

# Well Written

## Website Terms and Condition

### 1. Introduction

1. These terms and conditions shall govern your use of our website and any products or resources associated with the website.
2. By using our website you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
3. We reserve the right, at our sole discretion, to change, modify, add, or delete portions of these terms and conditions at any time without further notice. If this occurs, we will post the changes on this page. Your continued use of the website or our products or resources after such changes occur constitutes your acceptance of the new terms and conditions.
4. It is your responsibility to regularly check our website to determine if there have been changes to these terms and conditions and to review such changes.
5. By using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our Privacy Policy.
6. Use of or reliance on any information appearing on this website or in our products, resources, communications or social media is solely at your own risk. The information contained on this website, on our social media and in our products and resources is general in nature and does not take into account your personal situation. You should consider whether the information is appropriate to your needs, and where appropriate, seek professional advice.
7. Never disregard professional advice or delay in seeking it because of something you have read on this website or in our communications or social media.
8. **Well Written and its owners and its affiliates assume no responsibility whatsoever for any consequences that relate directly or indirectly to any action or inaction users take based on the content available via this website including but not limited to the products services and resources supplied, all communications, all social media and any content supplied by third-parties.**

### 2. Credit

1. This document was created using a template from SEQ Legal (<http://www.seqlegal.com>).

### 3. Copyright Notice

1. All content on and supplied by this website is copyright.
2. Copyright and other intellectual property rights for this website, unless otherwise stated, is held by Well Written, All rights reserved.

### 4. Licence to use website

1. You may:
  - view pages from our website in a web browser;
  - download pages from our website for caching in a web browser;
  - print pages from our website;
  - stream audio and video files from our website; and
  - use our website services by means of a web browser, subject to the other provisions of these terms and conditions.
2. Except as expressly permitted by Section 4.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
3. You must not edit or otherwise modify any material on our website.
4. Unless otherwise stated, this agreement does not give permission for any website content to be copied, published, changed, or posted on the Internet or via any other electronic or print medium without adequate referencing.

5. Unless you own or control the relevant rights in the material, you must not:
  - republish material from our website (including republication on another website);
  - sell, rent or sub-license material from our website;
  - show any material from our website in public;
  - exploit material from our website for a commercial purpose; or
  - redistribute material from our website.
6. Notwithstanding Section 4.5, you may redistribute our newsletter, blog and/or promotional materials in print and electronic form to any person subject to the content being appropriately attributed and referenced to wellwritten.com.au
7. This agreement does not give permission for any of our website content or products to be partially or wholly resold.
8. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## 5. Acceptable use

1. You must not:
  - use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
  - use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
  - use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
  - conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
  - access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
  - submit, post, share or transmit materials on or through wellwritten.com.au that will violate or infringe upon the rights of any third party. These rights include copyright, trademark, privacy, publicity or other personal or proprietary rights;
  - violate the directives set out in the robots.txt file for our website; or
  - use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).
2. You must not use data collected from our website to contact individuals, companies or other persons or entities.
3. You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

## 6. Limited warranties

1. We do not warrant or represent:
  - the completeness or accuracy of the information published on our website;
  - that the material on the website is up to date;
  - that your use of the website will provide specific results;
  - that any files or other data you download from or associated with the site will be free of viruses or contamination or destructive features; or
  - that the website or any service on the website will remain available.
2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
3. To the maximum extent permitted by applicable law and subject to Section 7.1, we exclude all representations and warranties, express or implied, relating to the content of these terms and conditions, our products, our website, and the use of our website.

## **7. Limitations and exclusions of liability**

1. The limitations and exclusions of liability set out in this Section 7 and elsewhere in these terms and conditions govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
2. We will not be liable for any loss or damage of any nature arising out of your use, or lack of use, of the information supplied.
3. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
4. We will not be liable to you in respect of any loss or corruption of any data, database or software.
5. We will not be liable to you for the timeliness, deletion, failure to store, inaccuracy, or improper delivery of any data or information.
6. We will not be responsible to you in any way for the content that appears on this site or in our products or resources nor for any error or omission.
7. We will not be liable to you in respect of any special, indirect, exemplary, incidental, punitive or consequential loss or damage.
8. You agree to indemnify and hold Well Written, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Well Written by any third party due to or arising out of or in connection with your use of the website.
9. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our directors or officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.

## **8. Breaches of these terms and conditions**

1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
  - send you one or more formal warnings;
  - temporarily suspend your access to our website;
  - permanently prohibit you from accessing our website;
  - block computers using your IP address from accessing our website;
  - contact any or all of your internet service providers and request that they block your access to our website; and/or
  - commence legal action against you, whether for breach of contract or otherwise.
2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.

## **9. Variation**

1. We may revise these terms and conditions from time to time without further notice.
2. The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
3. It is your responsibility to regularly check the website to determine if there have been changes to these Terms and Conditions and to review such changes.

## **10. Assignment**

1. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
2. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **11. Severability**

1. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
2. If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **12. Third party rights**

1. A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
2. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **13. Entire agreement**

1. These terms and conditions, together with our privacy policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **14. Law and jurisdiction**

1. These terms and conditions shall be governed by and construed in accordance with Western Australian law.
2. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Western Australia, Australia.