



**Christine Smyth  
Estate Law**

Accredited Specialist Succession Law  
We Hear. We Care. We Act.

# Electronic Communications Agreement

*This agreement is entered into pursuant to the ELECTRONIC TRANSACTIONS (QUEENSLAND) ACT 2001 and the ELECTRONIC TRANSACTIONS ACT 1999 (Cth)*

## Introduction

1. These terms apply to all electronic communication between Praedium Law Pty Ltd t/as Christine Smyth Estate Lawyers ("the firm") and third parties ("You").
2. You agree to these terms by initiating or responding to electronic communications with the firm.
3. If you do not agree to these terms, you must notify us in writing. If you so notify us, we will not communicate with you electronically. If you subsequently contact us electronically, you will be consenting to these terms, which consent will override your prior written notification that you do not consent to these terms.

## Electronic Communications

4. You consent, for all purposes, and in particular for the purposes of the ETAs:
  - a. To the firm providing information to you in the form of electronic communication;
  - b. To take such steps as you consider appropriate to ensure that the information will be readily accessible so as to be useable for subsequent reference;
  - c. Where a signature is required, with respect to an electronic communication, to the firm providing that signature by means of attaching a digital signature to the document.
5. The firm consents, for all purposes, and in particular, for the purposes of the ETAs:
  - a. To you providing information to the firm in the form of electronic communication;
  - b. Agrees to take such steps as the firm considers appropriate to ensure that the information will be readily accessible so as to be useable for subsequent reference;
  - c. Where a signature is required, with respect to an electronic communication, to you providing that signature by means of attaching a digital signature to the document.

## Identity & Document Authenticity

6. Electronic Signatures on Communications from the Firm
  - a. The firm will incorporate a digital certification ("digital signature") into its electronic communications with third parties whenever the firm considers such certification is warranted.
  - b. The absence of a digital signature in an electronic communication from the firm means that:
    - i. The communication is not considered significant by the firm.
    - ii. The communication has not been approved by an authorised member of the firm;
    - iii. The communication has been altered by some third party after transmission and prior to receipt; or
    - iv. The communication is not from the firm;
  - c. The firm is not bound by the terms of an electronic communication which does not bear a digital



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- signature issued by it.*
7. *Electronic Signatures on Communications from You*
    - a. *The firm may accept any electronic communication from you authenticated with a digital signature as being a valid and binding instruction/authority from you, and you will be bound by that instruction.*
    - b. *The firm may consent to any requirement for a signature from you being met by means of any electronic communication from you, even if the communication does not contain a 'digital signature' (as defined in this agreement). Such consent is not automatic but may be evidenced by reliance by the firm on the content of the communication.*

### **Variation of these Terms**

8. *These terms may be amended from time to time by the firm by publication of an updated version of the terms on their website, which shall take effect from the date of publication.*

### **Definitions:**

9. *"The Firm" means the Legal Practice being carried on under the firm name or style "Praedium Law Pty Ltd t/as Christine Smyth Estate Lawyers" and includes the partners and employed solicitors of that practice at all material times.*
10. *"Electronic Communication" means: an electronic communication as defined by the ETAs that can, without modification, be displayed visually (including by display on a computer monitor) by viewing the communication within any of the following: a standard email client application (for example Microsoft Outlook); a standard portable document format reader (such as Adobe Acrobat) or Microsoft Word. The parties may agree, expressly or by implication, that other electronic communication formats are acceptable.*
11. *The 'ETAs' means the ELECTRONIC TRANSACTIONS (QUEENSLAND) ACT 2001 and the ELECTRONIC TRANSACTIONS ACT 1999 (Cth) as amended from time to time;*
12. *"Digital Signature" means a digital code (generated and authenticated by public key encryption) that is attached to an electronically transmitted document to verify its contents and the sender's identity, the certificate for which is issued by a Root Certification Authority trusted by the firm. (The firm trusts certificates issued by Certificate Authorities which currently appear in the list of Trusted Root Certificate Authorities published from time to time by Microsoft Corporation. The firm may, at its discretion, determine that any nominated Certificate Authority is, or is not, trusted by the firm.) For the avoidance of doubt, an email footer, commonly known as a 'signature' is NOT a digital signature.*
13. *'Root Certificate Authority' means an organisation which issues digital certificates for use in creating a digital signature.*