

Terms of Use Statement

1. Acceptance of the Terms

- 1.1 www.wordsmysway.com.au (the **Website**) is operated and solely-owned by Veronica Ann McDermott (ABN 59395513197) (the **Website Owner**), which allows the person who accesses the Website to engage the copywriting service (the **Service**) as provided by the Website Owner.
- 1.2 By accessing and using the Website, this signifies that you have read, understood and agree to be bound by this terms of use statement (the "**Terms**"); as well as complying with any relevant lawfulness through your access and use of the site.
- 1.3 If you do not agree with the Terms, you must cease usage of the Website immediately.
- 1.4 Throughout the Terms any reference made to 'our, we or us' refers to the Website Owner. Any references made to 'you or your' refers to the site visitor or customer.

2. Updates of the Website and notifications

- 2.1 We reserve the right to review and change any of the Terms by updating this page at our sole discretion. Any changes to the Terms take immediate effect from the date of their publication.
- 2.2 Your continued use of the Website signifies your acceptance and agreement to any adjustments to these Terms.

3. Copyright and Intellectual Property

- 3.1 The Website and all Service provided by the Website Owner are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the site content and compilation of the Website (including logos, graphics, imagery, layouts and text) are owned and controlled for these purposes and are served by the Website or its contributors.
- 3.2 The Website Owner retains all rights, titles and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:
 - (a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of the Website; or
 - (b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or

- (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- 3.3 You may not, without the written permission of the Website Owner and the permission of any other relevant rights owners, broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the content or third party contact for any purpose. This prohibition does not extend to materials on the Website which are freely available for re-use or are in the public domain.
- 3.4 By accessing the Website, you understand and agree that your access does not license you to use or reproduce licensed trademarks, logos and branding in any commercial setting without our prior written consent or to use any data featured on the site for any commercial purposes.

4. General Disclaimer

- 4.1 You acknowledge that the Website does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Service other than provided for pursuant to these Terms.
- 4.2 Subject to this clause, and to the extent permitted by law:
 - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
 - (b) we will not be liable for any special, indirect, or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Service or these Terms, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 4.3 By accessing the Website, you agree that your access and use of this site is subject to these Terms and any applicable laws at your own risk.
- 4.4 This limitation applies to all and any damages which you may incur whether they be direct, indirect, consequential or otherwise that you or others may become subject to. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website (including third party material and advertisements on the Website);

- (c) costs incurred as a result of you using the Website and the Service
- (d) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

4.5 We exercise due diligence in ensuring that the Website is free of any virus, malware, worm or Trojan horse, however we are not responsible for any damages caused to your computer system arising from any connections to the use of the Website or any linked websites.

5. Limitation of Liability

You expressly understand and agree that the Website Owner, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any intangible loss.

6. Indemnity

6.1 You agree to indemnify the Website Owner, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any content you post through the Website;
- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
- (c) any breach of the Terms.

7. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

8. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.