

# Scoop Digital Terms & Conditions

The team at Scoop Digital is excited about being part of a community that benefits from the innovative products and services we provide.

We strive to provide the greatest value for the lowest cost. For that purpose, we maintain a highly efficient and rigid payment process. We hope you understand that this is necessary if we are to maintain the scale and quality of service to Users, our Clients and the wider community.

The following terms apply to all visitors to our websites and users of our digital services. Please read carefully and contact us if you have any concerns or queries. We look forward to working with you in the future.

## 1. Who these terms apply to.

You understand and acknowledge that:

The following terms and conditions apply to Scoop Digital Pty Ltd (Scoop Digital, we, us, our) and anyone who visits our websites, views our guides and/or content on our websites and 3rd party websites, and users of our services. That includes, but is not limited to, SCOOP WEB, SCOOP GUIDES, web development, content licensing, social media and digital marketing (collectively referred to as "Users, you").

These terms constitute a binding and enforceable legal contract between Scoop Digital and you. By visiting our websites, viewing our content, uploading your content, logging in to our admin systems or using our services, you agree to these terms and conditions as outlined in this document.

## 2. Where these terms can be found.

These terms, or an updated version thereof, can be found posted or linked to one or all of the following: (1) <https://scoop.com.au> (2) the SCOOP GUIDES User Admin page at <http://web.scoop.com.au/Profile-Admin>.

## 3. General Terms.

You understand and acknowledge that:

- a) Scoop Digital will use the email address you provide as the primary method for communication.
- b) you are responsible for keeping your password secure. Scoop Digital cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.
- c) you comply with all the relevant laws and regulations governing operating on the internet and digital format

- d) you will use Scoop Digital services in a reasonable manner as intended and not place any unreasonable load on the Scoop Digital infrastructure
- e) a breach or violation of any term in the Terms & Conditions as determined by the sole discretion of Scoop Digital may result in an immediate termination of your services, at the discretion of Scoop Digital.
- f) Scoop Digital may amend these Terms & Conditions at any time by posting the relevant amended and restated Terms & Conditions on Scoop Digital's website and such amendments to the Terms & Conditions are effective as of the date of posting.

#### **4. Client intellectual property, privacy, confidentiality.**

Scoop Digital understands and warrants that:

- a) we cannot claim any intellectual property rights over the material provided by you.
- b) you retain ownership over all site content that you upload to Scoop Digital.
- c) your site content (not including credit card information) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit Card information is always encrypted during transfer over networks.
- d) we will not disclose your confidential information to third parties, except as required in the course of providing our services. Confidential information includes any materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we received from someone other than you without breach of our or their confidentiality obligations; or (d) we are required by law to disclose.

#### **5. Scoop Digital Use and Treatment of Client Content.**

You understand and acknowledge that:

- a) by making your site public, you agree to allow others to view your site content.
- b) by uploading site content to the Scoop Network, you agree: (a) to allow other internet users to view that content; (b) to allow Scoop Digital to display and store site content; and (c) to allow Scoop Digital to license that content to Scoop Digital and 3rd party websites and make it available for Scoop Digital and Content Licensees to use that content in relevant marketing campaigns, including social media and newsletter marketing.
- c) Scoop Digital also reserves the right to edit text and image and all other types of content as uploaded by the client.

- d) you are responsible for compliance of site content with any applicable laws or regulations and that it is you who are responsible for ensuring that all content uploaded or made available by you for use on your website or on Scoop Guides.
- e) you have appropriate Copyright Permissions for such usage and the usage as outlined in the terms of this agreement.
- f) Scoop Digital will not be held responsible, in full or in part, for any breach of Copyright for content submitted by the Client.
- g) Scoop Digital will not be held in any way responsible for the content being published and uploaded, nor in any way seen to be endorsing or agreeing to the nature of the content, nor will be held in any way responsible for mistakes, omissions or damages caused by said content.
- h) Scoop Digital shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with your business to promote the service
- i) Scoop Digital reserves the right to provide our services to your competitors and make no promise of exclusivity in any particular market segment.

## **6. Scoop Digital Intellectual Property.**

You understand and acknowledge that:

- a) Scoop Digital retains ownership of all intellectual property, website source code, templates, images etc.
- b) licensing themes, content, and services to 3rd parties does in no way convey any rights or interest in Scoop Digital's intellectual property, and that usage of themes, content and services is limited to the uses expressly allowed for each relevant service.
- c) Scoop Digital still retains full ownership of all related intellectual property, whether or not it is registered or able to be registered.
- d) you will not in any way try to copy, replicate, transfer or reverse engineer any part of the services or technology used in the provision of services by Scoop Digital.
- e) you will not use, copy or transfer any of the images or content provided by way of Scoop Digital content, guides and services
- f) you will not pass off Scoop Digital content and services as your own, or on-sell such content and services without the express written permission of Scoop Digital.

## **7. Payment of Fees.**

You understand and acknowledge that:

- a) all stated fees are in Australian dollars, unless otherwise stated in writing by Scoop Digital
- b) all stated fees are exclusive of GST, which will apply to all payments, unless the appropriate ATO-authorized paperwork is provided

- c) Unless otherwise agreed in writing, other fees, including but not limited to support, design and development, are required to be paid in advance and are non-refundable.
- d) in the event that fees are allowed to be paid after services have been rendered, they must be paid within 14 days of the invoice date.
- e) in the event of payment not being received, Scoop Digital reserves the right to cancel related hosting/licensing services after no more than 14 days of payment not being received.
- f) in the event that payments are declined by your bank or credit card company, or for any reason are not able to be received, this will be considered a deliberate non-payment and may warrant services being terminated.
- g) in the event of a monthly credit card direct debit not being made on time for any reason, Scoop Digital reserves the right to deduct that full amount at a later date.
- h) in the event of payment being received late and after cancellation of services, if at Scoop Digital's discretion we agree to continue services, Scoop Digital will endeavour to republish the website within 10 working days of payment being received. A discount will not be provided for any time the site was not live.
- i) Scoop Digital does not provide refunds.

## **8. Subscription Payments and Renewals.**

You understand and acknowledge that:

- a) hosting and licensing contracts are for a minimum of 12 months and are non-refundable.
- b) hosting and licensing fees must be paid 12 months in advance or paid monthly via automatically-deducted credit card payments.
- c) monthly fees can only be paid via a valid credit card only. Other payment types are not accepted.
- d) to ensure a continuity of service, all hosting and licensing agreements renew automatically, even at the end of the initial 12 month terms.
- e) for monthly payment contracts, the agreed amount will continue to be direct debited on a monthly basis until termination of contract in writing.
- f) for agreements paid 12 months in advance, an invoice for a further 12 months will be provided. In the event of non-payment within 14 days, Scoop Digital reserves the right to cancel all related hosting and licensing services and access to your website

## **9. Termination of Services by the User.**

You understand and acknowledge that:

- a) cancel of a subscription or hosting service must be made in writing to [admin@scoopdigital.com.au](mailto:admin@scoopdigital.com.au).

- b) a minimum of one month's notice is required, for example, cancelling of hosting in March would need to be communicated by no later than Jan 31.
- c) upon cancellation and/or termination of services, Scoop Digital may cancel hosting and licensing services and block access to your website, and/or delete all related content and design along with all backups.

## **10. Losses Resulting From Termination of Services.**

Losses of content, design, business, customers, data or any other kind of loss that results from the termination of services, is not the responsibility of Scoop Digital and we will not be liable to the client, users or any 3rd party for such losses.

## **11. Refusal, Cancellation, Termination of Services by Scoop Digital.**

You understand and acknowledge that:

- a) we reserve the right to refuse, modify or terminate our services for any reason, without notice, at any time.
- b) we reserve the right to remove content from our site at any time, for any reason, without notice, at any time.
- c) we may, but have no obligation to, remove site content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or that violate any party's intellectual property or these Terms & Conditions.
- d) upon termination of the services by either party for any reason:
  - Scoop Digital will cease providing you with the services and you will no longer be able to access your account;
  - unless otherwise provided in the Terms & Conditions, you will not be entitled to any refunds of any fees, pro rata or otherwise;
  - any outstanding balance owed to Scoop Digital for your use of the services through the effective date of such termination will immediately become due and payable in full; and
  - your website will be taken offline.
- e) if at the date of termination of the service there are any outstanding fees owing by you, you will receive one final invoice. Once that invoice has been paid in full, you will not be charged again.
- f) we reserve the right to modify or terminate the Scoop Digital service or your account for any reason, without notice at any time.
- g) fraud: Without limiting any other remedies, Scoop Digital may suspend or terminate your account if we suspect that you (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the site.

## **12. Modifications to Service and Prices.**

You understand and acknowledge that:

- a) prices for using the services are subject to change upon 30 days' notice from Scoop Digital. Such notice may be provided at any time by posting the changes to the Scoop Digital Site (Scoopdigital.com.au) and/or via email notification.
- b) Scoop Digital reserves the right at any time, and from time to time, to modify or discontinue, the service (or any part thereof) with or without notice.
- c) Scoop Digital shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the service.

## **13. Third-Party Services.**

You understand and acknowledge that:

- a) in addition to these Terms & Conditions, you also agree to be bound by the additional service-specific terms applicable to services you purchase from, or that are provided by, Scoop Digital's partners or other third parties.
- b) maintenance and on-going payment of licenses for 3rd party licenses are the responsibility of the client. If Scoop Digital is deemed responsible, where on-going licensing fees are required, you are providing us with permission to submit your client credit-card to the third-party software provider, for payment of all setup costs and recurring fees. You also acknowledge that you have viewed and agreed to abide by the terms & conditions stated by the third-party provider.
- c) Scoop Digital may from time to time recommend, provide you with access to, or enable third party software, applications ("Apps"), products, services or website links (collectively, "Third Party Services") for your consideration or use. Such Third Party Services are made available only as a convenience, and your purchase, access or use of any such Third Party Services is solely between you and the applicable third party services provider ("Third Party Provider"). Any use by you of Third Party Services offered through the Services or Scoop Digital's website is entirely at your own risk and discretion, and it is your responsibility to read the terms and conditions and/or privacy policies applicable to such Third Party Services before using them.
- d) we do not provide any warranties with respect to Third Party Services. You acknowledge that Scoop Digital has no control over Third Party Services, and shall not be responsible or liable to anyone for such Third Party Services. The availability of Third Party Services on Scoop Digital's websites, or the integration or enabling of such Third Party Services with the Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Scoop Digital.

- e) if you install or enable a Third Party Service for use with the services, you grant us permission to allow the applicable Third Party Provider to access your data and to take any other actions as required for the interoperation of the Third Party Service with the services, and any exchange of data or other interaction between you and the Third Party Provider is solely between you and such Third Party Provider. Scoop Digital is not responsible for any disclosure, modification or deletion of your data or Store Content, or for any corresponding losses or damages you may suffer, as a result of access by a Third Party Service or a Third Party Provider to your data or site content.
- f) under no circumstances shall Scoop Digital be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary or other damages whatsoever, which result from any Third Party Services or your contractual relationship with any Third Party Provider, including any expert. These limitations shall apply even if Scoop Digital has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by applicable law.

## **14. Performance and Limitation of Liability.**

You understand and acknowledge that:

- a) Scoop Digital provides no warranties or guarantees in relation to performance of any of its or its suppliers services, including hosting and licensing of content.
- b) Scoop Digital nor any of its staff, contractors, representatives or suppliers are not to be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from the use of or inability to use the service.
- c) Scoop Digital nor any of its staff, contractors, representatives or suppliers will in no event be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with our site, our services or these Terms & Conditions (however arising, including negligence).
- d) neither Scoop Digital nor any of its staff, contractors, representatives or suppliers warrant that the service will be uninterrupted, timely, secure, or error-free and takes no responsibility and accepts no liability for levels of performance or lack thereof.
- e) it is acknowledged that SCOOP WEB, as with all web services, will not work on all browsers. Internet Explorer is not supported.

## **15. Governing Law.**

You understand and acknowledge that:

- a) The Scoop Digital terms and conditions and any claims made in relation to these terms and conditions are governed exclusively by Australian Law

- b) Any claims or disputes will be heard in the relevant court in Perth, Western Australia.