

Terms of Use of the WriteRelease™ Website

Agreement With Profitable Publicity Trading as Write Release™

1. The www.writerelease.com.au website (“***this Website***”) is operated by Profitable Publicity Pty Ltd ACN 130 634 516 trading as WriteRelease™ (“***Company***”, “***We***”, “***Us***”, or “***Our***”). The Company offers to provide the person accessing this Website (“***You***” or “***Your***”), for a nominated fee, with any of the services identified or described on this website, including copywriting and media publication services (“***the Services***”) on:
 - 1.1. the terms and conditions set out in the Website;
 - 1.2. the terms and conditions set out below; and
 - 1.3. if You use any of the Services for which additional, or alternative terms and conditions are referred to, on those additional terms and conditions,(all referred to collectively as “***these Terms of Use***” or “***these Terms***”).

Terms of Use Are Important

2. You acknowledge that these Terms of Use have legal consequences and provide important information about ordering any of the Services from Us. You also acknowledge that You will take the time to read and understand them. You may review, save or print any part of these Terms of Use. We encourage You to print out a copy of this entire document and refer to it as You use the Services.

Acceptance of these Terms of Use

3. If You:
 - 3.1. view or access this Website;
 - 3.2. request Us to provide You with any of the Services;
 - 3.3. use any of the Services;
 - 3.4. click on any “I accept” or “I submit” icon or button on this Website; or
 - 3.5. pay, or attempt to pay, to use any of the Services,then You will enter into a legally binding agreement with the Company (“***the Agreement***”) on, and subject to, these Terms of Use.

Changes to the Terms of Use

4. You must accept these Terms of Use if You wish to use any of the Services. If You choose to accept these Terms of Use or, under these Terms of Use, are deemed to have accepted them, You must do so as they are presented to You. No changes to the Terms of Use will be accepted by the Company.
5. The Company may, in its sole discretion, change, add or remove any part of these Terms of Use at any time. If it does so, the Company will post such changes on the Website. You must discontinue using the Services, if any future changes are unacceptable to You. Your continued use of the Services now, or following the posting of a notice of any such change, will be deemed to be an acceptance by You of these Terms of Use, and any such changes.
6. No other contractual terms whatever, whether communicated to Us before, at the time of, or after submitting any order to Us, will form part of the agreement between You and the Company, unless We agree in writing. If for any reason, other contractual terms do form part of the agreement then, to the extent of any inconsistency, by submitting any order, You agree that the terms of this Agreement and these Terms will prevail.

Fee for Provision of Services

7. We will provide You with any of the Services described or identified on this Website that you request us to provide, strictly according to the procedures set out in this Website. We will charge You, and You must pay Us, the nominated fee for the provision of any Services You order according to this Website and these Terms of Use.

How Fees Will be Calculated

8. Fees for all Services will be charged on the basis set out in the Website. Goods and Services Tax will be added to Our fees.

Payment of Invoices

9. Unless agreed otherwise in writing, Your obligation to pay Us Our fees will arise at the time You order a Service, as soon as We have issued a tax invoice to You, and in accordance with the payment procedures in this Website.

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10. All invoices must be paid without deduction, set-off or counterclaim of any kind whatever. Time is of the essence in relation to the payment of Our invoices. We reserve the right to charge You interest on any of our unpaid invoices at the rate prescribed under s.2 of the *Penalty Interest Rates Act* 1983, from the period beginning the day after payment is due until the relevant unpaid invoice is paid.

Intellectual Property

11. All intellectual property rights in all content documentation, systems, materials, methodologies and processes in this Website and Our work product, will always remain vested in Us.
12. By submitting information and documents to the Company, You represent and warrant that You are the owner of such material, or have proper authorization from the owner of the content of that material to distribute it. You grant the Company a royalty-free, non-exclusive license to use the content for the limited purpose of processing Your order for the provision of the Services.

Submission of Your Information and the Content of that Information

13. You agree to provide Us, in accordance with the requirements and procedures in this Website, and in a timely way, all information and documents reasonably required to enable Us to provide the Services you have ordered.
14. Our work will be based solely on the information and documents You provide to Us, and the circumstances that You make known to Us. We rely on You bringing to Our attention, as soon as possible, any changes in the content of the information and documents as originally provided to Us; if You fail to do so, it may adversely impact on the Services We deliver.
15. You are solely responsible for the content and accuracy of all of the information and documents you provide to Us. We will not independently verify the accuracy of such information and documents, and We will not be liable for any loss or damage arising from any inaccuracy or other defect in any information or documents You provide to Us.

Representations and Warranties

16. As an essential condition condition of Your use of any Services in connection with this Website, You represent and warrant to the Company, and continue to do so each time You access this Website or use a Service, that You will:
 - 16.1. not use any of the Services for any purpose that is prohibited by these Terms of Use, or otherwise unlawful;
 - 16.2. not use any of the Services to defame, abuse, harass, stalk, threaten or otherwise offend others;
 - 16.3. not publish, distribute, e-mail, transmit, disseminate or submit any information, documents or images or other material, which is or might be:
 - 16.3.1. unlawful, obscene, defamatory, indecent, offensive or inappropriate;
 - 16.3.2. false or misleading, breaches any copyright or trademark, right of privacy or confidentiality, or any other right of any person;
 - 16.4. not impersonate any person or entity;
 - 16.5. not upload, post, e-mail, transmit or otherwise make available, using this Website, any material that you do not have a right to make available under contractual obligation or any law, or which contains viruses, or other computer codes, files or programs designed to interrupt, limit or destroy the functionality of other computer software or hardware; and
 - 16.6. not breach any applicable laws or regulations.
17. We reserve the right to refuse to process any order You submit containing content that We, in our sole discretion, deem abusive, defamatory, obscene, in violation of copyright, trademark, confidentiality or privacy laws, or are otherwise offensive, illegal, unlawful, inappropriate or socially unacceptable, including any material, We believe, may cause any liability for Us under any applicable law or regulation. In particular, We reserve the right to refuse to process orders containing content which, in Our sole discretion, contains expressions of abuse, offensive language or images, obscenity or pornography.

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Indemnity

18. You must indemnify the Company, its related bodies corporate, its servants and agents, and keep the Company, its related bodies corporate, its servants and agents indemnified, from all claims and costs, of whatever kind, if the Company, or its related bodies corporate, servants or agents suffer any loss, damage or liability or incur any costs in relation to:
- 18.1. the content and nature of any information or documents You provide to Us;
 - 18.2. Your breach of any of the above representations and warranties;
 - 18.3. any other legal obligation You have to Us under this Agreement; or
 - 18.4. Your use of this Website.

Rejection of Material

19. The Company may, in its sole discretion, reject or edit any information or copy provided, and may terminate this Agreement at any time.

Confidentiality

20. The parties will keep all matters relating to the provision of the Services strictly confidential.

Liability

21. We will endeavour to use all reasonable skill and care in providing the Services to You.
22. To the fullest extent permitted by law, the Company make no representations, conditions or warranties, express or implied, statutory or otherwise, relating to the provision of the Services, and they are expressly negated and excluded.
23. In particular, but without limiting the generality of the previous paragraph, We do not warrant that the Services are of merchantable quality, or fit for any purpose (including for print or broadcast), irrespective of whether or not any purpose is communicated to Us. You acknowledge that, because of the nature of the internet and third party dependencies, We do not warrant that access to the Website will be continuous, uninterrupted or error-free and that this Website may not always be available due to upgrades or maintenance. You must apply whatever virus protection measures You consider appropriate.

24. To the full extent permitted by law, You agree that:
- 24.1. any liability to You for any direct, indirect, incidental or consequential expense, loss, damage or costs You incur, relating to this Agreement or Your use of the Services, is excluded; and
 - 24.2. the above exclusion of liability will apply:
 - 24.2.1. whether or not the liability arises from any act, omission or failure (whether negligent or not) of the Company, its officers, servants, agents, or independent contractors;
 - 24.2.2. whether or not You have informed Us of the possibility of such loss or damage;
 - 24.2.3. to loss of profits or revenue, business interruption, loss of data, or failure to realise anticipated savings or benefits.
25. However, despite paragraphs 21 to 24 above, nothing in these Terms of Use has the effect of excluding, restricting or modifying any non-excludable statutory condition, warranty, guarantee, right, remedy or other benefit that is preserved for You by the *Trade Practices Act 1974 (Cth)* (“*the Act*”) (or any other legislative provision), or any other applicable law where to do so is illegal or would make any provision of this Agreement void.
26. Where We are not entitled to exclude a warranty, condition or term implied by Division 2 of Part V of the Act (other than a condition or warranty implied by s.69 of the Act) relating to the supply of goods or services (or both) which are not of a kind ordinarily acquired for personal, domestic or household use or consumption, Our liability for breach of any such warranty, condition or term is limited to those options specified in s.68A(1)(a) and (b) of the Act, namely:
- 26.1. in the case of Services, at Our option, either the resupply of the Services or payment of the cost of having the Services resupplied; and
 - 26.2. in the case of documentary deliverables or materials, at Our option, either the resupply of the deliverables or materials or payment of the cost of having the deliverables or materials resupplied.

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27. If, despite paragraphs 21 to 26 above, We incur any liability to You in addition to that contemplated by paragraph 26, our total aggregate liability to You for loss or damage, caused by, or resulting from, or relating to, this Agreement or Our provision of Services to You, including whether arising from breach of contract, negligence, or any other tort, in equity or otherwise, and whether or not We were advised of the possibility of such loss or damage, is limited (to the extent permitted by law) to the amount equal to the amount of the fees You have paid Us for the provision of those Services.
28. You agree that if You make any claim against Us for loss as a result of a breach of this Agreement, and that loss is contributed to by your own actions, then liability for your loss will be apportioned as is appropriate having regard to the respective responsibility for the loss, and the amount You may recover from Us will be commensurately reduced.

Chargebacks

29. There is a no-refund policy for the provision of Services unless the Company fails to distribute your press release. If you dispute a charge (ie chargeback) from your credit card issuer that, in the Company's sole discretion, is a valid charge under these Terms of Use, You must pay the Company an administrative fee of not less than \$50 and not more than \$150 (at the Company's sole discretion).

Indemnity Against Third Party Liability

30. You must indemnify the Company, and keep the Company indemnified, from and against all claims and costs, of whatever kind (or actions that may be asserted by any third party) that may result from any third party claims relating to the provision of the Services or any use by You of any deliverable item under this Agreement, or any breach of the Agreement. You must reimburse Us for all costs and expenses (including legal fees on a solicitor and own client basis) incurred by Us in connection with any such action or claim.

Entire Agreement

31. This Agreement, comprising the Website and the Terms of Use, forms the entire agreement between You and the Company relating to the provision of the Services. It replaces and supersedes any previous proposals, correspondence, understandings or other communications whether written, oral or electronic.

More Than One Person to Whom Services are Provided

32. If there is more than one person who orders Services under this Agreement, then each of those persons obligations to Us are joint and several.

Website to take Precedence

33. If any conflict between these Terms of Use and the Website, the Website will take precedence.

Certificate

34. If We sign a certificate stating that, as at a certain date, We certify that You owe Us a stated amount for Services rendered, then You agree that such a certificate is conclusive evidence that You in fact owe Us that stated amount as at that date.

Jurisdiction

35. You and the Company parties agree that this Agreement is governed by the laws in force in Victoria and submit to the jurisdiction of the courts in that state relating to any dispute arising from this Agreement.