

These Terms and Conditions are also published on the following website: <http://www.writecopy.com.au/> and are available upon request.

WriteCopy (WC) is not bound by any variation to its Terms unless expressly agreed to in writing and signed by a duly authorised Representative of WC and the Client. These Terms herein shall apply notwithstanding any provision to the contrary which may appear on any order form or other document issued by the Client or any other party. WC may, at any time and from time to time, alter these Terms and the Client agrees that it will be deemed to have notice of any change to these Terms and to be bound by any subsequent versions of these Terms as they appear on WC's website: <http://www.writecopy.com.au> whether or not the Client has actual notice or not.

A copy of the current version of the Terms and Conditions may also be obtained by request at WC's principle place of business.

## 1. DEFINITIONS

- 1.1 "WC" means Melinda Jane Leyshon trading as WRITE COPY ABN 21 933 621 083 and its subsidiary and related bodies, and its successors and assigns.
- 1.2 "Client" means you the Applicant, Debtor, Client and Purchaser of WC's Services.
- 1.3 "Contract" means any contract for the provision of services by WC at the request of the Client
- 1.4 "Document" has the same meaning as that in Section 21 of the *Acts Interpretation Act 1987* (NSW).
- 1.5 "Order" means any request to WC by the Client, or by their agent or representative, for the provision of Services and includes (but is not limited to) any letters sent by post, facsimile or electronic means, emails, messages (including those by text and social media) purchase orders, and verbal requests acknowledged in writing by WC.
- 1.6 "SEO" means search engine optimisation.
- 1.7 "Service(s)" means any training, consulting, research, copywriting, drafting, reviewing, editing, or proofreading service or other literary service provided by WC, including the provision of draft or final Works.
- 1.8 "Works" means any Document or thing produced as a result of the Services.

## 2. PERSONAL PROPERTY SECURITIES ACT 2009 (PPSA)

- 2.1 If a term used in this clause has a particular meaning in the PPSA, it has the same meaning in this clause.
- 2.2 The Client acknowledges and agrees that these Terms and Conditions constitute a security agreement for the PPSA and creates a security interest in all Works produced by the Services that have previously been supplied and that will be supplied in the future by WC to the Client. The Client acknowledges and agrees that WC may apply to register a security interest in the Works at any time before or after delivery of the Works. The Client waives its rights under s157 of the PPSA to receive notice of any verification of the registration.
- 2.3 The Client undertakes to -
  - (a) promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which WC may reasonably require to -
    - (i) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
    - (ii) register any other document required to be registered by the PPSA; or
    - (iii) correct a defect in a statement referred to in clause 2.3(a)(i) or 2.3(a)(ii);
  - (b) indemnify, and upon demand reimburse, WC for all expenses incurred in registering a financing statement or financing change statement or security interest on the Personal Property Securities

Register established by the PPSA or releasing any Works charged thereby;

- (c) not register a financing change statement in respect of a security interest between the parties without the prior written consent of WC;
  - (d) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Works in favour of a third party without the prior written consent of WC;
  - (e) immediately advise WC of any material change in its business practices of selling the Works which would result in a change in the nature of proceeds derived from such sales.
- 2.4 WC and the Client agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
  - 2.5 The Client waives their rights to receive notices under sections 95, 118, 121(4), 125, 130, 132(3)(d), 132(4) 135, 142 and 143 of the PPSA.
  - 2.6 The Client waives their rights as a guarantor and/or a debtor under sections 142 and 143 of the PPSA.
  - 2.7 The Client must unconditionally ratify any actions taken by WC under clauses 2.3 to 2.5.
  - 2.8 Subject to any express provisions to the contrary, nothing in these Terms and Conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

## 3. QUOTATIONS, PRICES, & SUPPLY

- 3.1 No quotation given by WC shall constitute an offer and is to be treated as an estimate only.
- 3.2 At WC's sole discretion the price of Services shall be either:
  - (a) as indicated on invoices provided by WC to the Client in respect of Services rendered; or
  - (b) WC's quoted price (subject to clause 3.6) which shall be binding upon WC provided that the quote was provided to the Client in writing and the Client has accepted WC's quotation in writing, identifying the Client and the quotation, within 30 days of the date of the quote.
- 3.3 Unless otherwise stated, each quote or Order will include two rounds of revision and one round of proofreading. Additional rounds of revision or proofreading will operate as a variation and incur additional fees.
- 3.4 Unless otherwise stated, prices quoted are in Australian dollars and are **exclusive of GST, liaison with the Client or their representatives, agents or affiliates, liaison with third party agents (such as web developers and graphic designers), travel time and expenses, delivery or courier costs, sample charges, redrafting and redrawing fees, or storage, where applicable**, which shall be added to the price of the Services.
- 3.5 The Client acknowledges that any changes to the original brief or scope of works that are requested by the Client, or which become necessary in the opinion of WC to give full effect to the Client's Order, will operate as a variation and will render any previous quote unreliable and will incur additional fees.
- 3.6 WC reserves the right to change the price of any Order in the event of any variation to the Client's quotation or Order, including but not limited to changes to the brief or scope of works, additional rounds of revision or proofreading, or increases in duties, taxes, foreign or domestic exchange rates, import and delivery costs, and the costs of complying with all legislation, ordinances, regulations and by laws from the date of the Client's quotation. WC reserves the right to change the price of any quote or Order by charging a flat-fee or hourly rate.
- 3.7 WC will not be obliged to undertake any work additional to that which forms the subject matter of an accepted quote or Order without the prior written instruction from the Client and such instructions, if accepted, will operate as a variation of the Client's quote or Order, as

- applicable. WC will not be required to undertake any work in relation to the variation prior to the Client's acceptance of the price of any variation.
- 3.8 WC is entitled to recover from the Client as a liquidated debt due or owing, all costs, losses and expenses incurred by WC as a result of, arising out of, or in connection with, any act, default or omission of the Client, their agents, servants, contractors, subcontractors, consultants, representatives and others for whom they are responsible.
- 3.9 The Client must not request any reduction in their account with WC for any costs incurred on behalf of, or following from any act or omission of, WC or its agents, servants, subcontractors or representatives.
- 3.10 A Client may only cancel an Order by giving written notice to WC and the cancellation becomes effective when WC provides written confirmation of receipt of the notice of cancellation.
- 3.11 If a Client cancels any Order for Services after WC has received an Order, then WC reserves the right to charge to the Client the costs incurred in cancelling any Order or part Order (including loss of profit) together with the costs incurred to the date of cancellation. At WC's sole discretion, such cancellation costs may include (but are not limited to) time spent for brief preparation, research, drafting, revision, or proofreading, artwork fees, set-up costs, or full payment of the Order in circumstances where the costs of the work completed at the time of cancellation are equal to, or greater than, the quote or Order price when calculated at an hourly rate.
- 3.12 WC may sub-contract the performance of a Contract in whole or in part.
- 3.13 The Client acknowledges that where a third party is subcontracted by WC, WC so subcontracts as the Client's agent, and the Client acknowledges that WC is not liable for any act, omission, or representation of any third party irrespective of whether the Client was introduced to the third party, or where the third party is used as a subcontractor by WC.
- 3.14 WC reserves the right to decline any Order if the size or deadline of the Order inhibits or prejudices WC's ability to fulfil its contractual commitments to its other Clients.
- 3.15 If, in the sole discretion of WC and in consideration of the scope of the Order, an Order is considered urgent, WC may charge to the Client a rush loading equal to 25% of the price of the Order. If a bonus is payable under the Order to which a rush loading is applicable, the bonus is calculated on the Order price inclusive of the rush loading.
- 3.16 Samples produced by WC are indicative only of the general nature of the Services supplied by WC and unless otherwise agreed in writing WC does not warrant or guarantee that the Services will correspond with any sample provided to the Client or with any previous Services provided to the Client.
- 3.17 Upon the placement of an Order, or the acceptance of a quote (in accordance with clause 3.2(b)), or as otherwise agreed in writing, the Client must supply to WC such particulars as are necessary for WC to provide the Services, including but not limited to delivery medium, target audience, project objectives and deliverables, scope and inclusions, constraints, deadlines, company-specific information, ultimate client, required or industry-specific style or branding, document management, points of contact, confidentiality obligations, intended use, and relevant third party intellectual property rights.
- 3.18 If text or print artwork supplied by the Client is not suitable for use by WC in performing the Services (as determined by WC in their sole discretion), WC may redraft the text or redraw the artwork in a format suitable to the Service objectives.
- 3.19 The Client agrees that any text redrafting or artwork redrawing required to complete the Services will be charged out at \$110 per hour (plus GST) or at any other rate that may be agreed between the Client and WC, which will be added to the cost of the Services (unless previously accounted for in a Quote accepted in accordance with clause 3.2(b)). Minor text redrafting or artwork redrawing may (at WC's sole discretion) be provided at no additional cost.
- 3.20 WC reserves the right to make alterations to the requests, details and specifications provided by the Client without notice to the Client, to allow WC to use their available formatting tools (including software), or if WC determines in their sole discretion that the directions, requests, specifications, or instructions provided by the Client would not give effect to their desired result, and the costs of such alterations may be added to the cost of the Services.
- 3.21 Unless expressly otherwise agreed in writing, WC is only bound to complete the Services within reasonable and normal industry turnaround times, which will be subject to the availability and current workload of WC. The Client agrees that unless otherwise agreed, a period of 30 days is a reasonable period in which to complete the Services.
- 3.22 Unless expressly otherwise agreed in writing, the Client accepts a typographical defect rate of up to 2% and acknowledges this as the copywriting industry norm.
- 3.23 Unless otherwise agreed in writing (which will be treated as a variation and charged to the Client accordingly), WC is only required to perform work on, or complete the Services, during WC's normal working hours.
- 3.24 Irrespective of whether a time is specified for completion of the Services, WC reserves the right to extend the time for completion of the Works if WC, in its sole discretion, considers it reasonable due to some matter, event, cause or thing outside of its control, such as (but not limited to): instructions, variations, or lack of instructions or information from the Client, industrial disputes, or failure to make contact with the Client or Client's nominated point of contact.
- 3.25 If WC has provided Works to the Client for the Client to review, the Client must within 10 business days advise WC of any changes required as a result of the review. If no changes are requested within this time then the Works are taken to have been completed, approved, and accepted, and the Client will be invoiced accordingly. Additional work at the Client's request following the closure of a job will be charged at an hourly rate.
- 3.26 The Client warrants that any electronic file (including emails and attachments), data device or electronic device provided to WC in the course of completing the Services is free from any virus or other defect which may cause damage or loss to WC.
- 3.27 The Client accepts liability for any loss or damage (including direct, indirect, and consequential loss) caused by any electronic file (including emails and attachments), data device, or electronic device, provided to WC in the course of completing the Services.

#### 4. TERMS OF PAYMENT

- 4.1 The granting of credit to a Client shall be at the absolute discretion of WC and unless otherwise demanded by WC, the Client shall make payment within seven (7) days from the date of an issued invoice. Any credit facilities granted to a Client may be withdrawn on overdue accounts at WC's discretion without notice to the Client.
- 4.2 Payment will be made by cash, cheque or direct bank deposit, or by any other method as agreed between WC and the Client in writing. Any surcharges, levies, or additional fees associated with a method of payment will be borne by the Client at the time payment is made for the Services.
- 4.3 Unless otherwise agreed in writing, payment is to be made in the following manner;
- If a quote is accepted, a non-refundable deposit of 50% of the quotation price shall be due upon placing the Order for Services and the balance of the Order price shall be due upon the presentation of an invoice prior to the delivery of the final Works;
  - If an Order is made without reference to a valid quote, a deposit of 50% of the anticipated Order price shall be due upon placing the Order. The final Order price is subject to change and the anticipated Order price is not an indication of the final Order price;
  - The balance of the Order price is payable following the issue of an invoice from WC for the Services, which will be issuable at the earlier of the delivery of a first draft or and final approval by the Client.
- 4.4 If the Client fails to make payment within 7 days from the date of the invoice, WC shall be entitled to:

- (a) Charge interest at the rate of twelve per centum (12%) per annum on a cumulative basis on all overdue amounts (including late payment charges and amounts other than the price) calculated on a day to day basis on any monies due but unpaid, such interest to be computed from the due date for payment AND the Client acknowledges that such interest is the legitimate reasonable loss sustained from non-payment and agrees that such charges shall be payable on demand.
  - (b) Claim from the Client all costs relating to any action taken by WC to recover monies due from the Client including any mercantile agents costs and legal costs and disbursements on an indemnity basis; and
  - (c) Cease any further deliveries to the Client and treat any existing Orders or agreements in relation to Services not then delivered as being cancelled by the Client (which will be treated in accordance with clause 3.11).
- 4.5 If the Service to be provided relates to a tender, award, or other application for which the Client is attempting to 'win' and following the provision of the Services the Client does 'win', WC may claim a bonus of up to 50% of the Order price (as agreed between both WC and the Client), which is payable on the same terms as the Order price, and a new invoice will be issued for the bonus payment, irrespective of whether an invoice has already been issued and/or satisfied at the time the bonus becomes payable.
- 4.6 The Client may not withhold any moneys due and payable as retention.
- 4.7 Where WC is liable in accordance with these conditions in respect of only some or part of the Services, the Contract shall remain in full force and effect in respect of the other parts of the Services and no set-off or other claim shall be made by the Client in respect of such other, or other parts of the, Services.

## 5. DELIVERY

- 5.1 At WC's sole discretion delivery of the Services shall take place when:
- (a) WC provides draft Works to the Client and the Client does not request changes within 10 business days; or
  - (b) WC provides Works to the Client and the Client accept the Works and advises that no further changes are required.
- For the purpose of delivery, WC may provide the Works to the Client in hard-copy or in electronic format.
- 5.2 Any date or time quoted for delivery is an estimate only and WC shall endeavour to effect delivery at the time or times requested by the Client, but failure to do so shall not confer any right of cancellation or refusal of delivery by the Client or render WC liable for any loss or damages directly or indirectly or consequently sustained by the Client as a result thereof.
- 5.3 The Client shall not be relieved of any obligation to accept or pay for products by reason of any delay in delivery or any strike, lockout, unavailability of materials or tools, accidents to machinery, technical failure, differences with subcontractors, political parties, breakdowns, shortages of supplies or labour, fires, floods, storm or tempest, transport delays, acts of God, restrictions or interventions imposed by any laws, regulations, governments or agencies thereof and any other cause beyond the control of WC or any other cause whatsoever.
- 5.4 WC may, at its sole discretion, make and invoice partial deliveries of the Services and each partial delivery shall be a separate delivery pursuant to these terms and conditions.
- 5.5 Where WC elects to deliver the Works by electronic means WC accepts no liability for interference or interception of transmissions or for any loss or damage of any kind caused or suffered as a consequence.

## 6. REVIEW

- 6.1 The Client must review any Works provided to them and either approve and accept the Works, or request changes, within 10 business days of receipt of the Works.

- 6.2 If the Client does not request any changes within 10 business days of receipt of the Works then the Works are taken to have been completed, approved, and accepted, by the Client.
- 6.3 If the Client approves and accepts the Works, or fails to request changes within 10 business days of receipt of the Works, the Client may not later reject or return the Works and WC is not obliged to entertain requests to reject or return the Works.
- 6.4 If the Client approves and accepts the Works, or fails to request changes within 10 business days of receipt of the Works, and later requests changes to the Works, WC may, in their sole discretion, make the requested changes without additional charge, refuse to make any changes to the Works and invoice the Client for the completed and finalised Works, or may treat the requested changes as a variation pursuant to clause 3.7 and charge at an hourly rate.

## 7. TITLE AND RISK

- 7.1 It is the intention of WC and agreed to by the Client that ownership of the Works shall not pass until:
- (a) The Client has paid all amounts owing under the Order in cleared funds for the Services (including any applicable bonus, sales taxes and other taxes, levies and duties); and
  - (b) The Client has met all other obligations due by the Client to WC in respect of all Contracts between WC and the Client.
- 7.2 Any payment made by or on behalf of the Client which is later avoided by the application of any statutory provision shall be deemed not to discharge the Client's indebtedness and, in such an event, the parties are to be restored to the rights which each respectively would have had if the payment had not been made.
- 7.3 Notwithstanding that WC may retain ownership of the Works, all risk for the Works remains with the Client for the duration of the Contract.
- 7.4 The Client acknowledges that it is in possession of the Works solely as a bailee for WC until payment has been made in full to WC and until such payment the Client shall store the products separately from its own goods and those of any other party and in a manner which clearly identifies the Works, whether as separate chattels, or as components, as the property of WC, and must return the Works to WC upon default of any payment as it falls due, and account to WC any and all profits and benefit derived from the use of the Works.
- 7.5 The Client shall be at liberty to agree to sell the Works (independently or affixed to other materials) subject to the condition that until payment has been made, the Client shall sell as an agent and bailee for WC and that the entire proceeds from the sale thereof shall be held in a separate account on trust for WC.
- 7.6 The Client acknowledges that the intellectual property rights in the Works (including but not limited to, copyright) remains the property of WC until all monies due to WC are paid in cleared funds.
- 7.7 Unless expressly agreed otherwise in writing, notwithstanding that intellectual property rights in the Works may transfer to the Client following payment for the Services, WC reserves the right to, and the Client irrevocably licences WC to, use the Works, in whole or in part, for WC's own promotional use.

## 8. WARRANTY

- 8.1 The Client warrants that all information provided to WC is true and accurate, and may be relied upon by WC in performing the Services.
- 8.2 The Client warrants that the Client owns, or is authorised by the owner to provide to WC, any and all information, text, images, sounds, data, and Documents, provided to WC to render the Services and produce the Works, and the Client acknowledges that WC relies on this warranty in rendering the Services and producing the Works.
- 8.3 Subject to payment in full being made as defined in Clause 4, WC shall use its best endeavours to pass on to the Client the benefit of any warranties or guarantees it receives in respect of products thereof supplied to the Client which are not of WC's production.

## 9. LIMITATION OF LIABILITY

- 9.1 Unless it is specified in writing by WC in response to a written request from the Client before an Order or Contract is made, neither the Client nor the ultimate user of the Works may rely on any technical information, recommendations, statements or advice given by WC or its

- agents, servants, employees, representatives, or the like, directly or through the Works.
- 9.2 The Client acknowledges that WC provides the Services based on materials, information, data, statements, and advice provided by the Client and that WC provides the Services and produces the Works based on these provisions of the Client. WC provides no warranty as to the accuracy or truthfulness of the Works and the Works may not be construed as a statement, recommendation, advice, or representation, by WC.
- 9.3 It is the Client's responsibility to ensure that Services Ordered and Works produced are suitable for their intended use prior to placing an Order.
- 9.4 The Client warrants that no part of their Order infringes on any third party intellectual property rights and acknowledges that WC relies on that warranty in accepting an Order for the provision of Services.
- 9.5 The Client shall indemnify and hold harmless WC and its officers, employees, and agents against any claims, suits, proceedings or demands made by a third party for loss or damage suffered whether directly or indirectly by infringement of its intellectual property rights.
- 9.6 These terms do not exclude, restrict or modify the application of any provisions of any Commonwealth, State or Territorial Law which by law cannot be excluded, restricted or modified.
- 9.7 In the case of Services supplied by WC to a Client who is a consumer as defined by the Australian Consumer Law, to the extent that the Services are not consumer level services, the liability of WC to the Client for breach of any warranty or condition or the breach of any duty of care shall in all cases be limited to an amount not exceeding 10% of the Order price and the Client releases WC from any claim, suit, proceedings or demand on account of any liability exceeding that amount.
- 9.8 Except for those conditions and warranties implied by the Australian Consumer Law or consumer protection legislation which may be excluded, the Client agrees that:
- (a) It has not relied on any inducement, representation or statement made by or on behalf of WC in Ordering the Services and there are no implied conditions or warranties herein and no collateral contracts in connection herewith (except such as may be in writing and signed by a duly authorised representative of WC).
- 9.9 Except as prohibited by law, the Client must within 14 days of the occurrence of the first event of circumstances giving rise to a claim, suit, proceedings or demand serve written notice on WC of those circumstances with detailed particulars.
- 9.10 The Client agrees that these Terms and Conditions may be produced or pleaded, as applicable, as a bar to any claim, suit, proceedings or demand, or to any entitlement to the same, if the conditions in clause 9.9 are not met.
- 9.11 In no circumstances shall WC be liable for the acts, omissions, or negligence of any third parties to the Contract, including subcontractors.
- 9.12 With regards to electronic files (including emails and attachments), data devices, and electronic devices, WC does not provide a warranty with respect to the functionality and will not be responsible for any loss of data or damage to other devices used in conjunction with any electronic file, data device, or electronic device used in rendering the Services or producing or providing the Works.
- 9.13 The Client agrees to indemnify WC against any and all liability arising out of any use of the Works, including any liability for infringement of third party intellectual property rights, libel, slander, or any other direct, indirect, or consequential damage howsoever caused.
- 9.14 This clause 9 sets out the entire liability of WC in respect of its liability under the Australian Consumer Law or otherwise in respect of liabilities to the consumer for a breach of a condition or warranty with respect to the provision of the Services and Works. In no circumstances will WC incur any liability in respect of, arising out of, or in connection with, any special, consequential, direct or indirect loss, damage, harm or injury suffered or incurred by the consumer and/or Client.

## 10. FORCE MAJUERE

- 10.1 WC shall not be liable for any failure or delay to supply or deliver the Services where such failure or delay is wholly or partly due to any cause or circumstance whatsoever outside the reasonable control of WC including, but not limited to, war, strikes, lockouts, industrial disputes or unrest, government restrictions or intervention, transport delays, fire, act of God, breakdown of plant, shortage of supplies or labour, storm or tempest, theft, vandalism, riots, civil commotions or accidents of any kind.

## 11. TERMINATION

- 11.1 If the Client fails to comply with any of these terms and conditions, WC may, in addition to exercising all or any of its rights against the Client, suspend any further Orders and immediately invoice the Client for any work performed for any Order but not yet not paid for in accordance with these Terms and Conditions.
- 11.2 If WC has not provided Works to the Client for review, however is unable to obtain instructions from the Client for a period of 10 business days without reasonable explanation, WC may terminate the Order and invoice the Client for time spent on the cancelled Order in accordance with clause 3.11
- 11.3 In addition to exercising all or any of its rights against the Client, WC may terminate any Order or agreement with the Client if the Client:
- (a) is in breach of any Order or agreement and fails to remedy the breach within 14 days of notice in writing specifying the breach and requesting its remedy;
- (b) fails or refuses to take delivery of Works to be supplied pursuant to an Order;
- (c) commits an act of bankruptcy, or passes a resolution for Voluntary Administration or winding up or liquidation (other than for the purposes of reorganisation or reconstruction) or enters into any composition or arrangement with creditors or if a receiver or manager is appointed for any property or assets of the Client or becomes liable to be wound up by reason of insolvency or if any petition is presented for its winding up, or if a liquidator or provisional liquidator is appointed; or
- (d) is insolvent.

## 12. RETURNS

- 12.1 Due to their bespoke character, Works may not be returned.
- 12.2 Services and works may not be rejected unless the final Works provided do not conform with the brief or scope of works, and such non-conformity does not result directly or indirectly from the instructions (or lack thereof) of the Client.

## 13. ADVERTISING

- 13.1 The Client shall not advertise in any media the use of the Services purchased from WC, without the written consent of a duly authorised Representative of WC. The Client shall indemnify and hold indemnified WC against any liability in respect of or in connection with any special, consequential, direct or indirect loss, damage, harm or injury suffered as a result of false, misleading or deceptive advertising and untrue representation or statements made to any person by the Client in the course of advertising. The Client further warrants and acknowledges that it will not use any existing logo or brand name or that similar to, or attempt to register a trade mark, brand or name similar to those used or owned by WC without the written consent of a duly authorised Representative of WC.

## 14. CONFIDENTIAL INFORMATION

- 14.1 The Client warrants that it will not disclose to any person confidential information of WC that the Client may be shown or comes into contact with in the course of purchasing Services from WC or from any other source including but not limited to WC's materials, processes and procedures, tests, reports and software, without the written consent of a duly authorised Representative of WC.

## 15. GOVERNING LAW

- 15.1 The Client agrees that these terms shall be construed according to the laws of New South Wales.

15.2 The Client submits to the exclusive jurisdiction of the Courts of New South Wales and the Commonwealth of Australia.

## 16. SERVICE OF DOCUMENTS

16.1 The Client agrees that service of any notices or Court documents may be effected by forwarding the same by pre-paid post or facsimile to the last known address of the Client.

## 17. STATEMENT OF DEBT

17.1 A written Statement of Debt duly signed by an authorised representative of WC shall be prima facie evidence and proof of the amount of indebtedness by the Client to WC at that time.

## 18. SEO

18.1 Whilst WC will make all reasonable efforts to bring about desired performance levels regarding SEO, WC makes no guarantees or warranties that SEO Services and Works will bring about the desired result, or that a performance level can or may be maintained.

18.2 The Client acknowledges that whilst WC may in its sole discretion optimise previous SEO Works without charge to the Client, SEO Services are not an ongoing Service and further SEO Works, or reoptimisation Works, may be considered a separate Contract and Service, and WC may invoice the Client accordingly.

18.3 The Client agrees that WC is not liable for any costs or loss incurred by the Client for any implementation made by the Client, or by WC on the Client's behalf, which does not conform to the evolving algorithms, guidelines, or styles of any search engine.

18.4 The Client agrees that WC utilises purely legitimate 'white hat' SEO tactics and WC is not liable for any act, omission, delay, or representation, including but not limited to the Service, Works, or any conduct required in the sole discretion of WC to provide the Service or Works, which directly or indirectly causes the Client's website, domain name, or email, to be penalised, blacklisted, or banned, by any search engine, and the Client acknowledges that it is the Client's sole responsibility to comply with the terms and conditions of each search engine.

## 19. MISCELLANEOUS

19.1 If the Client is a company and the Services are ordered by a Company officer, that officer binds the Company to the Contract in their capacity as an officeholder, and also binds themselves to the Contract in their personal capacity, as a guarantor to the obligations assumed by the company, including but not limited to payment for the Services. These terms and conditions bind any guarantor to the agreement as though the guarantor were the original contracting party.

19.2 The Client must use its best endeavours to perform all cooperative acts to bring about the contractual result.

19.3 WC cannot guarantee that this site is free from viruses or other software conditions. Users accept this risk.

19.4 This site may contain links to third party sites. WC is not responsible for the condition or content of those sites. Access to these sites is your own risk. The links are provided solely for your convenience and information and are not an endorsement by WC.

## 20. PERSONAL INFORMATION DISCLOSURE

20.1 WC will not give or sell any information provided by the Client to any third parties for use in marketing or solicitation without the Client's consent.

20.2 Protected information includes any information about the Client, the Client's Order, and the Client's purchase history.

20.3 WC may share the Client's information with contractors of WC for the purpose of performing the Services related to an Order or sample request.

20.4 WC may release personal identifiable information when required by law.

20.5 WC does not guarantee the security of any information or data in transmission WC and the Client is solely responsible for maintaining the secrecy of any passwords or other account information.