

Terms & Conditions Financial Content Library

Financial Writers Australia (formerly known as Words Unlimited) provides a professional copywriting service. We enjoy working with our clients, their affiliates and staff, however, in providing this library service we do require that all subscribers and users read and adhere to our terms and conditions when using the Financial Content Library service.

Definitions

1. "FWA" means the trading arm of Financial Writers Australia Pty Ltd, ABN 46 099 932 135.
2. "The Financial Content Library" means the online library service provided by Financial Writers Australia Pty Ltd at www.financialwriters.com.au.
3. "Business" includes both incorporated and non-incorporated entities engaging in commercial activity.
4. "Subscriber" means a business that has contracted with FWA to receive services provided by FWA including:
 - a. access to the articles in the Financial Content Library;
 - b. receipt of a newsletter produced by FWA; and
 - c. other services that may be provided by FWA from time to time.
5. "Agent" is the Subscriber that has access to the Financial Content Library and is licensed to on-sell the content downloaded for an agreed fee.

Terms and Conditions

6. By paying the subscription fee to access the Financial Content Library the Agent agrees to these Terms and Conditions.
7. FWA may revise these Terms and Conditions at any time
 - a. by updating the Terms of Use page on the Financial Writers Australia website; and/or
 - b. advising current Subscribers of changes
 - i. via email;
 - ii. if the changes are relevant to those Subscribers.
8. All paid Subscribers are bound by such revisions and should therefore regularly revisit the Terms of Use page to review the current terms.
9. Any waiver of any provision of these Terms and Conditions will be effective only
 - a. if in writing; and
 - b. signed by
 - i. FWA; and
 - ii. a third party who makes its software and/or content available in conjunction with or through FWA.

Content

10. The content available from the Financial Content Library
 - a. is primarily for the use of licensed financial services providers, mortgage brokers, credit providers and/or their agents;
 - b. has been written according to the information and data available at the time of writing or updating; and
 - c. is factual information only and is not to be used to provide general or personal financial advice, and is intended for educational and marketing purposes only. A notice to this effect must accompany all instances when this content is
 - i. published by the Subscriber; or
 - ii. published by the Agent and subsequently by its clients.
11. FWA will use its best endeavours to ensure the program and content of the Financial Content Library is current, accurate and regularly updated.
12. FWA has the sole right to delete, update or edit content at any time and is not required to advise Subscribers of these changes.
13. Content downloaded from the Financial Content Library may be changed, updated or edited by the Subscriber.
14. The Subscriber takes full responsibility for all content it downloads and publishes from the Financial Content Library. While FWA aims to ensure all available content is accurate and current at the time of writing, neither FWA, nor any of its employees or agents, makes any representation or warranty as to the accuracy, completeness, currency or reliability of the content. FWA recommends

that an authorised representative and/or compliance personnel of the Subscriber's or Agent's business checks and approves the content of any document downloaded from the Financial Content Library before publishing such content.

15. If a Subscriber wishes to on-sell any content from the Financial Content Library to other users, the Subscriber must first sign an Agency Agreement with FWA and pay the relevant subscription fee for such distribution.
16. All images displayed on the FWA website are for the sole use of FWA only and are not included in any subscription. Downloading or copying images from this website is strictly prohibited. If a Subscriber wishes to publish content from this website with images, it must purchase those images from a third party provider.

Subscriptions

17. Standard subscriptions (formerly *Single office subscription*)

- a. permit one user access to the Financial Content Library on behalf of one business with one office registered to the same business upon payment of a fee per additional office (hereinafter referred to as the "Subscriber's business");
- b. require the user's name and contact details to be registered with FWA upon application;
- c. are valid only for the number of offices registered and paid for upon application;
- d. permit content to be used
 - i. to market only the Subscriber's business; and
 - ii. for the normal business purposes of the Subscriber's business
- e. do not permit access to the Financial Content Library by multiple users at any time; and
- f. may be amended to add more offices to the subscription if
 - i. an extension to the subscription is approved by FWA; and
 - ii. any additional fee is paid by the Subscriber before library content is used for any of the added offices.

18. Pro & Advanced subscriptions (formerly *Multi-User subscriptions*)

- a. permit individual login access to the Financial Content Library by up to
 - i. five business for a Pro subscription; or
 - ii. twenty businesses for an Advanced subscription;
 from the same dealer/aggregator/controlling entity (hereinafter referred to as "the group");
- b. require a nominated contact person for the group who is responsible for the number of businesses and Agents accessing the Financial Content Library;
- c. are valid only for the maximum number of businesses paid for in the group subscription package; and
- d. permit content to be used for the normal business purposes of the registered Subscriber.

19. Other subscriptions

- a. permit access to the Financial Content Library where one nominated user chooses the content on behalf of the businesses owned by the controlling entity that is registered as the Subscriber;
- b. permit only the person nominated for each licence to use the service at any one time;
- c. require a nominated contact person who is responsible for the number of businesses and Agents accessing the Financial Content Library under the subscription;
- d. unless initially agreed otherwise in writing by FWA, limit the number of persons using the service at any one time to the maximum number paid for in the subscription package;
- e. permit content to be used for the normal business purposes of
 - i. the organisation;
 - ii. the businesses registered under the subscription.

20. For an additional fee, Other subscriptions can add licences it owns to the main subscription so this service can be provided to businesses under those different licences.

21. Each additional licence granted under clause 19 has its own login access and list of registered businesses covered by that licence.

22. Agent Subscriptions

- a. permit access to the Financial Content Library for the duration of the subscription, provided that:
 - i. only the person nominated as the user may use the service at any one time, and
 - ii. the content downloaded from the library can **only** be used for the number of businesses registered under the Agent's subscription for which the Agent has paid, and

- iii. if the registered contact person changes, replacement details must be advised to FWA immediately and the login details will be changed, and
- iv. such use must be for the normal business purposes of the Agent's clients, and
- v. library access or the Agent's unique access information must not be shared or used by any party except the person registered on this subscription, and
- vi. library material is not to be shared with anyone who is not a paid user of this service for the purposes of marketing another licence, practice or business not included in this subscription.
- vii. the Agent can add more businesses/practices to the subscription for an additional fee agreed at the time of registering.

Fees

- 23. Standard and Pro monthly subscriptions are for a minimum of one month. Advanced and Other subscriptions are for a minimum of twelve months, paid monthly or annually.
- 24. Subscriptions are paid monthly or annually in advance. Annual fees paid in advance are non-refundable. If a Subscriber does not want to make an annual commitment upfront, the Subscriber should sign up for the monthly subscription option.
- 25. If the monthly payment option is chosen the Subscriber will authorise automatic monthly payments to be made via Ezidebit from the Subscriber's nominated bank account or credit card to FWA. Annual payment can also be made via Ezidebit or invoiced by FWA. **Access to the library will be provided upon clearance of payment to FWA.**
- 26. Ezidebit will charge the Subscriber a small processing fee with each payment. If a payment is dishonoured due to invalid or outdated payment details provided by the Subscriber, Ezidebit will charge the Subscriber a dishonour fee. Details of these fees are outlined in the Ezidebit agreement signed by the Subscriber.
- 27. At no time is FWA responsible for paying any Ezidebit account-related fees on behalf of the Subscriber.
- 28. FWA will provide an annual tax invoice for monthly payments received during the previous financial year if requested by the Subscriber.
- 29. FWA reserves the right to change the subscription fees at any time. Notice will be given as follows:
 - a. Subscribers that pay monthly will receive at least one month's prior notification of any changes to subscription fees.
 - b. Subscribers that pay annually will be advised of any changes to subscription fees upon the renewal of the subscription.

Agent Fees

- 30. Subscriptions are paid monthly in advance by direct debit from the Agent's nominated bank account or credit card to FWA and will continue until the Agent requests the termination of the licence.
- 31. Ezidebit will charge the Agent a small processing fee with each payment. If a payment is dishonoured due to invalid or outdated payment details provided by the Agent, Ezidebit will charge the Agent a dishonour fee. Details of these fees are outlined in the Ezidebit agreement signed by the Agent.
- 32. At no time is FWA responsible for paying any Ezidebit account-related fees on behalf of the Agent.
- 33. Monthly payments are based on the number of businesses receiving the service via the Agent.
- 34. FWA reserves the right to change the fees at any time giving one month's prior notification of any changes.

Newsletter Management Service

- 35. The Newsletter Management Service (NMS) is offered as an additional service to a new or existing library subscription.
- 36. Newsletters will be produced and distributed every second month.
- 37. The service is available on a monthly subscription and paid via Ezidebit every month. An annual subscription is available with the first payment made via Ezidebit followed by a renewal invoice on each anniversary for the Subscriber to continue using the service.
- 38. Prior to each edition, the Subscriber will provide a current .csv recipient list file for that edition. If the Subscriber does not provide an updated file for an edition after three contact attempts by FWA and the newsletter is not published, the fee for that edition will not be refunded.
- 39. If the Subscriber wishes to miss a scheduled edition, the Subscriber must advise FWA in writing to library@financialwriters.com.au by the first working day of the month that edition is provided.
- 40. If the Subscriber wishes to cancel this service completely, refer to Termination of Agreement.
- 41. FWA reserves the right to change the fees charged for the NMS at any time giving one month's prior notification of any changes.

Social Media Service

42. The Social Media Service (SMS) is included as part of new and existing library subscriptions.
43. The Subscriber may choose to include either, both or none of the following services as part of their SMS:
- a. posting of an article directly on the Subscriber's nominated website blog each fortnight; and
 - b. posting of an article on the social media accounts held by the Subscriber, including:
 - i. Facebook;
 - ii. Instagram;
 - iii. LinkedIn; and
 - iv. Twitter.
44. As part of the SMS, the Subscriber agrees to provide FWA with the relevant details:
- a. to access the administration area of their website; and
 - b. to permit posting of material to their respective social media accounts.
45. FWA agrees to:
- a. ensure the privacy and confidentiality of all information provided as part of the SMS;
 - b. only use the information provided for the purpose of implementing the SMS; and
 - c. delete all information provided once it has been used for the purposes of the SMS.

Registration

46. The application process must be completed or approved by
- a. a Company Director; or
 - b. a Senior Manager; or
 - c. a duly authorised, full-time representative
- of the organisation under which the subscription is registered.
47. When subscribing to use the Financial Content Library, the Subscriber must provide complete and accurate identification, information including relevant contact details, and any other information required to complete the registration process.
48. If the registered contact person for a Subscriber changes
- a. replacement details must be advised to FWA immediately; and
 - b. the login details will be changed.
49. Information collected as part of the subscription process will only be used in the management of the library or for FWA to contact the Subscriber.
50. If an invalid application for a subscription is received by FWA, access will be withheld until clarification is received or the correct subscription amount is paid.
51. FWA has the sole right to reject any subscription application and is not required to provide an explanation for the rejection of any application.

Money-back guarantee

52. The "Risk-Free Guarantee" is available only to new library subscriptions received after December 2016 (businesses/individuals who have not subscribed to the library service at any time in the past).
53. The "Risk-Free Guarantee" is not available to Agents.
54. The guarantee only applies to Subscribers who sign up for a monthly Standard or Pro subscription using the automatic Ezidebit direct payment service.
55. The first payment paid to FWA will be refunded to the Subscriber if the registered contact advises FWA in writing to library@financialwriters.com.au **at least three business days** before the second scheduled payment is taken.
56. All future payments will immediately cease and access to the library cancelled.
57. If the Subscriber notifies FWA of their wish to cancel the subscription outside of the time period stated in clause 43, the normal terms of this agreement will apply.

Prohibited Actions

58. Subject to the terms of any additional agreement, users of the Financial Content Library are strictly prohibited from:
- a. downloading the content from the Financial Content Library in any part or its entirety for the purpose of recreating or duplicating the library service in any format whatsoever;

- b. transferring a subscription to any other party without written permission from FWA;
- c. using content from the Financial Content Library to provide advice of a general or personal nature. Content is to be used only for information or promotional purposes by
 - i. the Subscriber; or
 - ii. the Agent's clients

and this notice must accompany all instances when content from the Financial Content Library is published by

- i. the Subscriber; or
- ii. the Agent's clients.
- d. sharing the user's unique access information, which includes providing access information to third-parties or freelance services;
- e. on-selling or sharing content with anyone who is not a paid user of the service for the purposes of assisting or marketing another licence or business;
- f. on-selling or sharing content with anyone who is not registered as a practice/business under this agreement;
- g. downloading or copying images displayed on the FWA website.

59. Suspicious activity is monitored and regular audits are made. FWA may take action, including immediately terminating access if a Subscriber is deemed to be abusing the service or breaching these Terms and Conditions.

Reasonable usage

60. The content available for download from the Financial Content Library is limited to "reasonable usage" by each registered user.

61. The download limit is based on the type of subscription for which the user has paid.

62. If a username reaches the applicable download limit, access to the library will be frozen

- a. until the next monthly payment has been received if the Subscriber is paying monthly;
- b. for a period of 28 business days if the Subscriber is paying annually.

63. The reasonable usage limit may be increased

- a. at the discretion of FWA;
- b. for specific requests;
- c. if a request is emailed to FWA advising the reasons more content is required.

Password

64. The registered user

- a. must ensure that their password remains confidential at all times; and
- b. is entirely responsible for all use and activities associated with or arising from any use of their username and password (regardless of whether such use was authorised by the Subscriber or registered user).

65. Passwords must be kept secure and not stored on any computer or device used to access the library.

66. The Subscriber must immediately notify FWA by phoning 1300 654 353 or emailing library@financialwriters.com.au if the Subscriber becomes aware of any unauthorised use of the registered username and/or password.

67. FWA may monitor the usage of the service for any unauthorised access.

Limitation of Liability

68. To the fullest extent permitted by law, FWA disclaims all implied warranties, conditions and other terms including, without limitation, those regarding the security; reliability; content; timeliness; or performance of the Financial Content Library or the website www.financialwriters.com.au.

69. FWA is not responsible to Subscribers

- a. for any interruption to or delay in access to the Financial Content Library which is caused by reasons outside of its control;
- b. for the content of any article after the article has been downloaded.

70. Nothing in these Terms and Conditions shall exclude or limit liability for

- a. death or personal injury resulting from the negligence of either party including their servants; their agents; and their employees;
- b. breach of any implied condition as to title or quiet enjoyment;
- c. any liability which may not by law be excluded; or

- d. fraud or fraudulent misrepresentation.

71. Subject to clause 58

- a. FWA shall not be liable under or in relation to these Terms and Conditions or their subject matter for:
 - i. any economic losses, including, without limitation, loss of revenues, profits, contracts, data, business, and anticipated savings;
 - ii. the cost of obtaining similar or substitute services from anyone;
 - iii. any loss of goodwill or reputation; or
 - iv. any special, indirect or consequential losses

whether or not such losses were within the contemplation of the parties at the date of acceptance of these Terms and Conditions.

- b. FWA's total liability to a Subscriber under or in relation to these Terms and Conditions or their subject matter shall not exceed the total subscription paid
 - i. for one year only by the Subscriber if paid annually; or
 - ii. for one month only by the Subscriber if paid monthly;
- c. FWA shall under no circumstances be liable to any Subscriber on account of that Subscriber's misuse of the Financial Content Library; and
- d. neither party shall be liable for any matter which is outside that party's reasonable control.

72. The Subscriber agrees to indemnify FWA and FWA accepts no liability for any action, claim, or damages arising out of any prohibited actions by the Subscriber.

Copyright

73. The Subscriber acknowledges that FWA owns all right and title to the intellectual property vesting in the content of the Financial Content Library.

74. FWA grants the Subscriber a limited licence to use the content but only for the purposes set out in these Terms and Conditions.

75. FWA does not require any recognition of this copyright when the Subscriber publishes any content from the library.

Termination of Agreement

76. The Subscriber may cancel its subscription

- a. after the minimum paid subscription period has expired; and
- b. by providing written notice
 - i. to FWA at library@financialwriters.com.au;
 - ii. no less than **five business days** before the next monthly subscription payment.

77. If less than five business days' notice is given

- a. the cancellation will apply after the next payment is received by FWA; and
- b. access to the library will continue for the period the last payment covers.

78. Unless the Subscriber has met the money-back guarantee requirements stated in clause 43, subscription fees paid in advance will not be refundable.

79. Subscription fees paid in advance by Agents will not be refundable.

80. Upon the termination of a subscription under clauses 64 and 65

- a. the Subscriber's username and password will be immediately cancelled;
- b. no refund of unused subscription fees will be made; and
- c. monthly deductions for payment of subscription fees will be immediately cancelled.

81. Inactivity does not constitute automatic cancellation, so unless the subscription is cancelled in accordance with this section, the Subscriber will continue to be charged for the subscription.

82. If the Subscriber fails to comply with these Terms and Conditions, FWA may terminate a subscription and revoke the licence

- a. at its sole discretion;
- b. without prejudice to any other rights; and
- c. without notice.

83. FWA reserves the right to demand removal of any of its content stored by the Agent or that has been published or circulated by the Agent's clients at any time for any reason. This clause survives termination of this agreement.
84. FWA reserves the right to take legal action if a Subscriber is in breach of these Terms and Conditions.

Marketing

85. Representatives of FWA may contact the Subscriber to offer further benefits to the library subscription.
86. By subscribing to the Financial Content Library the Subscriber
- a. agrees to opt in to marketing communications from FWA; and
 - b. may unsubscribe from these marketing communications by
 - i. using the unsubscribe function on each e-newsletter;
 - ii. requesting to be unsubscribed by return email; or
 - iii. phoning FWA on 1300 654 353.

Entire Agreement

87. These Terms and Conditions will be governed by and construed in accordance with the laws of Victoria, Australia.
88. The Subscriber and FWA hereby submit to the exclusive jurisdiction of the Australian courts in respect of any dispute or matter arising out of or connected with these Terms and Conditions.
89. Nothing in these Terms and Conditions shall restrict or limit FWA seeking injunctive or similar relief in any jurisdiction.
90. If, for any reason, a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force.
91. FWA may assign its rights and/or obligations under these Terms and Conditions
- a. in whole or in part;
 - b. at any time; and
 - c. without the Subscriber's consent.
92. These Terms and Conditions constitute the entire agreement between the parties with respect to its subject matter; and in relation to that subject matter supersede all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

Financial Writers Australia Pty Ltd

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