



Diggers Services Club

Terms of Use

In this policy, "us", "we", or "our" means Diggers Services Club who are the operators of this website.

The following terms of use govern your use of and access to this website.

Diggers Services Club may change part or all of the Terms at any time. The most current Terms will be available on the website. Your subsequent or continued use of this website will constitute your acceptance of any changes made to these terms. If you object to any of the terms in this document, or to any changes made to them, your only remedy is to immediately cease use of and access to this website.

These terms were last updated on 8th March 2016.

GENERAL TERMS

1. JURISDICTION

These terms shall be construed in accordance with and governed by the laws of both State and Federal legislation as applicable to the use of the website. You consent to the exclusive jurisdiction of all relevant courts to determine any matter or dispute which arises under these terms.

2. ACCESS

While we make every reasonable effort to ensure that the website is available and fully operational at all times, we do not make any representation or warranty that your access will be uninterrupted or error free. Your access to this website may be suspended without notice in the case of system failure, maintenance or repair or any reason or activity beyond our control.

We reserve the right to change or discontinue any feature or service on the site at any time without notice.

We reserve the right to terminate your access to this website and prevent further access without warning or notice in response to breaches of this policy by yourself, breaches of any applicable laws, or suspicious activity.

3. CONDUCT

You must not use, or attempt to use this website:

- in breach of any applicable laws of the State of Queensland, Commonwealth of Australia, or local laws in your jurisdiction
- to impersonate any person or entity
- to solicit money, passwords, personal information or other property from any person or entity
- to harm, abuse, harass, threaten, stalk, intimidate or offend any person or entity
- to publish or facilitate publication of personal information of a third party without their consent
- to publish or facilitate publication of material for which you do not have ownership, title, or consent from the owner or title holder to do so
- to publish or facilitate publication of pornographic or offensive material
- to publish or facilitate publication of material including viruses or other computer code, files, or programs designed to interrupt or damage the functionality of computer software or hardware
- to publish or facilitate publication of advertising material for yourself or any other party without our express consent to do so

Breaching of these rules of conduct may result in termination of your access to this website and prevention of further access without warning or notice.

4. PRIVACY

Please review our Privacy Policy, which also governs your visit to this website.

5. COPYRIGHT

Except where expressly provided to the contrary by these terms, you do not have any right, title or interest in or to any proprietary rights relating to the website.

This website may contain material that is protected by copyright, trade mark, and other laws. Except where expressly provided to the contrary,

you may only reproduce and distribute the material on the website for your own personal, non-commercial use. Material published on or sourced from this website must not be used, stored, reproduced, published, altered or transmitted in any form or by any means in whole or in part without our prior written consent, with the following exceptions:

- Where such use, reproduction, etc, constitutes Fair Use under the Copyright Act
- Where such use, reproduction, etc, is undertaken by normal processes on your computer only (such as your web browser's cache).

6. THIRD PARTIES

Certain areas of this website may contain links to external websites. These external websites do not form part of this website and are not within our control. We do not accept any responsibility for the contents of any third party website.

Certain areas of this website may display third party advertising. Our display of this advertising should not be construed in any way as an endorsement or recommendation of the advertising network, advertiser, or their products or services.

Certain areas of this website may provide the ability to contact third parties. If you contact any third party as a consequence of visiting this website, we do not accept any responsibility for any communications or activity (including but not limited to business transactions) between yourself and the third party.

7. LIMITATION OF LIABILITY

Your use of this website is undertaken at your own risk.

To the extent permitted under the Trade Practices Act 1974 and other relevant legislation, this website and all information, content, materials, products and services included or otherwise made available are provided on an 'as is' basis, unless otherwise specified. We make no representations or warranties of any kind, express or implied, as to the accuracy of information on this website.

By continued use of this website, you agree that we will not be held liable for any damages of any kind arising from the use of this website or from any information, content, materials, products or services therein.

8. SECURITY

We use industry-standard SSL encryption where applicable to protect the privacy of information in transit between this website, yourself, and our suppliers including payment gateways.

You acknowledge that the security of communications sent by electronic means cannot be guaranteed. You provide information to us via the internet at your own risk. We cannot accept responsibility for misuse or loss of, or unauthorized access to, your personal information where the security of information is not wholly within our control.

9. LIMITATION OF LIABILITY

Under no circumstances will Diggers Services Club be liable for any direct, indirect, incidental, consequential or other damages resulting from the purchase, delivery, use, or return of any product or service purchased from this website or those listed on the website as suppliers or advertisers.

Relax Enjoy Play