

Writestylar Terms and Conditions

These Terms govern

- the use of Writestylar, and,
- any other related Agreement or legal relationship with the Owner in a legally binding way.

Writestylar asks that our Users please read this document carefully.

Writestylar is provided by:

Writestylar PTY LTD PO Box 19 Baxter Victoria 3911

Owner contact email: info@writestylar.com

What the User should know at a glance

- The right of withdrawal only applies to European Consumers. The right of withdrawal, also commonly called the right of cancellation in the UK, is consistently referred to as “the right of withdrawal” within this document.
 - Writestylar uses automatic renewal for Product subscriptions. Information about the a) renewal period, b) termination details and c) termination notice can be found in the relevant section of these Terms.
 - Usage of Writestylar and the Service is age restricted: to access and use Writestylar and its Service the User must be an adult under applicable law.
 - Minors may access Writestylar and use its Service only with parental/guardian consent. Including that of their school/teacher/administrator (as applicable)
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1. Terms of Use

Unless otherwise specified, the terms of use detailed in this section apply generally when using Writestylar. Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.

By using Writestylar, Users confirm to meet one or more of the following requirements:

- Users must be recognized as adult by applicable law;
- Minors may only use Writestylar with parental/guardian consent. Including that of their school/teacher/administrator (as applicable)

1.1 Account registration

To use the Service Users must register or create a User account, providing all required data or information in a complete and truthful manner. Failure to do so will cause unavailability of the Service. Users are responsible for keeping their login credentials confidential and safe. For this reason, Users are also required to choose passwords that meet the highest standards of strength permitted by Writestylar. By registering, Users agree to be fully responsible for all activities that occur under their username and password. Users are required to immediately and unambiguously inform the Owner via the contact details indicated in this document, if

they think their personal information, including but not limited to User accounts, access credentials or personal data, have been violated, unduly disclosed or stolen.

1.2 Conditions for account registration

Registration of User accounts on Writestylar is subject to the conditions outlined below. By registering, Users agree to meet such conditions.

- Accounts registered by bots or any other automated methods are not permitted.
- Unless otherwise specified, each User must register only one account.
- Unless explicitly permitted, a User account may not be shared with other persons.

1.3 Account termination

Users can terminate their account and stop using the Service at any time by doing the following:

- By directly contacting the Owner at the contact details provided in this document.

1.4 Account suspension and deletion

The Owner reserves the right, at its sole discretion, to suspend or delete at any time and without notice, User accounts which it deems inappropriate, offensive or in violation of these Terms. The suspension or deletion of User accounts shall not entitle Users to any claims for compensation, damages or reimbursement. The suspension or deletion of accounts due to causes attributable to the User does not exempt the User from paying any applicable fees or prices.

2. Content on Writestylar

Unless where otherwise specified or clearly recognizable, all content available on Writestylar is owned or provided by the Owner or its licensors. The Owner undertakes its utmost effort to ensure that the content provided on Writestylar infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result. In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

2.1 Rights regarding content on Writestylar - All rights reserved

The Owner holds and reserves all intellectual property rights for any such content. Users may not therefore use such content in any way that is not necessary or implicit in the proper use of the Service. In particular, but without limitation, Users may not copy, download, share (beyond the limits set forth below), modify, translate, transform, publish, transmit, sell, sublicense, edit, transfer/assign to third parties or create derivative works from the content available on Writestylar, nor allow any third party to do so through the User or their device, even without the User's knowledge. Where explicitly stated on Writestylar, the User may download, copy and/or share some content available through Writestylar for its sole personal and non-commercial use and provided that the copyright attributions and all the other attributions requested by the Owner are correctly implemented. Any applicable statutory limitation or exception to copyright shall stay unaffected.

2.2 Content generated by Users

The Owner allows Users to upload, share or provide their own content to Writestylar. By providing content to Writestylar, Users confirm that they are legally allowed to do so and that they are not infringing any statutory provisions and/or third-party rights.

2.3 Rights regarding content generated by Users

Users acknowledge and accept that by providing their own content on Writestylar they grant the Owner a non-exclusive, fully paid-up and royalty-free license to process such content solely for the operation and maintenance of Writestylar as contractually required. To the extent permitted by applicable law, Users waive any moral rights in connection with content they provide to Writestylar. Users acknowledge, accept and confirm that all content they provide through Writestylar is provided subject to the same general conditions set forth for content on Writestylar.

2.4 Backups of User content

Users are responsible for the backup and storage of their generated content. Users should make regular back-ups of content stored and used on Writestylar. If Users delete or otherwise lose content, we may not be able to recover this information.

2.5 Liability for content generated by Users

Users are solely liable for any content they upload, post, share, or provide through Writestylar. Users acknowledge and accept that the Owner does not filter or moderate such content. If unlawful, defamatory, harmful, or otherwise offensive content is provided by any User or third party through the access or use of Writestylar. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees accept responsibility or be liable for any claims. The Owner reserves the right to remove, delete, block or rectify such content at its own discretion and to, without prior notice, deny the uploading User access to Writestylar:

- if any complaint based on such content is received;
- if a notice of infringement of intellectual property rights is received;
- upon order of a public authority; or
- where the Owner is made aware that the content, while being accessible via Writestylar, may represent a risk for Users, third parties and/or the availability of the Service.

The removal, deletion, blocking or rectification of content shall not entitle Users that have provided such content or that are liable for it, to any claims for compensation, damages or reimbursement. Users agree to hold the Owner harmless from and against any claim asserted and/or damage suffered due to content they provided to or provided through Writestylar.

2.6 Access to external resources

Through Writestylar Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability. Conditions applicable to any

resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

3. Acceptable Use

Writestylar and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law. Users are solely responsible for making sure that their use of Writestylar and/or the Service violates no applicable law, regulations or third-party rights. Therefore, the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to Writestylar or the Service, terminating contracts, reporting any misconduct performed through Writestylar or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

4. Writestylar's Product

4.1 Paid products

Some of the Products (in the form of a subscription service) provided on Writestylar, as part of the Service, are provided on the basis of payment. The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of Writestylar. To purchase Products, the User must register or log into Writestylar.

4.2 Product description

Prices, descriptions or availability of Products are outlined in the respective sections of Writestylar and are subject to change without notice. While Products on Writestylar are presented with the greatest accuracy technically possible, representation on Writestylar through any means (including, as the case may be, graphic material, images, colours, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product. The characteristics of the chosen Product will be outlined during the purchasing process.

4.3 Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.

The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.

- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

4.4 Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires active input from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

4.5 Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.

Prices on Writestylar are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing and the Users geographic location.

4.6 Offers and Discounts

The Owner may offer discounts or provide special offers for the purchase of Products. Any such offer or discount shall always be subject to the eligibility criteria and the terms and conditions set out in the corresponding section of Writestylar. Offers and discounts are always granted at the Owner's sole discretion. Repeated or recurring offers or discounts create no claim/title or right that Users may enforce in the future. Depending on the case, discounts or offers shall be valid for a limited time, such as the length of the User(s) subscription.

4.7 Methods of payment

Information related to accepted payment methods are made available during the purchasing process. Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of Writestylar. All payments are independently processed through third-party services. Therefore, Writestylar does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. If payment through the available methods fail or is refused by the payment service provider, the Owner shall be under no obligation to fulfil the purchase order. Any possible costs or fees resulting from the failed or refused payment shall be borne by the User.

4.8 Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

4.9 Contractual right of cancellation

The Owner grants Users a contractual right to cancel the purchase under the terms and conditions described in the relevant section of Writestylar within 14 days of concluding the contract.

5. Delivery of Writestylar's Product

5.1 Performance of services

The purchased service shall be performed or made available within the timeframe specified on Writestylar or as communicated before the order submission.

5.2 Contract duration

Writestylar subscriptions allow Users to receive a Product continuously or regularly over a determined period of time. Paid subscriptions begin on the day the payment is received by the Owner. In order to maintain subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so may cause service interruptions.

5.3 Fixed-term subscriptions

Paid fixed-term subscriptions start on the day the payment is received by the Owner and last for the subscription period chosen by the User or otherwise specified during the purchasing process. Once the subscription period expires, the Product shall no longer be accessible, unless the User has enabled automatic renewals as part of their User account settings.

5.4 Automatic renewal

Subscriptions are automatically renewed through the payment method that the User chose during purchase. The renewed subscription will last for a period equal to the original term.

5.5 Termination

Recurring subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside Writestylar.

Termination notice

If the notice of termination is received by the Owner before the subscription renews, the termination shall take effect as soon as the current period is completed.

6 User Rights

6.1 Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

6.2 Who the right of withdrawal applies to

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory cancellation right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification. Users that do not fit this qualification, cannot benefit from the rights described in this section.

6.3 Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract. To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.

When does the withdrawal period expire?

- **Regarding the purchase of a service**, the withdrawal period expires 14 days after the day that the contract is entered into, unless the User has waived the withdrawal right.

6.4 Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery. However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed. Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User’s decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

6.5 Refunds

Writestylr Paid accounts are prepaid and are non-refundable, except as required by law. Where a User exercises the right of withdrawal after having requested that the service be performed before the withdrawal period expires, the User shall pay to the Owner an amount which is in proportion to the part of service provided. Such payment shall be calculated based on the fee contractually agreed upon, and be proportional to the part of service provided until the time the User withdraws, compared with the full coverage of the contract.

7 Liability and Indemnification

7.1 Australian Users

Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

7.2 US Users

Disclaimer of Warranties

Writestylar is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by user from owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at users own risk and users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service. Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for

- any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and
- any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;
- any errors, mistakes, or inaccuracies of content;
- personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;
- any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;
- any interruption or cessation of transmission to or from the Service;
- any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;
- any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or
- the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if company has been advised of the possibility of such damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- User's use of and access to the Service, including any data or content transmitted or received by User;

- User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;
- User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;
- User's violation of any statutory law, rule, or regulation;
- any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;
- User's wilful misconduct; or
- statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.

8 Common Provisions

8.1 No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

8.2 Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately. Within the limits of law, the Owner may also decide to suspend or terminate the Service altogether. If the Service is terminated, the Owner will cooperate with Users to enable them to withdraw Personal Data or information in accordance with applicable law. Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" (eg. labour actions, infrastructural breakdowns or blackouts etc).

8.3 Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of Writestylar and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

8.4 Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of Writestylar.

8.5 Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to Writestylar are the exclusive property of the Owner or its licensors and are subject to the

protection granted by applicable laws or international treaties relating to intellectual property.

All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with Writestyler are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

8.6 Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes. Such changes will only affect the relationship with the User for the future. The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service. Failure to accept the revised Terms, may entitle either party to terminate the Agreement. The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner. If required by applicable law, the Owner will specify the date by which the modified Terms will enter into force.

8.7 Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms. Provisions regarding changes of these Terms will apply accordingly. Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

8.8 Contacts

All communications relating to the use of Writestyler must be sent using the contact information stated in this document.

8.9 Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts. In case of failure to

do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.

Without prejudice to the above, the nullity, invalidity or the impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

8.10 Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

8.11 Exception for European Consumers

However, regardless of the above, if the User qualifies as a European Consumer and has their habitual residence in a country where the law provides for a higher consumer protection standard, such higher standards shall prevail.

8.12 Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

8.13 Exception for European Consumers

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in Switzerland, Norway or Iceland.

9 Definitions and Legal References

Writestylar (or this Application)

The property that enables the provision of the Service.

Agreement

Any legally binding or contractual relationship between the Owner and the User, governed by these Terms.

European (or Europe)

Applies where a User is physically present or has their registered offices within the EU, regardless of nationality.

Example withdrawal form

Addressed to:

Writestylar PTY LTD PO Box 19 Baxter Victoria 3911

OR support@writestylar.com

I/We hereby give notice that I/we withdraw from my/our contract of sale of the following goods/for the provision of the following service:

_____ (insert a description of the goods/services that are subject to the respective withdrawal)

- Ordered on: _____ (insert the date)
- Received on: _____ (insert the date)
- Name of consumer(s): _____
- Address of consumer(s): _____
- Date: _____

(sign if this form is notified on paper)

Owner (or We)

Indicates the natural person(s) or legal entity that provides Writestyler and/or the Service to Users.

Product

A good or service available for purchase through Writestyler, such as e.g. physical goods, digital files, software, booking services etc.

The sale of Products may be part of the Service.

Service

The service provided by Writestyler as described in these Terms and on Writestyler.

Terms

All provisions applicable to the use of Writestyler and/or the Service as described in this document, including any other related documents or agreements, and as updated from time to time.

User (or You)

Indicates any natural person or legal entity using Writestyler.