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Law In Order Pty Ltd

General Terms and Conditions – Transcription Services

(Third Party and Self-Represented Litigant Requests – Australia)

Version 1 – 24 September 2026

Law In Order Pty Ltd (ABN 63 086 329 044, ACN 086 329 044) of Level 3, 123 Pitt Street, Sydney NSW 2000

Summary for Clients

A plain-English guide to our Terms and Conditions for transcription services. It is a guide only and is not a contract.

What you are buying

A written transcript of a court hearing or of a recording you send us. Transcripts are produced by trained people. We do not use artificial intelligence, automated speech recognition or similar tools to produce, edit or check the content of a transcript, and we never use your recording or transcript to train an AI system. See clauses 3 and 4.

Ordering and payment

We give you a quotation before we start. Unless your law firm holds an approved account with us, you pay by credit card or, if we agree, by bank transfer, before we begin. If you pay by bank transfer, we start work once the funds have cleared, so please allow time for this and use your quotation number as the payment reference. Law firms can apply for a Trade Account — see “Applying for a Trade Account” below. If your order relates to a hearing in the Federal Court of Australia or the Federal Circuit and Family Court of Australia, the Court must approve it first, the Court decides what we are allowed to charge you, and if the Court directs that you receive the transcript at no cost, you pay nothing. See clauses 5 and 9.

If another party orders the same transcript, you may pay less

Where the Court authorises more than one party to receive the same transcript for the same delivery time, the cost may be shared. For real time, same day and same day progressive services we charge a single fee and split it equally between you, automatically. For deferred services the split is not automatic: if you and the other party ask us to share the fee, we will split it equally and reissue your quotation, but if you do not ask, each of you is charged the full fee. So if you think another party may be ordering the same transcript, tell us before you accept a quotation — otherwise you may pay more than you need to. See clause 5.7.

When you will get it

Delivery times run from when you place your order, and depend on the service you choose — from live text during the hearing through to 20 business days. The full list is in Schedule 1. If we deliver later than the service you ordered, you pay the lower rate for the delivery time we actually achieved, and we refund you the difference within 10 business days. See clause 6.2, clause 9.3 and Schedule 1.

Accuracy, and fixing mistakes

Transcripts of court proceedings are produced to an accuracy standard of 98% or better, meaning no more than 2 errors in every 100 words. If you think there is a mistake, write to us within 10 business days of delivery and tell us which passage. We will check it against the recording and, if there is an error, send you a corrected transcript at no charge. See clause 6.5 and Schedule 1.

What you may do with the transcript

For court proceedings, copyright in the transcript belongs to the Commonwealth of Australia — not to us, and not to you. You may use the transcript for the proceeding it relates to. You must not publish it, post it online, broadcast it or pass it to anyone else unless the Court permits, and you must obey any suppression

or non-publication order. We are required to give the Court a copy of any transcript we provide to you. See clauses 11.4, 11.6 and 13.1.

Your information

Recordings and transcripts are stored and processed in Australia and cannot be accessed from overseas. We handle personal information under the Privacy Act 1988 (Cth). Court records are kept for as long as the Court's rules require and we cannot delete them earlier without the Court's approval; other recordings and transcripts are kept for 90 days. Each month we report order details to the Court, including who placed the order. See clauses 11.6 and 12.

If something goes wrong

Write to us. (See "Contacting us" below.) We record every complaint, and we report complaints about court work to the Court. If we cannot resolve it between us, clause 18 sets out a formal process. Nothing in our Terms takes away rights you have under the Australian Consumer Law. See clauses 6.6, 15 and 18.

Applying for a Trade Account

Law firms can apply for a Trade Account, which lets you be invoiced and pay within 30 days instead of paying upfront by credit card. To apply, email transcript@lawinorder.com with your firm's name and ABN, the name and contact details of the person responsible for the account, and your billing contact details. We may ask for credit or identity information, and we decide whether to approve an account and set its credit limit. Trade Accounts are available only to law firms. See clauses 2.12, 5.2 and 9.1.

Contacting us

Please send all correspondence — including questions, correction requests, complaints and formal notices — by email to transcript@lawinorder.com, or by post to Law In Order Pty Ltd, Level 3, 123 Pitt Street, Sydney NSW 2000, or both. See clause 19.3.

This summary is a guide only. It does not form part of your contract with us, and it does not cover everything. The full Terms and Conditions apply — including clauses 14 to 16, which limit our liability and set out indemnities — and prevail if anything in this summary differs from them. Where your order relates to a proceeding before the Federal Court of Australia or the Federal Circuit and Family Court of Australia, our contract with that Court also applies and takes precedence over these Terms.

Version 1 – 21 September 2026 · This summary carries the same version and date as the Terms it summarises.

The Client desires to obtain certain Services from Law In Order Pty Ltd (ABN 63 086 329 044) ("**the Company**"), as identified on an Order or Quotation submitted by or to the Client. If the Company accepts an Order (including by fulfilling it), the Client and the Company will have entered into a binding contract on the terms and conditions set out in this document ("**these Terms**"), which will govern the parties' rights and obligations in respect of that transaction. Neither party is bound by any pre-printed provisions of a purchase order, acknowledgement or similar form.

These Terms replace and supersede any general terms of sale previously issued to the Client in respect of Transcription Services, Real Time Services and On Location Services ordered from the Company on or after the date of this document.

1. About These Terms and Conditions

1.1 These Terms apply to all Transcription Services, Real Time Services and On Location Services (together, the "Services") supplied by Law In Order Pty Ltd ("the Company") to a client, self-represented litigant, law firm or other third party ("the Client"), including any Order, Quotation, schedule or annexure to these Terms.

1.2 Where the Client's Order relates to a Proceeding before the Federal Court of Australia ("FCA") or the Federal Circuit and Family Court of Australia ("FCFCOA"), the Services are also provided in accordance with the Company's contract with the relevant Court (as referenced in clause 5 and Schedule 1) and these Terms are to be read consistently with, and do not derogate from, the Client's

rights under that arrangement. For those Orders, the Service is supplied under the Company's contract with the Court, and these Terms apply as additional terms between the Company and the Client only to the extent they are not inconsistent with that contract. The Client may also have rights directly against the Company under that contract.

1.3 The Company reserves the right to update these Terms from time to time on its website. The version of these Terms in force at the time the Client's Order is accepted by the Company will apply to that Order.

1.4 All fees, charges and amounts referred to in these Terms are in Australian Dollars (AUD), unless otherwise stated in the Order or Quotation.

2. Definitions

2.1 "Business Day" means, in respect of an obligation or period relating to a Proceeding, a day that is not a Saturday, Sunday or public holiday in the State or Territory in which the relevant Proceeding is held; and, in respect of any other obligation or period under these Terms (including under clauses 8.2, 9.3 and 18.1), a day that is not a Saturday, Sunday or public holiday in New South Wales.

2.2 "Company" means Law In Order Pty Ltd (ABN 63 086 329 044).

2.3 "Client" means the person or entity that submits an Order to the Company, including a self-represented litigant, law firm, or other third party.

2.4 "Court" means the FCA, the FCFCOA, or any other court, tribunal or judicial body for which the Company provides transcription services from time to time.

2.5 "On Location Services" means Services performed by the Company's personnel at a location other than a Company facility, including at a courtroom, hearing room or other venue nominated by the Client or the Court.

2.6 "Order" means a request for Services submitted by the Client and accepted by the Company (including via the Company's online ordering process, where available).

2.7 "Proceeding" means a hearing, examination or other matter conducted by or before a Court.

2.8 "Quotation" means the Company's estimate of fees for an Order, provided to the Client for acceptance. Where the Order relates to a Proceeding, the Quotation will set out all relevant pricing information and any apportionment of fees under clause 5.7.

2.9 "Real Time Services" means a transcript solution that displays a live transcript to participating users as the words are spoken, using a suitably qualified reporter and real-time technology.

2.10 "Recording" means an audio and/or video recording of the proceeding, dictation or other matter to be transcribed.

2.11 "Subcontractor" means any third party engaged by the Company to provide transcription personnel or otherwise assist in delivering the Services.

2.12 "Trade Account" means an approved 30-day credit account established between the Company and a Client (including a law firm) in accordance with clause 5.2, entitling the Client to be invoiced and to pay for Services within 30 days of the date of invoice in accordance with clause 9.1.

2.13 "Transcript" means the written record produced by the Company from a Recording.

2.14 "Transcription Services" means the manual transcription of a Recording provided by the Client (or, in respect of a Proceeding, provided to the Company by the relevant Court) into a Transcript.

2.15 "Turnaround Time" means the time, as set out in the Order or Schedule 1, within which the Company will use reasonable endeavours to deliver the Transcript, measured, where the Order relates

to a Proceeding, from the time the Order is placed, and otherwise from the Company's receipt of the Recording.

3. Scope of Services

3.1 Transcription Services. The Company will produce a Transcript from a Recording. Where the Order does not relate to a Proceeding, the Recording will be provided by the Client. Where the Order relates to a Proceeding, the Recording will be made available to the Company by the relevant Court in accordance with the Company's arrangements with that Court. Transcripts of a Proceeding are produced in the format required by the relevant Court's transcript style guide, which the Company cannot vary at the Client's request, and are delivered in Microsoft Word and PDF format by email unless the Company agrees otherwise.

3.2 Real Time Services. Where ordered, the Company will provide Real Time Services using appropriately skilled reporters and real-time transcription technology, subject to the notice periods set out in clause 6.

3.3 On Location Services. Where the Company's personnel are required to attend a location other than a Company facility to provide any Service, the Client (or, where applicable, the Court) will provide reasonable access, facilities and information necessary for the Company to perform the Service.

3.4 No Other Services. For clarity, the Company does not provide, and these Terms do not cover, any hosted software licence, audio/video recording equipment services, training services or consulting/professional services. Any such additional services must be agreed separately in writing.

3.5 Subcontractors. The Company may engage Subcontractors to assist in delivering the Services under the Company's management and governance framework. The Company remains fully responsible for the performance of its obligations under these Terms regardless of any involvement of a Subcontractor, and is liable to the Client for the acts and omissions of a Subcontractor in connection with the Services as if they were the acts and omissions of the Company. Where an Order relates to a Proceeding, the Company may engage only those Subcontractors named in, or approved by the relevant Court under, the Company's contract with that Court. The Company's agreement with any Subcontractor must include the obligations set out in clauses 4.4 (no use of artificial intelligence), 11.1(e) and 12.3 (confidentiality and data handling), and 13.2 (intellectual property assignment).

4. No Use of Artificial Intelligence

4.1 In performing the Services, neither the Company nor any Subcontractor engaged by the Company uses, or will use, artificial intelligence, machine transcription, automated speech-recognition software or any similar automated tool to generate, edit, finalise or quality-check the content of any Transcript. This clause 4.1 does not restrict the use of tools that do not generate or alter the content of a Transcript, such as audio playback and noise reduction, time-stamping, non-substantive spelling and formatting checks, and secure file transfer and storage. All Transcription Services and Real Time Services are performed by trained human transcribers and reporters, whether engaged directly by the Company or by a Subcontractor.

4.2 The Company's personnel and any Subcontractor's personnel must not input, upload or otherwise disclose any Recording, Transcript or information relating to a Proceeding into any artificial intelligence software, platform or tool.

4.3 Neither the Company nor any Subcontractor will use any Recording, Transcript or Client-provided data to develop, train or improve any artificial intelligence or machine-learning model, whether for its own purposes or those of any third party.

4.4 The Company must ensure that any agreement with a Subcontractor imposes obligations on that Subcontractor that are no less protective of the Client and the Court than this clause 4.

5. Orders, Quotations and Acceptance

5.1 The Company will provide the Client with a Quotation for the requested Service. Unless the Client holds an approved Trade Account with the Company, the Client must accept the Quotation and pay the Company's estimated fees in full by credit card or, where the Company agrees, by electronic funds transfer, before the Company commences the Service. Where payment is made by electronic funds transfer, the Company is not required to commence the Service until cleared funds have been received, and the Client should quote the Quotation number as the payment reference. Where cleared funds will not be received in time for the Company to meet the requested Turnaround Time, the Company may decline the Order or offer a longer Turnaround Time. If the actual costs exceed the quotation the Company will invoice the Client for the variance. If the actual costs are less than the quotation the Company will refund the variance to the Client.

5.2 The Company may, in its discretion and on written application made to the Company in accordance with clause 19.3, approve a Trade Account for a law firm. The Company may set and vary a credit limit, require credit or identity information, and may suspend or withdraw a Trade Account at any time by written notice. Where an Order is submitted from the email domain of a law firm that holds an approved Trade Account, and the Company is reasonably satisfied that the person placing the Order is authorised to do so on that firm's behalf, the Order may be accepted and fulfilled without a Quotation or upfront payment, at the Company's discretion. The law firm is liable for all Services ordered on its Trade Account. An application for a Trade Account should include the law firm’s name and ABN, the name and contact details of the person responsible for the account, and billing contact details.

5.3 Where an Order relates to a Proceeding, the Company will only provide the Service to the Client as a third party where the relevant Court has given its prior approval for the Company to do so, in accordance with the Company's contract with that Court. The Client must pay the Company directly for any Service provided on this basis; the Court is not liable for the Client's fees. Fees for a Transcript of a Proceeding are subject to any conditions the relevant Court imposes on the sale of Transcripts, including any amount the Court determines the Company may charge. Where the Court directs that a Transcript be made available to the Client with or without charge, including to an impecunious litigant or their representative, the Company must comply with that direction and the Client is liable only for any amount the Court permits the Company to charge. Payment under this clause 5.3 is due in accordance with clause 9.1: a Client with an approved Trade Account (available only to law firms under clause 5.2) must pay within 30 days of invoice; all other Clients, including self-represented litigants, must pre-pay in full by credit card (or, where the Company agrees, by electronic funds transfer) in accordance with clause 5.1 before the Company commences the Service.

5.4 The Company reserves the right to accept, partially accept, or decline any Order. If the Company declines an Order, or accepts only part of an Order, after the Client has pre-paid under clause 5.1, any amount paid for the declined portion is refundable in accordance with clause 9.3(a).

5.5 The Company may require the Client to verify its identity and, where the Order relates to a Proceeding, its entitlement to receive the Transcript, before accepting or fulfilling an Order. The Company may decline, suspend or cancel an Order where that verification is not provided to the Company's reasonable satisfaction, and will refund any amount pre-paid for work not performed in accordance with clause 9.3(a).

5.6 Standing Orders. The Client may place a standing Order for Transcripts of all successive days of a Proceeding. A standing Order may be cancelled at any time in accordance with clause 7, and the Client remains liable for Transcripts already delivered or in production at the time of cancellation.

5.7 Shared Transcripts. Where an Order relates to a Proceeding and the relevant Court authorises more than one party to receive the same Transcript: (a) for Real Time, Same Day and Same Day Progressive Services, where the requests are for the same delivery timeframe and are received before the applicable cut-off, the Company charges a single Transcript fee and apportions it equally between

the requesting parties; (b) for Deferred Services, where the requests are for the same delivery timeframe and the requesting parties ask to share the fee, the Company will apportion it equally between them and issue an updated Quotation reflecting that apportionment; if the requesting parties do not ask to share the fee, or do not agree to share it, each party is charged the applicable Transcript fee; and (c) where the requests are for different delivery timeframes, each party is charged the fee applicable to the timeframe it ordered.

6. Delivery and Turnaround Times

6.1 The Company will use reasonable endeavours to deliver the Transcript within the Turnaround Time specified in the Order. Turnaround Times applicable to Proceedings before the FCA and FCFCOA are set out in Schedule 1, which may be updated from time to time to reflect the Company's current arrangements with those Courts.

6.2 If the Company does not deliver the Transcript within the ordered Turnaround Time, the Client will only be charged the fee applicable to the next longest Turnaround Time actually achieved (for example, if a 10-Day Transcript is delivered in 11 days, the Client will be charged as a 20-Day Transcript). Where the Order relates to a Proceeding, this clause applies regardless of the cause of the delay, and the Company will refund any difference between the fee charged for the Turnaround Time ordered and the fee applicable to the Turnaround Time actually achieved, in accordance with clause 9.3(a). Any period during which the Company is awaiting material information from the Court or the Client may be excluded from the calculation of the delivery time where the Court so determines under the Company's contract with that Court.

6.3 The Company will not be liable for any delay in delivery to the extent caused by: (a) the Client's failure to provide a clear, complete or timely Recording or instructions; (b) the unscheduled extension or postponement of a Proceeding; (c) a Court direction affecting delivery, or any delay by the relevant Court in making the Recording or related information available to the Company; or (d) any event beyond the Company's reasonable control (see clause 19.2).

6.4 Real Time Services require at least 48 hours' notice of the number of users and their names and email addresses (this is separate from, and does not extend, the 72 hours' cancellation notice required under clause 7.1 for Real Time Services). Any request made outside this period may incur an additional fee at the Company's standard rate.

6.5 Corrections. If the Client considers that a Transcript contains an error, the Client may notify the Company in writing within 10 Business Days of delivery, identifying the passage and the alleged error. Where the Order relates to a Proceeding, an error has the meaning given in the Company's contract with the relevant Court, and includes a misspelling, an un-transcribed or mis-transcribed word, an omission of text or of a speaker's name, speech attributed to the wrong speaker, and a failure to follow the Court's required transcript format. The Company will review the passage against the Recording and, where an error is confirmed, will issue a corrected Transcript at no additional charge. Where the Order relates to a Proceeding, any correction to the Transcript is subject to the relevant Court's requirements and approval. This clause 6.5 does not limit the Client's rights under clause 15.

6.6 Complaints. The Client may make a complaint about the Services by written notice to the Company. The Company records all complaints and, where an Order relates to a Proceeding, reports them to the relevant Court as required by its contract with that Court. This clause 6.6 does not limit clause 18.

7. Cancellation and Postponement

7.1 Where an Order is cancelled, the Client will only be charged for the work actually completed by the Company as at the time of cancellation. No fee is payable for any portion of the Service not yet

performed, and partially completed Transcripts will not ordinarily be delivered unless requested by the Client and agreed by the Company.

8. Recording Quality

8.1 The Company's fee estimates assume that the Recording can be clearly and easily heard. If any part of a Recording is of poor quality, the Company will notify the Client of the additional fee, and the Client must approve it in writing before the Company proceeds.

8.2 The Client must notify the Company within 2 Business Days of such notice whether it wishes to proceed with the Transcription Services. If the Client does not respond within that time, the Company may treat the Order as withdrawn without charge for work not yet performed.

9. Payment Terms

9.1 Where the Client holds an approved Trade Account, payment is due within 30 days of the date of invoice. Where the Client does not hold an approved Trade Account, payment terms are pre-payment in full by credit card or, where the Company agrees, by electronic funds transfer with cleared funds received, prior to the Company commencing the Service, in accordance with clause 5.1.

9.2 All fees are exclusive of GST and any other applicable taxes, duties or government charges, which will be added to the invoiced amount and are payable by the Client. Where the Client is not acquiring the Services in the course of a business, any Quotation or price given to that Client will state a single total price inclusive of GST. The Company will issue a valid tax invoice for each taxable supply.

9.3 Where the amount paid or payable by the Client under clause 5.1 or 5.3 exceeds the final amount owed for a Service: (a) as a result of clause 5.4, 6.2, 7.2 or 8.2, the Company will refund or credit the difference to the Client's original payment method (or, where payment was made by electronic funds transfer, to a bank account nominated by the Client in writing) within 10 Business Days of the Service being completed, cancelled, declined, or withdrawn (as applicable); or (b) as a result of clause 17.3(b), the amount owed to the Client is payable in accordance with, and ranks as an unsecured claim under, the applicable insolvency law and process, rather than under the 10 Business Day timeframe in clause 9.3(a).

10. Overdue Accounts and Disputed Invoices

10.1 Any amount owed by a Client with an approved Trade Account that is overdue for payment will bear interest at 1.00% per month from the date it becomes overdue until paid, and the Company may suspend further Services to that Client until payment is made in full. This clause 10.1 applies in addition to, and does not limit, the Company's rights under clause 17.1 (termination for material breach) or clause 17.2 (termination for insolvency).

10.2 An invoice issued to a Client with an approved Trade Account must be disputed by notice to the Company in writing within 30 days of the date of the invoice. Undisputed amounts, and any disputed amount not notified within that period, remain payable in accordance with clause 9, without prejudice to the Client's right to pursue the disputed matter afterwards. Nothing in this clause 10.2 limits any right of the Client that cannot lawfully be excluded, including under clause 15. This clause 10.2 does not limit the Company's obligation to refund or credit overpayments under clause 9.3. A dispute about an invoice notified under this clause 10.2 is governed solely by this clause 10.2 and is not subject to clause 18.

10.3 Should the Company need to take legal action to recover overdue amounts, the Client must pay the Company's reasonable costs of recovery, including legal costs on a full indemnity basis. This clause 10.3 is not subject to the limitation in clause 14.2.

11. Confidentiality

11.1 Each party must keep confidential all information received from the other party that is designated as confidential, or that would reasonably be understood to be confidential, and must not disclose it to a third party except: (a) with the other party's consent; (b) where already lawfully known to the receiving party; (c) where it is or becomes public other than through a breach of this clause; (d) where required by law or by a Court, provided that the disclosing party, to the extent it is lawful and practicable to do so, first notifies the other party (and, where the Order relates to a Proceeding, the relevant Court), discloses only the minimum required, and provides reasonable assistance to the other party in seeking to limit or resist the disclosure; or (e) disclosure to a Subcontractor engaged in accordance with clause 3.5, provided the Subcontractor is bound by confidentiality and no-AI obligations consistent with clauses 4.4 and 12.3 and this clause 11.

11.2 Where an Order relates to a Proceeding, the Company must comply with any non-publication, suppression, or confidentiality order or direction made by the relevant Court, and must not discuss the substance or content of the Proceeding with the media or any other person except as authorised. The Company must not provide any commentary, opinion or information about the Proceeding to the Client beyond the Transcript itself and communications reasonably necessary to perform the Service (including under clauses 5, 6 and 8).

11.3 The Company must not, and must ensure its personnel and subcontractors do not, provide any Transcript of a judgment, a draft judgment, an ex tempore judgment or a decision of a Registrar to the Client or any other person unless expressly authorised in writing by the relevant Court.

11.4 The Client must comply with any non-publication, suppression or confidentiality order or direction made by a Court in respect of a Proceeding, must not publish, broadcast, post online or supply a Transcript or Recording to any other person except as permitted by the Court or required by law, and must use each Transcript only for the purposes of the Proceeding to which it relates or as otherwise permitted by the Court. The Client indemnifies the Company in respect of any breach of this clause 11.4.

11.5 If, after a Transcript or Recording has been supplied, the relevant Court makes or notifies a non-publication, suppression or confidentiality order affecting it, the Company will notify the Client, and the Client must immediately cease using and distributing it and, if the Company or the Court so requires, return or securely destroy it and confirm in writing that it has done so.

11.6 Where an Order relates to a Proceeding, the Company is required by its contract with the relevant Court to provide that Court with a copy of any Transcript supplied to the Client, and to record and report to that Court details of each Order, including the identity of the person and organisation placing it, the turnaround ordered, the date and time of delivery and any error reported. By placing an Order the Client acknowledges and consents to this.

12. Data Retention and Security

12.1 The Company stores and processes all Recordings and Transcripts in Australia, and does not permit them to be accessed from outside Australia. Where an Order relates to a Proceeding, this requirement is absolute and applies equally to the systems used by transcribers and to any Subcontractor. The Company applies security measures appropriate to the sensitivity of the material, including encrypted transfer and storage, role-based access controls, access logging and confidentiality obligations for all personnel. Where an Order relates to a Proceeding, the Company applies the security controls required by its contract with the relevant Court, which are based on the

Australian Government Protective Security Policy Framework and the Information Security Manual at the OFFICIAL: Sensitive classification.

12.2 Where an Order relates to a Proceeding, the Recording and Transcript are Commonwealth records. The Company retains them for the period required by the relevant Court's records authority and the Company's contract with that Court, will not dispose of or transfer them without that Court's prior written authorisation, and will return them to the Court in accordance with that contract. For all other Orders, the Company retains Recordings and Transcripts for 90 days following completion of the relevant Service, after which they are securely deleted, unless the Client requests an extended retention period in writing, or the Company is required to retain them by law, by a Court, by the Company's arrangements with a Court, or for the purposes of an actual or reasonably anticipated claim, investigation, audit or legal proceeding. A Client who is not the owner of a Recording or Transcript may not require its early deletion.

12.3 The Company must ensure that any agreement with a Subcontractor imposes onshore storage, security, retention and deletion obligations on that Subcontractor that are no less protective of the Client and the Court than this clause 12.

12.4 The Company must handle any personal information contained in a Recording, Transcript or Client Information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. If the Company becomes aware of an actual or suspected security incident compromising the confidentiality, availability or integrity of a Recording, Transcript or Client Information, the Company must notify the Client as soon as practicable and, where the Order relates to a Proceeding, must notify the relevant Court in accordance with its contract with that Court, and comply with any applicable notification obligations under the Privacy Act 1988 (Cth) (including under the Notifiable Data Breaches scheme).

12.5 All Company personnel and Subcontractor personnel engaged in performing the Services are subject to written confidentiality undertakings and to the background and security checks required by the Company's arrangements with the relevant Court. The Company must ensure that any agreement with a Subcontractor imposes equivalent obligations.

13. Intellectual Property

13.1 Where the Order relates to a Proceeding, copyright and all other intellectual property rights in the Recording and the Transcript are owned by the Commonwealth of Australia as represented by the relevant Court. The Company holds only a limited licence from that Court to reproduce and sell the Transcript, which the Court may vary or revoke at any time and which ends when that contract ends. Accordingly the Company grants the Client a non-exclusive, non-transferable licence to use the Transcript for the purposes of the Proceeding to which it relates, subject to any conditions the Court imposes and to clause 11.4, and the Company does not warrant to the Client any greater rights than the Company itself holds. The Company will notify the Client if the Court varies or revokes the relevant permissions. On request, the Company will provide the Client with a summary of the rights the Client holds in a Transcript of a Proceeding.

13.2 The Client retains all rights in any information it provides to the Company in connection with an Order (“Client Information”), regardless of whether the Order relates to a Proceeding. Where the Order does not relate to a Proceeding, the Client also retains all rights in the Recording, and the Company owns all intellectual property rights it creates in the course of supplying the Service (other than the Client Information), but grants the Client an irrevocable licence to use the resulting Transcript for the Client's own purposes. The Company must ensure that any agreement with a Subcontractor assigns to the Company all intellectual property rights the Subcontractor creates in producing a Transcript or Recording, so that the Company holds sufficient rights to comply with clause 13.1 (for a Transcript relating to a Proceeding) or to grant the Client the licence described in this clause 13.2 (for any other Transcript).

13.3 The Client warrants that: (a) so far as it is aware having made reasonable enquiries, no Recording or Client Information provided to the Company infringes the intellectual property rights of a third party; and (b) each Recording it provides was lawfully made and may lawfully be provided to the Company, transcribed and stored by it, including under any applicable surveillance devices, listening devices, telecommunications interception and privacy legislation. The Company may refuse to accept, or may cease performing, a Service where it reasonably believes this warranty has been or will be breached, without liability to the Client, and the Client remains liable for work already performed.

14. Extent of Liability

14.1 Nothing in these Terms excludes, restricts or modifies any condition, warranty, guarantee or right conferred on the Client under the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law) or any other applicable law, to the extent it cannot lawfully be excluded (see clause 15).

14.2 Subject to clauses 14.1, 14.3 and 15, each party's total liability to the other arising out of or in connection with an Order or these Terms, however arising, is limited to the fees paid or payable by the Client for the Service giving rise to the liability. This clause 14.2 does not limit the Client's obligation to pay fees properly due under clause 9, interest under clause 10.1, or recovery costs under clause 10.3.

14.3 Nothing in clause 14.2 limits either party's liability for: (a) death or personal injury caused by its negligence; or (b) fraud or wilful misconduct. In respect of (c) a breach of the confidentiality obligations in clause 11; or (d) a breach of the data security or privacy obligations in clause 12 resulting in unauthorised access to or disclosure of Client Information, a Recording or a Transcript, each party's total aggregate liability is limited to the greater of AUD $250,000 and five times the fees paid or payable by the Client for the Service giving rise to the liability. This clause 14.3 does not limit, and must be read subject to, any liability the Company owes in connection with an Order relating to a Proceeding under the Company's contract with the relevant Court, which prevails to the extent of any inconsistency (see clause 19.6). Under that contract the Company's liability for breach of its intellectual property, confidentiality, privacy and security obligations is not capped.

14.4 Subject to clauses 14.1, 14.3(a), 14.3(b) and 15, neither party is liable to the other for any indirect, special or consequential loss or damage (including loss of profits, revenue, business opportunity or anticipated savings), whether arising in contract, tort (including negligence), under statute or otherwise.

15. Australian Consumer Law

15.1 In Australia, services supplied by the Company come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these Terms purports to modify or exclude those guarantees, or any other legal right conferred by the Competition and Consumer Act 2010 (Cth), except to the extent permitted by law.

15.2 Where the Services are not of a kind ordinarily acquired for personal, domestic or household use or consumption, the Company's liability for a failure to comply with a consumer guarantee is limited, at the Company's election and to the extent permitted by law, to supplying the Services again or paying the cost of having the Services supplied again, except where the failure arises from a matter described in clause 14.3, in which case clause 14.3 applies.

16. Indemnities

16.1 The Client must indemnify the Company against any losses, costs (including legal costs on a full indemnity basis), claims and liabilities the Company incurs arising from: (a) a breach of the Client's warranty in clause 13.3; or (b) a breach of these Terms by the Client.

16.2 The Company must indemnify the Client against any losses, costs (including legal costs on a full indemnity basis), claims and liabilities the Client incurs arising from a breach of these Terms by the Company.

16.3 The indemnity in clause 16.1(a) is not subject to the limitation in clause 14.2. Each other indemnity in this clause 16 is subject to the limitations and exclusions of liability set out in clauses 14 and 15. Nothing in this clause 16 limits any right of the Client that cannot lawfully be excluded.

17. Termination

17.1 Either party may terminate an Order or these Terms by written notice if the other party commits a material breach that is not remedied within 14 days of receiving notice of the breach. This clause 17.1 applies in addition to, and does not limit, the Company's rights under clause 10.1 (interest and suspension for overdue amounts) or clause 17.2 (termination for insolvency).

17.2 The Company may terminate an Order immediately by written notice if the Client (a) being a company, becomes insolvent, enters external administration, or has a receiver, administrator or liquidator appointed; or (b) being an individual, becomes bankrupt, makes an arrangement or composition with creditors, or has a trustee in bankruptcy appointed. This clause 17.2 applies only to the extent permitted by law, including any stay on the enforcement of rights under the Corporations Act 2001 (Cth). In any event, the Company may suspend the Services and require pre-payment where an amount is not paid when due.

17.3 If the Company becomes insolvent, enters external administration, or has a receiver, administrator or liquidator appointed: (a) the Company (or its administrator, receiver or liquidator, as applicable) must, as soon as reasonably practicable, (i) notify the Client and, where the Order relates to a Proceeding, the relevant Court, and (ii) provide the Client with any completed Transcript, and any Recording and work in progress for an incomplete Transcript, for which the Client has paid, to enable the Client to arrange for the Service to be completed by another provider; (b) the Client may terminate the affected Order by written notice at any time after such an event, without any obligation to pay for Services not yet performed; and (c) any amount already paid by the Client for Services not yet performed is refundable in accordance with clause 9.3(b).

17.4 Termination does not affect any rights or obligations that have accrued prior to termination, including the Client's obligation to pay for Services already performed.

17.5 Clauses 2 (Definitions), 4 (No Use of Artificial Intelligence), 9.3 (refunds), 10 (Overdue Accounts and Disputed Invoices), 11 (Confidentiality), 12 (Data Retention and Security), 13 (Intellectual Property), 14 (Extent of Liability), 15 (Australian Consumer Law), 16 (Indemnities), 18 (Dispute Resolution) and 19 (General) survive the termination or expiry of these Terms or an Order, together with any other clause that by its nature is intended to survive.

18. Dispute Resolution

18.1 If a dispute arises under these Terms (other than a disputed invoice under clause 10.2, or a claim governed by clause 9.3(b), each of which is governed solely by that clause), the party claiming a dispute exists must give the other party written notice setting out the nature of the dispute. Within 5 Business Days, each party will nominate a representative (not previously involved in the dispute) to attempt to resolve it by direct negotiation. If the dispute is not resolved within 20 Business Days after the notice was given, either party may commence court proceedings in respect of it.

18.2 Each party will bear its own costs of complying with this clause 18. Despite a dispute, the Company will continue to perform any Service already commenced, unless the Client requests otherwise in writing.

18.3 This clause 18 does not prevent either party from seeking urgent injunctive or interlocutory relief from a court of competent jurisdiction.

19. General

19.1 Assignment. Neither party may assign or transfer its rights or obligations under these Terms without the other party's prior written consent, such consent not to be unreasonably withheld, except that the Company may assign these Terms to a related body corporate (as defined in the Corporations Act 2001 (Cth)) or in connection with a merger, acquisition or sale of substantially all of its assets, on written notice to the Client.

19.2 Force Majeure. Neither party is liable for any failure or delay in performing its obligations (other than the obligation to pay for Services already performed) to the extent caused by a fire, flood, natural disaster, act of God, war, terrorism, pandemic, government sanction, industrial action, or other cause beyond that party's reasonable control. This clause 19.2 does not limit the Client's refund entitlements under clauses 7.2 and 9.3 in respect of Services not performed as a result of such an event.

19.3 Notices. Notices under these Terms must be given in writing by email or prepaid post to the address last notified by the recipient, and are taken to be received: (a) for email, at the time the email becomes capable of being retrieved by the recipient, unless the sender receives an automated notification that delivery failed, and if that time is after 5:00pm or on a day that is not a Business Day, at 9:00am on the next Business Day; and (b) for post, 3 Business Days after posting. All notices and other correspondence to the Company under or in connection with these Terms (including requests for corrections under clause 6.5, complaints under clause 6.6, notices disputing an invoice under clause 10.2, notices of dispute under clause 18.1 and applications for a Trade Account under clause 5.2) must be sent by email to transcript@lawinorder.com or by prepaid post to Law In Order Pty Ltd, Level 3, 123 Pitt Street, Sydney NSW 2000, or both.

19.4 Governing Law. These Terms are governed by the laws of New South Wales, Australia. Subject to clause 18, each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

19.5 Severability. If any provision of these Terms is held void, illegal or unenforceable, the remainder will continue in full force and effect.

19.6 Entire Agreement. These Terms, together with the applicable Order and Schedule 1, constitute the entire agreement between the parties in respect of the Services and supersede all prior agreements or understandings on that subject, except that, where an Order relates to a Proceeding, the Company's contract with the relevant Court continues to apply for the purposes of clauses 1.2, 5.3, 6.1, 12.2 and 13.1. If there is any inconsistency, the following order of precedence applies: (a) the Company's contract with the relevant Court (in respect of an Order relating to a Proceeding); (b) these Terms; (c) Schedule 1; and (d) the Order or Quotation.

19.7 No Waiver. A failure or delay by either party in exercising a right under these Terms does not operate as a waiver of that right.

19.8 Counterparts. Any Order, Quotation or acceptance under these Terms may be executed or accepted electronically.

19.9 Insurance. The Company maintains professional indemnity, public liability and cyber liability insurance appropriate to the nature and scale of the Services, and will provide evidence of currency to the Client on reasonable written request.

Schedule 1 – Federal Court of Australia and Federal Circuit and Family Court of Australia – Turnaround Times

This Schedule applies to Orders relating to a Proceeding before the FCA or FCFCOA and reflects the Company's current contractual arrangements with those Courts. This Schedule may be updated from time to time to reflect any variation to those arrangements.

Service	Order Cut-off	Delivery Timeframe
Real Time Services	Order placed by 6:00pm local time the previous Business Day at the location where the Proceeding is held.	Morning session delivered within 30 minutes of resumption after the luncheon adjournment; afternoon session delivered within 2 hours of the day's adjournment. Live text displayed with no more than 10 seconds' delay (95% of the time) and no more than 30 seconds' delay (100% of the time). These are service standards measured across the Company's arrangements with the relevant Court, not warranties in respect of an individual Proceeding.
Same Day Progressive	Order placed by 6:00pm local time the previous Business Day.	Draft transcript of the morning session delivered before commencement of the afternoon session (usually 2:15pm); final transcript of the whole day delivered by 6:00pm. Where the Proceeding continues after 4:15pm, the final transcript of that portion is delivered by 10:00am the next Business Day.
Same Day	Order placed by 6:00pm local time the previous Business Day.	Final transcript of the whole day delivered by 6:00pm on the day of the Proceeding. Where the Proceeding continues after 4:15pm, the final transcript of that portion is delivered by 10:00am the next Business Day.
Deferred – Next Day	Order placed any time.	Delivered by 1 Business Day after the order is placed, except where the order is placed by 8:00am local time at the location where the Proceeding is held, in which case delivery is on or before 8:00am the next Business Day.
Deferred – 3 Day	Order placed any time.	Delivered within 3 Business Days after the order is placed.
Deferred – 5 Day	Order placed any time.	Delivered within 5 Business Days after the order is placed.
Deferred – 10 Day	Order placed any time.	Delivered within 10 Business Days after the order is placed.
Deferred – 20 Day	Order placed any time.	Delivered within 20 Business Days after the order is placed.

Notes:

- If the Transcript is delivered after the ordered Turnaround Time, the Client is only charged the rate applicable to the Turnaround Time actually achieved (see clause 6.2).
- Where a Proceeding continues past the times specified above due to unscheduled extension, delivery timeframes for the affected portion of the Transcript may be adjusted by agreement

between the Company and the Client, and the Company is not liable for the resulting delay (see clause 6.3(b)).

- All Transcription Services and Real Time Services under this Schedule – whether performed by the Company's own personnel or by a Subcontractor (see clause 3.5) – are performed exclusively by human transcribers and reporters, consistent with clause 4 (No Use of Artificial Intelligence).
- Transcript accuracy standard: 98% or greater, meaning no more than 2 errors per 100 words. Errors are corrected in accordance with clause 6.5.