

TERMS OF USE

Defined terms

Art of Estate Planning Community means our Facebook groups, other online or in person forums.

Site means each of:

www.taralucke.com.au.

<https://www.facebook.com/groups/artofestateplanning>

<https://www.facebook.com/groups/artofestateplanningmentor>

<https://www.facebook.com/groups/thettprecedentsclub>

<https://theartofestateplanning.mykajabi.com>.

we, our and us means Tara Lucke, and The Art of Estate Planning Pty Ltd ACN 627 545 822 as trustee for The Sunshine Trust.

Our terms of use

We operate the Site, which may be available through other addresses or channels.

You agree to be bound by these Terms

By using our Site, you agree to be bound by these Site terms of use (**Terms**) and the [Privacy Policy](#) available on our Site. Please read these Terms and if you don't agree to them, then you should stop using our Site at once.

When we can change these Terms

We may change these Terms and anytime by publishing the varied terms on our Site. Make sure you come back and check the Terms on a regular basis to ensure you are up to date with the current Terms.

Changes to the Site

Materials and information on this Site (**Content**) are also subject to change without notice. While we try to keep our Site current, we do not make any promises or undertake to keep our Site up-to-date and are not liable if any Content is inaccurate or out-of-date.

The way in which you use the Site

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You may not use the Site in any other way without our agreement in writing. All other uses of this Site must be in accordance with these Terms.

We do not permit you to:

1. copy Content or any other details on our Site;
2. use or copy our Site or Content in any way that competes with our business; or
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When you use our Site, we expect you to abide by a clear standard of behaviour. You must not do, or attempt to do anything:

1. that is unlawful;
2. prohibited by law
3. we would reasonably consider inappropriate; or
4. that might bring our Site or us into disrepute.

This includes (without limitation):

1. anything that would breach the privacy of an individual;
2. using our Site to defame, harass, threaten, menace or offend any person;
3. interfering with any user using our Site;
4. tampering with or modifying our Site;
5. intentionally transmitting viruses to our Site;
6. intentionally transmitting disabling or damaging features to our Site;
7. interfering with our Site, including the use of Trojan horses, viruses, piracy or programming routines that may damage our Site;
8. using our Site to send unsolicited email messages; or
9. assisting a third party to do any of the above.

Disclaimer

We provide support, guidance and tools for you to improve your estate planning practice, but any advice you give to your clients, and the consequences that flow from such advice, is and remains your sole responsibility. You acknowledge and agree that we are not responsible for decisions that you may make or advice that you give to your clients and that you will always research the correct legislation, case law and other requirements before giving such advice (**Research**) and that we are not involved in the Research aspect or advising your clients in any way.

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We provide support, guidance and tools for you to have conversations with your clients to motivate them to implement a holistic estate plan, but any advice you give to your clients, and the consequences that flow from such advice, is your sole responsibility. You acknowledge and agree that we are not responsible for decisions that you may make or advice that you give to your clients.

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1. the Content is not intended to and does not constitute legal advice, tax advice, financial advice or accounting advice. If you require legal advice rather than legal information you should book in a call

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 - b. your use of the Content;
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 - d. your use of our Site or any associated third party platforms; or
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 6. the general information provided on the Site and the Content is in no way intended to be used by you to give specific legal advice to your clients;
 7. we may use third party material and advertisers at our discretion and this will not impact your use of the Content or influence your decisions relating to your use of the Content;
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We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our Site, Art of Estate Planning Community or Our Content.

In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, or the cost of procurement of substitute products or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or advice you give based on reliance upon this Site, Art of Estate Planning Community or Our Content.

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2. advice you give based on reliance upon this Site, Art of Estate Planning Community or Our Content
3. failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records
4. accessing websites or servers maintained by other organisations through links on our Site, Art of Estate Planning Community or products or services. Links are provided for convenience only. We do not endorse linked websites nor their products and services and you access them at your own risk
5. the use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on our Site.

We use reasonable commercial efforts to ensure the accuracy and completeness of the Content on our Site. However, to the maximum extent permitted by law, we make no representation, warranty or guarantee with respect to the Content or the likely outcomes you will get if you action the information on our Site and apply it to your situation or life.

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Unless we state otherwise on the Site, we own or licence all rights, title and interest (including intellectual property rights) in our Site and Content.

Your use of our Site and your use of and access to the Content does not grant to you or transfer any rights, title or interest in relation to our Site or our Content. You must not:

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- (b) reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- (c) breach any intellectual property rights connected with our Site or our Content, including (without limitation) altering or modifying any of our Content, causing any of our Content to be framed or embedded in another website or platform, or creating derivative works from our Content.

Third party sites

Our Site may contain links to websites operated by third parties (**Third Party Sites**). Unless stated on our Site, we are not responsible for the content on Third Party Sites. Further, we do not control, endorse or approve any Third Party Sites.

Content you upload to our Site

We encourage you to interact with our Site. We may permit you to post, upload, publish, submit or send (**upload**) information and content to our Site (**User Content**).

If you upload User Content to our Site, you grant us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free licence for the User Content. This means we are able to use, view, copy, adapt, modify, distribute, licence, transfer, communicate, display, publicly perform, transmit, stream, broadcast, access, or otherwise use the User Content on, through or by means of our Site.

You agree that you are responsible for all User Content that you upload and warrant that:

- (a) you are either the sole and exclusive owner of all User Content or you have all rights, licences, consents and releases that are necessary to grant to us the rights in the User Content (as contemplated by these Terms); and
- (b) the User Content, your upload of the User Content or our use of it on, through or by means of our Site will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

We do not endorse or approve, and are not responsible for, any User Content. We may, at any time remove any User Content you upload at our discretion.

Limited Liability

To the maximum extent permitted by law, we are not responsible for any loss, damage or expense, however it arises, whether direct or indirect and/or whether present, unascertained, future or contingent (**Liability**) suffered by you or any third party, arising from or in connection with your use of our Site and/or our Content and/or any inaccessibility of, interruption to or outage of our Site and/or any loss or corruption of data and/or the fact that our Content is incorrect, incomplete or out-of-date.

We shall not be liable for any damages of any kind whatsoever (including, without limitation, loss of opportunity and lawyer's fees), resulting from or arising in connection with your use or inability to use the Content, including damages which are:

1. special;
2. direct;
3. indirect;
4. incidental;
5. loss of profits, data or other intangibles;
6. punitive; or
7. consequential.

(collectively, **Damages**).

Our sole liability to you for Damages shall be limited to \$100. The disclaimers, liability limitations and indemnities within these Terms do not exclude rights that by law may not be excluded. Such rights include, but are not limited to, those rights under Australian Consumer Laws.

Indemnity

You agree to indemnify, defend and hold harmless The Art of Estate Planning Pty Ltd, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Site and Content from and against all losses, expenses, damages and costs, including reasonable lawyer fees, resulting from any violation of these Terms by you.

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We may, at any time and without notice to you, discontinue our Site, in whole or in part. We may also exclude any person (including you) from using our Site, at any time at our discretion. We are not responsible for any

loss, damage or Liability you may suffer arising from or in connection with any such discontinuance or exclusion.

Termination

These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and limitations of liability set out in these Terms will survive.

What happens if part of these Terms is not right?

If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision must be read down as narrowly as necessary to allow it to be valid or enforceable. If it is not possible to read down a provision (in whole or in part), that provision (or that part of that provision) is severed from these Terms without affecting the validity or enforceability of the remained of that provision or the other provisions in these Terms.

The law that applies to these Terms

The laws of Queensland, Australia, govern these Terms. If you access our Site throughout Australia or overseas, we make no representation that our Site complies with the laws (including intellectual property laws) of any State outside Queensland and/or country outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

Questions and notices

For any questions and notices, please contact us at:

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