

KINETIC COPYWRITING TERMS AND CONDITIONS

DEFINITIONS

“We”, “Us” and “Our” means Kinetic Copywriting.

“You” and “Your” refers to the user/purchaser of Kinetic’s services.

OVERVIEW

- The terms and conditions stated here directly govern your use of the Kinetic Copywriting (“Kinetic”) website (www.Kineticcopy.com) and all products and services offered by Kinetic.
- The products and services offered on this website are provided by Kinetic to you (“the client”) on these terms and conditions.
- It is important to note that it is your decision to use the Kinetic website and our products / services.
- In choosing to use the Kinetic website and our services, it indicates your complete understanding and agreement of these terms and conditions.
- Kinetic reserves the right to change these terms and conditions at any time and without reason or notice. We strongly suggest that you check back regularly to familiarise yourself with any such changes. Your continued utilisation of Kinetic’s website and services indicates your acceptance and understanding of these changes.
- Should you not fully understand or agree to these terms and conditions, do not utilise Kinetic’s services.

USE OF KINETIC’S SERVICES

- The Kinetic website clearly states and describes all services that are delivered by Kinetic to you unless otherwise stipulated and agreed to at purchasing.
- Kinetic offers all services in good faith. In purchasing and utilising Kinetic’s services, you agree to fully indemnify Kinetic Copywriting and its directors, agents and contractors / subcontractors from and against all claims, damages, losses and liabilities which occur as a result of utilising such services.

- We reserve the right to refuse to undertake any work, including copywriting and concepting.
- In accepting and using any copywriting and concepts that Kinetic create on your behalf, you accept full and complete responsibility for all information and claims made within the copy.
- As the client, it is your responsibility to ensure that the copy and / or concepts do not violate any copyright, trademark and any other laws, and you will be fully accountable for the consequences of any such infringements.
- Despite anything to the contrary, to the maximum extent permitted by the law, Kinetic's maximum aggregate **Liability** arising from or in connection with any services under any agreement or order is limited to correcting any error or omission or, if that is not possible, the total fees payable for the services under that agreement or order. **Liability** means any expense, charge, cost, liability, loss, damage, claim, demand or proceeding (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent.

QUOTES AND PRICING

- All tasks will be quoted on a job-by-job basis, allowing for the uniqueness of each job to be understood and taken into account.
- Kinetic reserves the right to charge for any travel and other related expenses accumulated as part of completing the work requested by the client.

COMMENCEMENT AND CARRYING OUT OF WORK

- Kinetic will commence work upon agreement with the client either in person, via email, or over the phone. Should a client choose to delay, pause or cancel the work agreed to, Kinetic must be paid for all work completed up to that point.
- Should Kinetic agree to undertake work for a client, Kinetic reserves the right to then decide not to undertake the work and will inform the client of this decision by phone or email. Kinetic does not need to provide warning nor reason for this decision.

- Kinetic will endeavour to complete all work in a reasonable time frame, but cannot be held liable or responsible for any losses, injury or harm caused by work not being completed by a certain date.

RIGHTS OF USE

- Full payment must be received for all services before you are granted any rights over the copy and concepts provided to you by Kinetic.
- You have permission to utilise the provided copy and / or concepts only for the purpose which was stipulated and agreed to at the time of purchase. Any use of the copy / concepts beyond the use agreed to at the time of purchase is a breach of these terms and conditions.
- Kinetic reserves the right to use all copy / concepts produced on your behalf for an infinite number of current and future promotions.

CHANGES TO SERVICES RENDERED (Copywriting and concepts)

Any changes or revisions to copy or concepts must be received within two (2) weeks of the copy being sent to the client. If Kinetic does not receive changes or edits from the client within this time frame, Kinetic will presume that the work is fully complete and approved and at this point the client will be invoiced.

INTELLECTUAL PROPERTY RIGHTS

All content and material which features on the Kinetic Copywriting website is protected by copyright. In fact, some or all of the material may be subject to other intellectual property rights of either Kinetic or third parties. You agree to never dispense, keep, post, upload, alter, duplicate or communicate any such material. Should you utilise any material from the Kinetic Copywriting website, you indemnify Kinetic and its directors, agents and contractors / subcontractors from and against all liabilities, damages, claims and losses which arise out of such use.

LINKS TO EXTERNAL SITES

In relation to any links to third party websites which may appear on Kinetic's website now or into the future, Kinetic provides these links purely for your convenience and does not in any



way endorse, guarantee, nor accept liability in relation to the material / information which is contained on such third party websites. Just because the link appears on the Kinetic Copywriting website, it should never be interpreted that Kinetic recommends, supports or agrees with the content on that website.

YOUR SECURITY & PRIVACY

Kinetic Copywriting outright accepts NO responsibility or liability for interference with transmissions by email or over the Internet or any consequent loss or liability caused to you. In addition, you agree with our privacy policy terms.

GENERAL (No Waiver)

Any failure on Kinetic Copywriting's behalf to enforce the rights bestowed to us under these terms and conditions is not an indication that we fully waive that right. Should any rights be waived, no matter the circumstance, this is under our complete discretion and does not suggest that we will waive that same right or any such breach of these terms and conditions in any such future occurrences. (Severability) Should any condition or provision of these terms and conditions be found to be invalid or unenforceable for any reason, then such a condition must be deemed to be altered to the point that it becomes valid and enforceable. If such a condition is not able to be remedied, it is to be considered as completely removed from these terms and conditions, with all other provisions remaining intact and therefore enforceable.

YOUR PERSONAL DETAILS: THEIR COLLECTION AND USE

In order to respond to your queries and essentially do business with you, we may have to acquire your personal details, including but not limited to your name, phone number and address. In providing these personal details to us, you consent that we will need to record and maintain them for current and future communication and business purposes. Kinetic will never sell, communicate or distribute such information, unless necessary by law, without your prior consent. Kinetic Copywriting has contact with numerous third parties, such as photographers, website designers, and so on, that you, our clients, may also choose to do business with. Should you request the services of our partners, obviously your personal information must be given to these third parties, who are bound to their own privacy policies. It is YOUR responsibility to inform yourself of such privacy policies.

THIRD PARTY WEBSITES

As stipulated in our terms and conditions, links to third party websites may appear on the Kinetic Copywriting website. Should you make use of these links, please note that these websites have their own privacy policies and are not required to adhere to our privacy policy. It is your responsibility to satisfy yourself as to the privacy policies of such third party websites.

CHANGES TO THIS PRIVACY POLICY

Kinetic Copywriting has the right to amend this privacy policy without notice or prior warning. You are advised to regularly consult this privacy policy to inform yourself of any changes.