any of its obligations under the Agreement.
- (b) **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- (c) **No Third-Party Beneficiaries.** These Terms and the Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
- (d) **Dispute Resolution.** If a dispute arises out of or in connection with the Agreement, then either Party may by notice in writing served on the other Party require that such dispute be resolved through negotiation within 14 days after service. Each Party must use their best endeavours to negotiate and resolve the dispute or agree on a process for resolving the dispute. If the dispute is not resolved or a process for resolving is not agreed to within Twenty-Eight (28) days of service of the notice, then the Parties may resolve the dispute through mediation subject to the parties agreeing to a mediator(s). Upon failure to resolve the dispute through mediation, the Parties may resort to litigation. No actions or proceedings in relation to this Agreement shall be commenced against Navio after the expiry of two (2) years from the date of final invoice or such earlier date as may be described by law.
- (e) **Notices.** Any notice given under these Terms by either party to the other must be in writing by email and will be deemed to have been carried on transmission. Notices to Navio must be sent to [support@navio.com.au](mailto:support@navio.com.au) or any other email address notified by email to you by Navio. Notices will be sent to the email address that you provided when signing up and setting up your access to the Services.
- (f) **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- (g) **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement

including, but not limited to, the following provisions: Confidentiality, Governing Law, Insurance, and Survival.

- (h) **Amendment and Modification.** Unless otherwise provided by law, these Terms and/or this Agreement shall not be amended or modified.
- (i) **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of New South Wales without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of New South Wales.