

# TERMS of USE

## Summary

Chris Myers Designs provides businesses with the online resources to create, edit, and send bulk email newsletters and notices.

This Service may not be used for the sending of unsolicited email (spam)

Following are the terms and conditions associated with using the Chris Myers Designs service. By completing the sign up form located on our website ( [www.wedoemailmarketing.com.au](http://www.wedoemailmarketing.com.au) ), you accept and agree to adhere to these terms and conditions in full and without exception.

## Availability

Our services are only available to those who can form legally binding contracts under applicable law. Our services are limited to those individuals aged 18 years and above and is available to businesses located within in Australia.

## Signing Up to our Service & Business Approval

In order to use our email marketing service, you need to have filled out the Sign Up form located on our website ( [www.wedoemailmarketing.com.au](http://www.wedoemailmarketing.com.au) ) and agree to these terms of use by checking the check box located in the sign up form.

By submitting your details, you confirm that all the submitted details are true and accurate at the time of submitting and you do so on behalf of and with the full knowledge and approval of your business.

Please ensure you maintain the security of your username and login. All email campaigns sent from your account are seen by Chris Myers Designs as being done so with the full knowledge and approval of your business. Because of this, all campaigns sent from your account are charged at the respective pricing, without exception.

We reserve the right to refuse the registration or cancel an account that we deem inappropriate.

## Restrictions and Responsibilities

We love to be able to provide you with this service, but please remember that this is an agreement for services only and you have not been granted a license to any software, an offer of employment, partnership or joint venture of any kind.

You will not, directly or indirectly: reverse engineer, de-compile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of, or found at or through the Services or any software, documentation, or data related to the Services ("Software");



## **Restrictions and Responsibilities (cont.)**

You agree not to remove any proprietary notices or labels from the Services or any Software, modify, translate, or create derivative works based on the Services or any Software; or copy, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services or any Software.

This service is to be used for your business and business related purposes only and cannot be used for political purposes or by a third party.

If you wish to mention Chris Myers Designs in any media, be it online or offline, you agree to do so only with our prior knowledge and written consent.

The services can only be used for lawful purposes... what does this mean? Well, you cannot use our service to send material which is seen to be obscene, threatening, harassing, libellous, or in any way a violation of intellectual property laws or a third party's intellectual property rights... just be nice and all should be good.

You agree to never use our services to distribute illegal contests, pyramid schemes, chain letters, or multi-level marketing campaigns.

You agree to never include content or links that display nudity, obscene content, gambling, illegal software, viruses, or to anything that we may deem as inappropriate. We will conduct random checks of your campaigns to make sure you are being good.

Any content included in an email newsletter sent using our service is not the thoughts or beliefs of Chris Myers Designs. The sender of the email newsletter takes full and unreserved responsibility of the content within their newsletter, notice or update.

Even though we take all care to ensure any errors or functionality issues are kept to a minimum, due to the variances in modern email software, email clients, online functionality and individual computer settings, we can't guarantee that the functions contained in the email newsletter templates or the provided email newsletter software will always be error-free or available and so we can't be liable to you or any third party for damages, including loss of profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this email newsletter service or any other web pages, or services, even if you have advised us of the possibilities of such damages.

We are not responsible for the backing up of your newsletters or account information.

## **Email Newsletter Templates:**

### **Newsletter Coding:**

All email newsletter templates have been designed and tested for the email client software available through Chris Myers Designs. However, even though all care and available testing has taken place, due to the variances in personal settings, updates and configuration of external email software and providers, we are not responsible for the appearance or performance of your email newsletter in any given email software, whether it be online or on your desktop.



## **Email Newsletter Templates**

(cont.):

### **Newsletter Content:**

We are not responsible for writing or inputting in any text copy or images for your email newsletter. We are happy to refer you to a third party copywriter if you so need.

### **Photographs / Images:**

You are responsible for the sourcing of any other photographs and images needed for your email newsletter.

These images are recommended to be no more than 250Kb in size and formatted as jpg, or jpeg's to aid in the downloading time of your email newsletter.

### **Technical Support:**

If you require any technical support, please contact us on (02) 8005 0864 during business hours (M-F 9am – 5pm AEST) or at [chris@chrismyersdesigns.com.au](mailto:chris@chrismyersdesigns.com.au). Out of hours and email enquires will be replied to within the next 2 working days.

## **Subscriber Details & Their Privacy:**

Chris Myers Designs strongly supports the privacy of your subscribers who have submitted you their name and email address to receive related newsletters, notices and updates via email. Rest assured, we will never sell, transfer or provide any of your details to any third party business or organisation.

Chris Myers Designs will never directly or in-directly contact any of your subscribers unless requested and authorised to by your good selves.

## **Computer Knowledge & System Requirements:**

We have tried to make our service as user friendly as possible, however it is understood that in order to use the service you have basic computer skills along with access to a desktop or laptop computer (PC or MAC is sweet) and have a stable internet connection.

## **Anti-Spam Rules:**

All Chris Myers Designs customers must follow the rules of the federal CAN-SPAM act when sending emails through our service.



**Communication:****Newsletters from Chris Myers Designs:**

From time to time, we will send you our newsletter to keep you informed and up to date with promotions, offers, new products, services and/or templates available.

**Service Announcements:**

On the rare occasion when it is necessary, we will contact you via email to inform you when the Chris Myers Designs service may be unavailable for maintenance purposes.

**Updates:**

These terms of use may be updated from time to time, be sure to check back every now and then and check these policies to ensure to your familiar with the latest policies.

**Termination of your Account:**

You can terminate your account at any time by emailing us at [chris@chrismyersdesigns.com.au](mailto:chris@chrismyersdesigns.com.au). Your email needs to include your business name, email address (used when signing up) and your login and password. Upon notification, your account will be terminated within 2 working days.

Even though we would hate to do so, we reserve the right to terminate your account and access to our service at any time with or without notice resulting from not following and adhering to these terms and conditions. Chris Myers Designs is not liable to you or any other third party because of such termination.

You will be notified by email if your account has been terminated.

**Final Word:**

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

The Agreement shall be governed by the laws of the State of NSW Australia without regard to its choice or law or conflict of laws provisions. All legal actions in connection with the Agreement shall be brought in the state or federal courts located in Sydney, New South Wales, Australia.

