

nexus

APP TERMS AND
CONDITIONS

TERMS OF USE CARINA LEAGUES APP

Use of this Carina Leagues Club App ('Carina Leagues') mobile application (the "App") constitutes acceptance of these terms of use ("Terms"), as amended by [insert] from time to time. These Terms constitute a binding agreement between the user ("User") and Carina Leagues governing the use of the App. By downloading or installing this App, User agrees to be bound by these Terms. If User does not agree to these Terms, User should not use and should immediately uninstall this application.

Eligibility

The App may only be used by individuals aged eighteen (18) years or older.

Apple and Google Terms and Conditions;

These Terms supplement and incorporate (a) the Apple, Inc. ("Apple") Terms and Conditions (located at www.apple.com/legal/itunes/us/terms.html#service) including, without limitation, the Licensed App End User License Agreement provided therein ("Apple Terms") or the terms of service of Google Inc's Android Market (located at <https://www.google.com/mobile/android/market-tos.html>) ("Google Play Terms").

Carina Leagues Policies

These Terms also incorporate any Carina Leagues policies including our website terms and conditions and privacy policy ("Policies") available at <https://www.carinaleagues.com.au/>

To the extent that any provision in the Apple Terms or Google Play Terms or any of the Policies conflict with a provision in these Terms, then the provision in these Terms takes precedence.

User License

Subject to these Terms, Carina Leagues grants the User a personal, non-exclusive, non-transferable, limited and revocable license to use the App for personal and/or non-commercial use on an Apple iPhone, iPad or iPod Touch or any Android device (each a "Device") owned or controlled by User as permitted by the Usage Rules contained in the Apple Terms and Google Play Terms and in accordance with these Terms ("User License"). Any use of the App in any other manner, including, without limitation, resale, transfer, modification or distribution of the App or text, pictures, music, barcodes, video, data, hyperlinks, displays and other content associated with the App ("Content") is prohibited. This Agreement and User License also governs any updates to, or supplements or replacements for, this App unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

User Information

Some functionality of the App, including location based services and functionality, may require the transmission of information provided by the User including User names and passwords, addresses, e-mail addresses, financial information (such as credit card numbers), information related to a stored value card or GPS location ("User Information"). If the User uses such App functionality, the User consents to the transmission of User Information to Carina Leagues, its agents and/or service providers and authorises Carina Leagues, its agents and/or service providers to record, process and store such User Information as necessary for the App functionality and for purposes described in the Carina Leagues Privacy Policy.

User is solely responsible for maintenance of the confidentiality and security of any User Information transmitted from or stored on a Device for purposes of the App, for all transactions and other activities undertaken with any stored value card registered in the User's name, whether authorised or unauthorised. User agrees to immediately notify Carina Leagues of any unauthorised transactions associated with the App or any other breach of security. Carina Leagues will not be responsible for any losses arising out of the loss or theft of User Information transmitted from or stored on a Device or from unauthorised or fraudulent transactions associated with the App.

Acceptable Use

Use by the User of the App and any Content and User Information transmitted in connection with the App is limited to the contemplated functionality. User agrees that his or her use of the App and any Content must comply with these Terms and the Carina Leagues Policies. In no event may the App be used in a manner that (a) harasses, abuses, stalks, threatens, defames or otherwise infringes or violates the rights of any other party; (b) is unlawful, fraudulent or deceptive; (c) uses technology or other means to access the App, Carina Leagues Website or Content that is not authorised by Carina Leagues; (d) uses or launches any automated system, including without limitation, "robots," "spiders," or "offline readers," to access the App, Carina Leagues Website or Content; (e) attempts to introduce viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (f) attempts to gain unauthorised access to Carina Leagues computer network or User accounts; (g) encourages conduct that would constitute a criminal offence, or that gives rise to civil liability; (h) violates these Terms; (i) attempts to damage, disable, overburden, or impair Carina Leagues servers or networks; or (j) fails to comply with applicable third party terms (collectively "Acceptable Use"). Carina Leagues reserves the right, in its sole discretion, to terminate any User License, remove Content or assert legal action with respect to Content or use of the App, that Carina Leagues reasonably believes is or might be in violation of these terms of Acceptable Use or Carina Leagues Policies, but Carina Leagues failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

Indemnification

At Carina Leagues request, User agrees to defend, indemnify, and hold harmless Carina Leagues and its employees, contractors, officers, and directors from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, expenses (including legal fees) that arise from the User's use or misuse of the App violation of these Terms or violation of any rights of a third party. Carina Leagues reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defences. In the event of any third party claim that the App or User's possession and use of the App infringes that third party's intellectual property right, Carina Leagues will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

No Warranties

Carina Leagues makes available this App to the User "as is" and the User acknowledges that it downloads and uses the App at his or her own risk. To the fullest extent allowable under applicable law, Carina Leagues disclaims all warranties and conditions, whether express or implied, including any warranties or conditions that the application is merchantable, of satisfactory quality, reliable, accurate, fit for a particular purpose or need, non-infringing or free of defects or errors or able to operate on an uninterrupted basis, or that the use of the App by the User is in compliance with laws applicable to the user or that user information transmitted in connection with the App will be successfully, accurately or securely transmitted.

No Liability

To the fullest extent allowable under applicable law, in no event shall Carina Leagues (a) be liable to the User with respect to use of the App; and (b) be liable to the User for any direct, indirect, special, incidental, consequential, or exemplary damages, including, without limitation, damages for loss of goodwill, lost profits, loss, theft or corruption of User information, the inability to use the App or Device failure or malfunction. The User's sole remedy is to cease use of the App. To the fullest extent allowable under applicable law, in no event (but subject to the maximum extent permitted by applicable law) shall the aggregate liability of Carina Leagues, whether in contract, tort (including negligence), strict liability or otherwise, arising out of or relating to the use of or inability to use the App exceed any compensation the User pays, if any, to Carina Leagues for access to or use of the App during the six months period immediately prior to the event giving rise to such liability. Certain legislation, including the Competition and Consumer Act (Cth), may imply warranties or conditions or impose obligations upon Carina Leagues that cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which Carina Leagues are able to do so, the liability of Carina Leagues and its affiliates under those provisions will be limited, at its option to: (1) in the case of goods, the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and (2) in the case of services, the supplying of the services again; or the payment of the cost of having the services supplied again.

Marks, App and Content

The Carina Leagues logo, and other Carina Leagues trademarks, service marks, graphics and logos used in connection with the App are trade marks or registered trade marks of Carina Leagues (collectively "Carina Leagues Marks"). Other trade marks, service marks, graphics and logos used in connection with the App are the trademarks of their respective owners (collectively "Third Party Marks"). The Carina Leagues Marks and Third Party Marks may not be copied, imitated or used, in whole or in part, without the prior written permission of Carina Leagues or the applicable trade mark holder. The App and the Content are protected by copyright, trade mark, patent, trade secret, international treaties, laws and other proprietary rights, and also may have security components that protect digital information only as authorized by Carina Leagues or the owner of the Content.

Governing Law and Jurisdiction

These Terms are governed by the laws of New South Wales, without regard to conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. User irrevocably consents to the exclusive jurisdiction of the courts of Queensland for purposes of any legal action arising out of or related to the use of the App or these Terms.

Changes

Carina Leagues reserves the right to change or modify these Terms or any other Carina Leagues Policies related to use of the App at any time and at its sole discretion by posting revisions on the Carina Leagues website. Continued use of the App following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

Severability

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

Contact Carina Leagues

Any questions, complaints or claims regarding the App should be directed to:

Carina Leagues Customer Service

Carina Leagues Club

1390 Creek Rd, Carina QLD 4152

3843 9200