



Paul Chambiras
Freelance Writer

Terms & Conditions

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Information About Us

These are the terms of service (“Terms”) for the **Freelance Writer Store** (“us/we/our”), which apply to all users of our **Freelance Writer Store** service (“Service”).

We reserve the right to amend these Terms occasionally and will post a message on our homepage along with the new version if that happens. Your continued use of the Service will be deemed to be acceptance of any new Terms.

Who We Are

Freelance Writer Store is a limited liability business incorporated in Australia. Our company **ABN** is **16 854 622 911**, and our registered office is in Sydney, Australia.

Standard Accounts

If you register to create an account (“Account”) with us online, we will email you to confirm your application's acceptance. Our contract with you (“Contract”) was formed when we sent this email and is comprised of the following:

- your online application detailing your chosen subscription package and where these Terms are accepted (“Registration Page”).
- our email confirmation; and
- these Terms

Larger Accounts

If you contact us by email to request our Service, we will send you an email to confirm whether your request is accepted and will provide you with a copy of these Terms. Our Contract with you is formed when you accept these Terms and is comprised of the following:



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- our email to you confirming details of your subscription package (“Registration Confirmation”).
- your email to us confirming your acceptance of these Terms; and
- these Terms

All Accounts

Please note that we reserve the right to reject applications to use our Service.

The Contract will run on either a monthly or annual subscription basis (as set out in the Registration Page or Registration Confirmation) unless you have registered on a free trial basis, in which case the Contract is for the fixed period of the trial.

Renewal of Accounts

If your Contract is on a free trial basis, it will not automatically renew.

For month-to-month Contracts, the initial subscription term is one month. Your Contract will automatically renew for successive periods of one month after the initial subscription term unless you cancel the Contract before the end of this period (or before the end of the current renewal period).

For annual Contracts, the initial subscription term is one year. Your Contract will automatically renew for successive periods of one year unless you cancel the Contract before the end of the initial subscription term (or before the end of the current renewal period).

Cancellation

You can stop the Service at any time by canceling your Contract through your user account options, in which case your contract will expire at the end of the initial



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subscription term or current renewal period (as applicable). No further subscription fees will be charged, but we shall not be obliged to refund any fees paid.

Termination

We shall be entitled to terminate the Contract at any time if you are in material breach of the Contract (e.g., fail to pay subscription fees) and either you fail to remedy the breach within the timescale we request, or the breach is incapable of being remedied. We shall also be entitled to terminate the Contract if you become insolvent. Where we terminate the Contract due to your breach or insolvency, we shall not be obliged to refund any subscription fees you may have paid us.

These rights of termination will also apply to you against us. Where you terminate the Contract due to our insolvency or our material breach of the Contract (where we have not remedied the breach within 30 days of your written notification to do so, or the breach is not capable of being remedied), then you shall be entitled to a refund of any fees paid for services which have not been performed.

Use of Your Account

Once the contract is formed, and subject to you and all users you have authorized to access your Account (“Authorized Users”) complying with these Terms, you will be entitled to use, and permit Authorized Users to use, the Services via your Account solely for collecting, organizing, managing, and collaborating on content for a specific project or projects. You are responsible for your Authorized User's use of the Service.

You must advise us of the identities of Your Authorized Users, who will then require you to register with us to access and use your Account. Your Contract may allow you to operate more than one project within your Account, and in that event, your Authorized Users will require to register on a project-by-project basis as appropriate.



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Authorized User's use of the Services will be subject to these Terms. Each Authorized User shall keep a secure password for using the Services via your Account. You must only allow the permitted number of Authorized Users to access your Account to use the Services. You must promptly let us know if you discover any unauthorized Service use.

You must keep your password and account details secure and ensure that only you and Authorized Users access your Account.

You and your Authorized Users shall not store or transmit any computer virus or any material during the use of the Services that:

- is unlawful, threatening, defamatory, obscene, infringing, discriminatory, or racially offensive.
- facilitates or encourages illegal activity.
- depicts sexually explicit images; or
- promotes unlawful violence or causes damage or injury to any person or property,

and we reserve the right, without liability to you, to disable your access to any material that breaches this provision.

You are responsible for complying with the laws of the country from where you use the Service and ensuring you have all necessary permission and consents in place in relation to your use of the Service.

If you have a Larger Account, you may provide us with approved purchase order information instead, in which case you must ensure that we have valid, up-to-date, and complete contact and billing details for the duration of your Contract. We will invoice you on or after the first day of the initial subscription term and thereafter on or



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after the first day of each subsequent renewal period, and you shall pay each invoice issued by us within 14 days of the date of such invoice.

Payment by credit card (or similar card) will be processed via a trusted third-party payment provider. Where your card payment is not successful, or where you have failed to make payment of our invoice on the due date for payment, we will contact you and suspend access to your Account until payment has been made.

We shall be entitled to increase our subscription fees upon 14 days prior notice to you, but not more than once during any 12 months of the Contract.

Please note that you are not entitled to a refund of subscription fees paid to us unless you terminate the Contract because of our material breach or insolvency in accordance with the 'Our contract with you' section above.

Ownership of Content

We will comply with our **Privacy Policy** in relation to the use of Your Data and will follow our archiving procedures for Your Data.

In the event of any loss or damage to Your Data, your sole and exclusive remedy shall be for us to use reasonable commercial endeavors to restore the lost or damaged data from the latest backup under our archiving procedure. We shall not be responsible for any loss, damage, or disclosure of Your Data caused by any third party.

Where the Contract has expired, or the Contract has been terminated by either of us, you may request a copy of Your Data from us within 12 months of the expiry or termination date (as applicable). After that period, we will delete your Account, including invoice details and all Your Data. It is your responsibility to either export



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and/or copy Your Data before the expiry or termination date or request a copy from us within 12 months days of such date.

The scope, nature, and purpose of processing by us is our service's provision. The type of personal data will be set out in any data you upload using the Service, and the categories of data subjects are any individuals that may be referred to within such data. The duration of the processing is that of our retention period, which is a maximum of 12 months from the expiry or termination of your Account.

You must ensure that you have all necessary consents and notices in place to enable the lawful transfer of any personal data to us for the duration and purposes of this Contract.

We shall, in relation to any personal data processed in connection with the performance by us of our obligations under this Contract:

- process the personal data only on your written instructions (unless otherwise required by applicable law).
- maintain records of any processing of personal data that we carry out on your behalf.
- ensure that we have in place appropriate technical and organizational measures to protect against unauthorized or unlawful processing of personal data and accidental loss or destruction of, or damage to, personal data.
- ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential.
- assist you, at your cost, in responding to any request from a data subject and in ensuring compliance with your obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators.



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- notify you without undue delay on becoming aware of a personal data breach; and
- at your written direction, delete or return personal data and copies thereof to you on termination of this Contract (unless required by applicable law(s) to store the personal data).

We confirm that we have entered or will enter (as the case may be), a written agreement with any third-party processor incorporating terms substantially similar to those set out in this section.

You Warrant That:

- you are not aware of any circumstances likely to give rise to a breach of the Data Protection Legislation (including any personal data breach).
- you have a lawful basis under the Data Protection Legislation to transfer the personal data to us for processing under this Contract, and such use will comply with all Data Protection Legislation.
- you will promptly notify us of any action we must take to assist you with ensuring compliance with your obligations under Data Protection Legislation, including requests to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators; and
- the personal data is necessary, adequate, relevant, accurate, and up-to-date, and you will notify us promptly of any changes to the personal data.

Availability of Service

We shall use commercially reasonable endeavors to make the Services available **24 hours a day, seven days a week**, except for planned or unplanned maintenance.

We will ensure all maintenance is not carried out during our displayed office hours.



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We will endeavor to respond to all customer support queries within 48 hours, and you may purchase enhanced support services separately at our then-current rates. You are responsible for procuring and maintaining your network connections and telecommunications links to our data centers from your systems. We are not liable for any delays, delivery failures, and any other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

Our Rights in the Service

The **Freelance Writer Store service** is our proprietary service, and all intellectual property rights are owned by or validly licensed to us.

Software and related documentation in relation to the Service is only provided in relation to your use of the Service and are not provided, or to be used, for any other purpose. Except where this is part of your legitimate use of the Service, you are not permitted to copy, modify, republish, download, display, or distribute all or any part of such software or documentation in any form, media, or by any means. Nor are you permitted to reverse compile, disassemble, or reverse engineer such software or use such software or documentation to build a product or service that competes with our Service.

Liability

This section sets out our entire liability to you regarding any breach of contract or any use made by you of the Service.

The Service is provided on an 'as is basis, and we do not guarantee that the Service will be suitable for your intended use. However, nothing in these Terms seeks to



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exclude our liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

Subject to the paragraph above, we exclude all other liability to the extent permitted by law, and we shall not be liable for any loss of business, loss of profit, loss, or corruption of data, or for any indirect or consequential loss. Except for liabilities we have expressly not excluded, our total aggregate liability arising under the Contract or otherwise relating to the Service shall be limited to the total of subscription fees paid by you in the one month preceding the date on which the claim arose or where you have paid for a block period in advance, the average monthly charge for that period.

General Legal Provisions

We shall have no liability to you under the Contract if we are prevented from or delayed in performing our obligations under the Contract or from carrying on our business by acts or events beyond our reasonable control.

If we waive any particular right under the Contract on any occasion, this does not prevent us from exercising that right on another occasion.

If any part of the Contract is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Contract.

You are not entitled to transfer or assign your rights and obligations under the Contract to anyone else without our permission.



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If any disputes arise from your use of the Service or relating to the Contract, then these will be governed by the laws of Australia. If either party is required to raise court proceedings concerning any such dispute, then these proceedings must be raised in Australia.

Our Refund Policy - Refunds & Returns

As all our products are virtual and downloadable, the following are our refund or return policy conditions.

Suppose our customer has concerns regarding any downloadable product purchased at the **Freelance Writer Store**. In that case, they are more than welcome to contact the Editing Team, and we will work alongside the paying customer to ***resolve any issues or complaints they might have.***

Please get in touch with us at: **info@freelancewriter.store** and we will get back to you within 24 hours.

Can I Ask for a Refund if I Am Unhappy After Making a Purchase?

Please note that our update or modification policy lasts **30 days** from the date of purchase. Therefore, if 30 days have passed since your purchase, we, **unfortunately, cannot assist you with any changes or updates that are free of charge.**

Tax Costs

Please Note: the sales price listed for each product in our Shop section (or the '**Shop**' menu option) is in **Australian Dollars (or AUD)** and is **exclusive** of Tax. We



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automatically calculate taxes for each product based on the customer's **shipping address** on checkout.

No Shipping Costs

As all of our products are currently virtual and downloadable - (as defined in WooCommerce) - there are **No Shipping Costs** associated with any product purchased on this site.

Once payment has been confirmed - as defined by the payment method chosen by the customer and the provider's payment settling process and timeframe - an automatic email will be sent to the customer with a link to download the product(s). This link will be valid for **30 days** from the **validated purchase date**.

Your Concerns

If you have any concerns about material that appears on our site, please contact **info@freelancewriter.store**

If you wish to contact us in writing or a provision of these Terms requires you to give us a notice in writing (for example, to cancel the Contract), please do so by email at **info@freelancewriter.store**

If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address details provided by you when setting up or updating your Account.