

# Smarter Drafter UK: Website Terms of Use: Published 15<sup>th</sup> April 2025

## 1 Application of Terms

Welcome to our website. This site is owned and operated by Tensis Group Pty Ltd trading as "Smarter Drafter" ("We", "Us", "Our" or "the Company"). By accessing or using this website, you agree to be bound by these Terms of Use, which may be updated by us at any time without prior notice.

If you do not agree to these Terms of Use, you must not use this website.

# 2 Information

The information provided on this website is general in nature and intended for commercial users. While we endeavour to keep it accurate and up to date, we make no representations or warranties as to the accuracy, completeness, reliability, or fitness for any particular purpose of the content. You should not rely on the information on this site as legal or professional advice and should seek independent advice tailored to your circumstances.

Statements made about our products, services, markets, trends, and outcomes are speculative and subject to change. We are not liable for any decision made based on this content.

#### 3 Products and Services

Our website contains information about products and services offered by Smarter Drafter. This information constitutes an invitation to treat, not an offer. All purchases are subject to separate terms and conditions.

We reserve the right to change our product/service offerings and pricing at any time. Given the nature of our digital legal technology services, refunds are only provided in accordance with UK consumer law. Refunds are not offered for change of mind. If services have commenced, fees for the remainder of the subscription may still apply.

All timelines and pricing mentioned on this website or in associated materials are estimates only and may change based on scope, external dependencies, or third-party factors.

#### 4 Links To Third-Party Websites

This website may contain links to third-party sites or content. These are provided for your convenience and may not always be current. We do not control or endorse third-party websites and disclaim all responsibility for their content or privacy practices.

We reserve the right to remove any third-party content or links at any time without explanation.



### 5 Use At Your Own Risk

Your use of this website is at your own risk. You are responsible for ensuring that any content or files you download are free from viruses or harmful code. We are not liable for any damage or loss caused by your use of the website or linked sites, including but not limited to damage to computer systems or loss of data.

## 6 Acceptable Use Policy

You may download materials for your personal, non-commercial use only, and you must retain all copyright and trademark notices.

You must not (without prior written consent):

- Reproduce, republish, alter, redistribute or commercially exploit any content or code from the site
- Store or transmit any content through other media or channels
- Upload, repost or frame our content on other websites
- Repackage or resell any software or intellectual property from the site

#### You agree not to:

- Infringe on the legal rights or privacy of others
- Upload malware or engage in harmful digital behaviour
- Post defamatory, obscene, racist, or otherwise offensive material
- Breach applicable laws in the UK or any other jurisdiction where you access the site

We reserve the right to remove or moderate content you submit to the site (including reviews or feedback), and by submitting such content, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, sub-licensable licence to use, reproduce, and display it in any medium.

If you are accessing this website from outside the UK, you are responsible for ensuring that your use complies with local laws.

#### 7 Uploading Information

You confirm that any information you upload is accurate, lawful, and provided with proper authority. If it includes third-party intellectual property, you grant us a worldwide, royalty-free licence to use that material as part of this website.

## 8 Collection and Use of Personal Information

We collect and process personal data in accordance with UK GDPR and our Privacy Policy. By providing personal information, you consent to its collection, use, and disclosure as described.



We may disclose your data to trusted service providers such as IT platforms, marketing partners, or financial processors. For more detail, please refer to our Privacy Policy.

## 9 Intellectual Property Rights

All intellectual property on this site, including trademarks, logos, software, layout, content, and code, is owned or licensed by us. You are not permitted to use any of it without prior written consent.

Use of the site does not transfer any intellectual property rights to you. Unauthorised use may result in civil or criminal liability.

## 10 Suspension and Termination

We reserve the right to suspend or terminate your access to the site at any time, without notice or liability, if we believe you have breached these Terms of Use or for any other reason we deem necessary.

#### 11 Limitation of Liability

To the fullest extent permitted by law, we exclude all liability for:

- Loss or damage arising from your use of or reliance on this website or linked content
- Errors or omissions in the website
- Interruptions, delays, or viruses
- Loss of data or business interruption
- Any indirect, incidental or consequential loss or damage

Nothing in these terms excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under UK law.

## 12 Indemnity

You agree to indemnify and hold harmless Smarter Drafter, its directors, employees, and agents from any claims, liabilities, damages, or expenses arising out of your use of the site or any breach of these terms.

#### 13 Severability

If any provision in these Terms of Use is held to be invalid or unenforceable, that part shall be severed, and the remainder shall continue to apply in full force.

#### 14 Governing Law

These Terms of Use are governed by the laws of England and Wales. Any disputes arising in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.