

WordCounted Terms of Service

20 March 2016

The website located at <http://www.wordcounted.com>, including any of its sub-domains or sections (henceforth referred to as 'the Website') is operated by tarjim.com.au (henceforth referred to as 'WordCounted' or 'We'). These terms and conditions of Service (henceforth referred to as 'the Terms') regulates how the access to and use of the Website, or any of its associated Services by the Website visitors (henceforth referred to as 'You') will be managed, in the framework of the services provided by the Website (henceforth referred to as 'the Services'). WordCounted Terms of Service are available on <http://wordcounted.com/terms> (henceforth referred to as 'the Terms Page'). Any use of the above terminology or other words in the singular, plural and capitalisation are taken as interchangeable and therefore as referring to same.

Sections of the Terms of Service:

1. About the Terms
2. Your obligations as a Member
3. Privacy and Copyright Protection
4. Our Warranties and Disclaimers
5. Limitation of liability
6. Termination of Services

1. About the Terms

1.1. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of the Services, immediately.

1.2. WordCounted reserves the right to review and change any of the Terms by updating the Terms Page at its sole discretion. When WordCounted updates the Terms, changes will not apply retroactively and will become effective in seven days after they are posted. However, changes related to new functions or changes made for legal reasons will be effective immediately. You should look at the terms regularly.

1.3. These terms control the relationship between WordCounted and you. They do not create any third party beneficiary rights.

1.4. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

1.5. 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.

1.6. The Terms are governed by the laws of Australia Capital Territory, 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 Australia Capital Territory, Australia.

2. Your obligations as a Member

2.1. As a Member, you agree to comply with the following:

- (a) you will use the Services only for purposes that are permitted by the Terms and any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
- (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
- (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify WordCounted of any unauthorised use of your password or email address or any breach of security of which you have become aware;
- (d) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of WordCounted providing the Services;
- (e) you will not use the Services or Website for any illegal and/or unauthorised use which includes unauthorised framing of or linking to the Website;
- (f) you acknowledge and agree that any automated use of the Website or its Services is prohibited.

3. Privacy and Copyright Protection

3.1. WordCounted takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to WordCounted's Privacy Policy, which is available on the website.

3.2. All trademarks, service marks and trade names are owned, registered and/or licensed by WordCounted. The Website and the Services of WordCounted 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 Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video, images, audio clips, Website, code, scripts, design and interactive features) are owned or controlled for these purposes, and are reserved by WordCounted or its partners.

3.3. WordCounted grants you a personal, worldwide, non-exclusive, royalty-free, revocable license to be used for the sole purpose of enabling you to use the Services. This license is limited to the use of the Website pursuant to the Terms. WordCounted does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by WordCounted.

3.4. WordCounted retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer or grant the right to use or exploit:

- (a) a business name, trading name, domain name, trademark, design, patent or copyright, or
 - (b) a thing, system or process that is the subject of copyright (or an adaptation or modification of such a thing, system or process),
- to you.

3.5. You may not, without the prior written permission of WordCounted and the permission of any other relevant rights owners: copy, modify, distribute, sell, lease, broadcast, republish, upload to a third party, transmit, post, distribute, show or play in public, adapt or change in any way our Services or third party Services for any purpose, unless otherwise provided by these Terms.

4. Our Warranties and Disclaimers

4.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

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 the Terms are excluded; and
- (b) WordCounted 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 Services or these Terms (including as a result of not being able to

use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

4.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "AS IS" and "AS AVAILABLE" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of WordCounted make any express or implied representation or warranty about any Services (including the Services of WordCounted) referred to on the Website. 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 third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (b) the accuracy, suitability or currency of any information on the Website, the Services or any of the Services related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Services or any of the Services related products; and
- (d) the Services or operation in respect to Third-party links which are provided for your convenience.

5. Limitation of liability

5.1. WordCounted's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.

5.2. You expressly understand and agree that WordCounted, its affiliates, employees, agents, contributors 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 other intangible loss.

6. Termination of Services

6.1. The Terms will continue to apply until terminated by either you or by WordCounted as set out below.

6.2. If you want to terminate the Terms, you may do so by closing your accounts for all of the services which you use, where WordCounted has made this option available to you, although we'll be sorry to see you go.

6.3. WordCounted may also stop providing Services to you, or add or create new limits to our Services at any time. If we discontinue a Service, where reasonably possible, we will give you reasonable advance notice and a chance to get information out of that Service.

6.4. Subject to the laws of Australia, WordCounted reserves the right to terminate the Terms at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if:

- (a) you have breached any provision of the Terms or intend to breach any provision;
- (b) WordCounted is required to do so by law;
- (c) your conduct impacts WordCounted's reputation or ability to provide its services or violates the rights of another party.
- (d) the provision of the Services to you by WordCounted is, in the opinion of WordCounted, no longer commercially viable.