

Terms Of Coz App Website Use

THESE TERMS

1. These terms of website use ('Website Terms'), together with our Rules and our Privacy Policy, apply to your use of the website(s) www.cozapp.com.au and any pages or websites under the 'Coz App' brand and any 'Coz App' mobile phone applications that are owned and/or operated by Coz Marketing (together, the 'Website'), whether you use them as a guest, Sponsor, Group (Association, Club, N4P, School) or a registered Member (App User).
2. Please read these Terms carefully before you use our Website. By using our Website, you agree that you will be bound by and comply with these Terms. If you do not agree to these Terms, please do not use our Website.
3. Any words defined in our Rules will have the same meaning when used in these Website Terms unless otherwise defined in these Website Terms. These Website Terms are subject to our Rules and if there is any inconsistency between these Website Terms and our Rules, our Rules will prevail to the extent of such inconsistency.
4. We reserve the right to change these Website Terms at our discretion, and will publish such changes on our Website. You agree that any changes published on our Website will be effective immediately and that your continued use of the Website constitutes your acceptance of the changed Website Terms. It is your responsibility to ensure that you are aware of the current Website Terms.

ACCESSING OUR WEBSITE

5. Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice.
6. We may restrict your access to some parts of our Website, or our entire Website, at our discretion.
7. We are not responsible for any problems caused by the equipment or Internet connection you use to access the Website.
8. You are responsible for ensuring that all persons who access our Website through your login or equipment are aware of these Website Terms, and that they comply with them.

RELIANCE ON INFORMATION

9. Information (including but not limited to store names, discounts, contact details, hot offers, locations etc.) posted on our App is provided on an "as is" basis for your information only and is not intended to amount to advice on which reliance should be placed. Your use of such information is at your own risk.

INTELLECTUAL PROPERTY RIGHTS

10. We are the owner and/or the licensee of all intellectual property rights in our App and the Website, and in the material we publish across both platforms. Those works are protected by trade mark, copyright and other laws and treaties governing proprietary and intellectual property rights around the world and all our rights are reserved. Materials posted by others on our Website may also be protected by trade mark, copyright and other laws and treaties governing proprietary rights and intellectual property rights. If you copy, modify, distribute or otherwise deal with those materials, you may be infringing the rights of such third parties.

11. Except to the extent required for your personal and non-commercial use of our services or the Website in accordance with these Website Terms, you must not store, modify, copy, reproduce, upload, post, transmit, modify, sell, licence, interfere with or distribute any part of our Website without our consent.

THIRD PARTY CONTENT

12. You may need to download software from third parties in order to use some features of our Website. You must comply with the applicable licence terms in respect of such software.

13. Our Website may contain links to third party websites or resources. These links are provided for information purposes only, and we have no control over the content or accuracy of these websites and resources. The inclusion of a link to a third party website does not constitute an endorsement by Coz App of or an affiliation between Coz App and that third party or the products or services that they offer. You acknowledge and agree that we are not responsible or liable (including for any loss or damage you suffer or incur as a consequence of your reliance on or purchase of) the content, advertising, products, services, or other materials on or available from such sites.

WEBSITE MAY CHANGE

14. We may update, change, suspend access to, or close indefinitely our Website (or any part of it or product or service offered on it) at any time.

Additionally, we reserve the right to alter the content (including but not limited to images, names, contact details, discounts and descriptions) loaded by Groups and Sponsors to uphold the integrity and expectations of Coz App.

INFORMATION ABOUT YOU

15. We process information about you in accordance with our Privacy Policy. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

YOUR USE OF OUR WEBSITE

16. If you post, add, comment on and/or upload content ('User Generated Content') to our Website you must comply with our User Generated Content Policy (see below).

17. You must not misuse our Website by introducing viruses, trojans, worms, logic bombs or other material, code or program which is malicious or technologically harmful. You must not attempt to gain unauthorised access to or otherwise interfere with:

- a. our Website;
- b. the equipment, network or server on which our Website is stored;
- c. any equipment, network, server, computer or database connected to our Website; or
- d. any software used in the provision of our Website.

18. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

19. You must only use our Website for lawful purposes. You must not use our Website:

a. in any way that breaches any applicable law or regulation;

b. to send, receive, upload, download, use or re-use any material which does not comply with our User Generated Content Policy (see Below);

c. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam) or any form of 'junk mail', 'chain letters' or 'pyramid schemes'; or

d. to collect or store personal data about other users of the Website including registered Members.

20. If you breach a provision of these Website Terms we may report such breach to the relevant law enforcement authorities and we will co-operate with those authorities (which may involve disclosing your identity to them). In the event of such a breach, your right to use our Website will cease immediately and we may immediately remove all or any of your User Generated Content which has been posted by you regardless whether or not that User Generated Content has caused the breach.

LINKS

21. You may not link to or frame our Website without our express written permission.

22. Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

OUR LIABILITY

23. To the extent permitted by law:

a. we will not be liable for any loss or damage caused by events outside our reasonable control, including without limitation any telecommunication network, power or third party equipment failure;

b. we will not be liable for any loss or damage caused by a distributed denial-of-service attack, virus or other harmful material that you may be exposed to due to your use of our Website;

c. we do not make any guarantees or warranties that the material or information displayed on our Website is complete or accurate;

d. we do not make any guarantees or warranties as to the compatibility of the Website with any particular software or hardware;

e. we do not make any guarantees or warranties that the Website will be uninterrupted, available at all times, or that it will be free of bugs, viruses or errors; and

f. we do not make any guarantees or warranties in respect of any third party software, websites, resources or other content on, or accessed from, our Website.

24. To the extent permitted by law, we expressly exclude:

a. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

b. liability for any loss or damage incurred in connection with the use, access (or inability to use or access) our Website or the services offered from it, including:

a. loss of income or revenue;

b. loss of business;

c. loss of profits or contracts;

d. loss of anticipated savings;

e. loss of data; f. loss of goodwill;

g. wasted management or office time; and/or

h. indirect or consequential losses, whether in tort (including negligence), breach of contract or otherwise, even if foreseeable or where we have been specifically advised of the possibility of such loss.

25. To the extent that our liability for breach of any implied warranty, guarantee or condition cannot be excluded by law, our liability will be limited, at our option, to:

a. in the case of services supplied or offered by us:

i. the re-supply of those services; or

ii. the payment of the cost of having those services re-supplied; and

b. in the case of goods supplied or offered by us:

i. the replacement of the goods or the supply of equivalent goods;

ii. the repair of the goods;

iii. the payment of the cost of having the goods replaced; or

iv. the payment of the cost of having the goods repaired.

26. Nothing in these Website Terms affects our liability:

- a. for death or personal injury arising from our negligence;
- b. for our fraudulent misrepresentation; or
- c. for any matter in respect of which our liability cannot be excluded or limited under applicable law.

YOUR LIABILITY

27. You will indemnify us, our officers, directors, employees, agents and related companies in respect of any and all losses, costs, expenses, claims, demands, liabilities and damages (including legal fees on a solicitor/client basis) that arise in connection with your use of the Website and/or any breach by you of these Website Terms, but you will not be liable for any losses or damages we suffer or incur to the extent such loss or damage is caused by us.

GENERAL

28. A failure or delay by us in exercising our rights will not amount to a waiver unless we expressly say so in writing.

29. If any provision of these Website Terms is illegal or unenforceable for any reason, then the provision (or part thereof) will be severed and the remaining provisions (or parts thereof) will continue in full force and effect.

Coz App User Generated Content Policy

1. We may invite or permit you to post, add, comment on and/or upload content to our App(s), channel(s) or Website ('User Generated Content'). We do not exercise editorial control over all, and do not endorse any, User Generated Content, and we shall not be liable in relation to such User Generated Content. You are solely responsible for your User Generated Content.
2. We may use your User Generated Content in connection with publicising and promoting Coz App and its services, and you agree that you will make no monetary or other claim against Coz App for its use of your User Generated Content.
3. Your User Generated Content will be considered non-confidential and non-proprietary, and we may use, copy, edit, alter, distribute, publish, sub-licence and/or disclose to third parties any such content for any purpose. We may also disclose your identity to any third party who claims that your User Generated Content violates their intellectual property or privacy rights.
4. Your User Generated Content must:
 - a. be accurate (where you state facts);
 - b. be genuinely held (where you state opinions); and
 - c. comply with applicable law in the Western Australia and in any country from which the content is posted.
5. Your User Generated Content must not:
 - a. contain any material which is defamatory, obscene, offensive, threatening, abusive, vulgar, hateful or inflammatory;
 - b. promote sexually explicit material or violence;
 - c. discriminate on the grounds of race, sex, religion, nationality, disability, sexual orientation or age;
 - d. infringe any copyright, database right or trade mark of any other person;
 - e. be likely to deceive any person;
 - f. breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - g. invade another person's privacy;
 - h. be likely to harass or alarm any other person;
 - i. be used to impersonate any person, or to misrepresent your identity or affiliation with any person or organisation;
 - j. harm any minor in any way;
 - k. give the impression that such content emanates from us; or
 - l. promote or assist any unlawful act;
6. If you have any issues with User Generated Content provided by any other person, please let us know by contacting us at admin@cozmarketing.com.au. We reserve the right (but are not obliged) to edit or remove any User Generated Content and to take any such other action as we consider appropriate to uphold the integrity of Coz App.