

D'APPY DEALS WEBSITE USE

TERMS & CONDITIONS

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General Terms of Use

By accessing Provider's Website, you ("the User") are agreeing to be bound by these Web Site Use Terms & Conditions and all applicable laws and regulations. The User agrees that the User is solely responsible for compliance with any applicable local laws. If the User does not agree with any of these terms, **do not use this site**. Any claim relating to Provider's Website shall be governed by the laws of Queensland. The materials contained in Provider's Website are protected by applicable copyright and trade mark laws.

Internet Etiquette

Electronic forums such as email distribution lists and UseNet newsgroups all have ground rules and established etiquette for posting messages or material to these forums. Users should be considerate of the expectations and sensitivities of others on the network when posting material for electronic distribution. The network resources rented by the User may not be used to impersonate another person or misrepresent the User's authorization to act on behalf of Provider or any other party. All messages transmitted by the User should correctly identify the User as the sender. Any attempt to alter the system configuration, to breach the security of the network, to gain unauthorized access to other users' email accounts, or any other attempt at "hacking", is prohibited, and will result in the immediate cancellation of all access to Provider's Website and associated privileges, and the possibility of criminal and/or civil charges being brought.

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Provider may make changes, improvements, alterations or amendments in and to the products, services, information and materials contained on Provider's Website, including the terms and conditions of the User's use of Provider's Website, without liability.

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Unless otherwise specified, the materials contained in Provider's Website are presented solely for the purpose of information, contact and connection in any and all country/countries. Provider's Website is

controlled and operated by Provider from its offices in Australia. Provider makes no representation that any of the materials contained in Provider's Website are appropriate or available for use in other locations. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

These Website Use Terms and Conditions shall be governed by and construed in accordance with the laws of Australia and the parties hereby attorn to the jurisdiction of the courts of Queensland, unless another state would be more suitable. Any provisions of this agreement which are or may be rendered invalid, unenforceable or illegal, shall be ineffective only to the extent of such invalidity, unenforceability or illegality, without affecting the validity, enforceability or legality of the remaining provisions of this Agreement. These Website Use Terms and Conditions constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Privacy

Please refer to the Provider's Privacy Policy on Provider's Website.

Submissions

By posting/sending a message in the bulletin board/e-mail area, the User agrees to have that message along with the User's name posted for public viewing both here and in other promotional and advertising materials without compensation. Provider will attempt to post as many messages as possible, cannot promise to post every submission. All messages that are posted here represent the opinions of the individuals or organizations posting those messages, and do not express the ideas or opinions of Provider. The User may copy the posted messages for personal use, but redistribution in any way requires the permission of Provider. In consideration of this authorization, the User agrees that any copy the User makes of any message(s) located on Provider's Website shall retain all copyright and other proprietary notices contained therein.

Prohibited Use

In order to maintain an informative and valuable service that meets the needs of the users of Provider's Website and avoids the harm that can result from disseminating statements that are false, malicious, in violation of the rights of others, or otherwise harmful, it is necessary to establish the following rules to protect against abuse:

- (a) the User may not post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person. The User may not post or transmit any message, file, image or program which is indecent, obscene or pornographic.
- (b) User may not post or transmit any message, file, image or program that would violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks used in an infringing fashion.
- (c) the User may not interfere with other users' use of Provider's Website.
- (d) the User may not post or transmit any message, file, image or program which contains viruses, worms, Trojan horses or any other contaminating or destructive agent.
- (e) the User may not post or transmit any message which is harmful, threatening, abusive or hateful. It is not Provider's intention to discourage its users from taking controversial positions or expressing vigorously what may be unpopular views, however. Provider reserves the right to take such action as it deems appropriate in cases where Provider's Website is used to disseminate statements which are deeply and widely offensive and/or harmful.

- (f) Any information provided to Provider shall be provided by the submitter and received by Provider on a non-confidential basis. Provider will only accept submissions made by registered users of Provider. Provider shall be free to use such information without limitation, restriction or obligation. All submissions, comments, ideas, and correspondence become the sole property of Provider.
- (g) the User may not post or transmit charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes. The User may not post or transmit any advertising, promotional materials or any other solicitation of other users of Provider's Website for goods or services except in those areas (e.g., a classified bulletin board) that are designated for such purpose.
- (h) the User may not use the facilities and capabilities of Provider's Website to conduct or solicit the performance of any illegal activity or other activity which infringes the rights of others.
- (i) the User may not post any e-mail or materials that would be considered a violation of any law. Provider will co-operate fully with any law enforcement authorities or court order requesting or directing Provider to disclose the identity of anyone posting any such e-mail or materials.

the User agrees to indemnify Provider and its officers, directors, employees, agents, distributors and affiliates from and against any and all third party claims, demands, liabilities, costs, or expenses, including reasonable legal fees, resulting from the User's breach of any of the foregoing provisions.

Submission of Ideas by Users

The User agrees to grant to Provider a non-exclusive, royalty-free, worldwide, perpetual license to reproduce, distribute, transmit, sublicense, create derivative works of, publicly display, publish and perform any materials and other information the User submits to any public areas, chat rooms, bulletin boards, newsgroups or forums of Provider's site(s) or which the User provides by email or any other means to Provider and in any media now known or hereafter developed. Further, the User grants to Provider the right to use the User's name in connection with the submitted materials and other information as well as in connection with all advertising, marketing and promotional material related thereto. The User agrees that you shall have no recourse against Provider for any alleged or actual infringement or misappropriation of any proprietary right in your communications to Provider.

Termination

Provider may terminate or suspend access to Provider's Website immediately, without prior notice or liability, for any reason whatsoever, including, without limitation, if the User is considered to be engaging in Prohibited Use or any such breach of the Website Use Terms & Conditions.