



WOLLOMBI VALLEY LOCAL

Terms and Conditions

Who Are We?

Wollombi Valley Local (**APP**) is owned by Annie Snell (**WVL, we, our, us**).

WVL has established this App as a vehicle for the public (**Users**) to access listings of businesses, provide reviews on local businesses in the Wollombi Valley Region and neighbouring suburbs (**Local Business**) and to engage with other Users and to source information about Wollombi Valley, New South Wales.

Terms of use

These terms of use, the privacy statement and editorial policy (known collectively as **Terms of Use**) govern access to, use of and submission of content to the App, Wollombi Valley Local (App Store) and all other social media sites and WVL publications by Users and Local Businesses (known collectively as **you, your**).

Policy acknowledgement

Our Privacy Policy and our Editorial Policy can be found below. By using our App this indicates to us that you have read, understood and agree to those policies, which form part of our Terms of Use.

Editorial Policy

WVL is about providing relevant, useful and informative information about Wollombi Valley for residents and visitors. The content on this App has been included in good faith and we include information from free public information that is widely available and recommendations from our Users and comments posted by followers on our www.facebook.com/wollombivalleylocal and local Wollombi Valley Facebook Group pages. You must ensure that you always check the information provided is up to date before entering into any commitment or taking any action based on our content. You acknowledge that any content or recommendation is not formal advice and you should always seek your own professional advice.

Comments/Reviews Moderation Policy

WVL encourages and appreciates comments from our Users on our listings. However, those comments must contribute to a neighbourly conversation, and in general they cannot be abusive, contain personal attacks, be inflammatory, racist or be overly profane. WVL reserve the right to make the decisions about which comments violate these ground rules, and will moderate the comments at our discretion.

Changes to Terms of Use

We may change our Terms of Use at any time by publishing those changes on the App. Your continued use of the App after any changes to our Terms of Use have been made and published indicates your acceptance of those changes.

Your access/use implies agreement

By accessing or using the App, or other services we offer you from time to time, you accept the Terms of Use. If you do not agree to the Terms of Use, you must not access or use the App.

Local Business information

We publish information and data about Local Businesses in our (Business Directory) on the App.

We make no representations or warranties about the truth, accuracy, completeness, security or currency of the content or information contained on our App (**Our Content**), including the competence, character or identity of any Local Businesses listed on the App.

Access to our App

You are allowed to view, use, copy, and distribute materials found on the App for internal, non-commercial and informational purposes only. However, you are

prohibited from data mining, scraping, crawling, or using any process or processes that send automated queries to the App. You may not use the App to compile a collection of listings, including but not limited to a competing listing product or service. If you would like to reproduce any information on this App please contact us.

Submission of Content

You acknowledge that all content (including text, images and any other data) submitted to or through us (whether this be via email, comment form, blog, enquiry, posting of review or recommendation, on our App/facebook page or Instagram page or by any other means) and includes information on other pages on our App (**Your Content**) will not be considered confidential or proprietary and we are under no obligation to keep such information confidential.

By submitting Your Content through the App, you grant us a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide licence to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, display, or sublicense any such communication in any medium and for any purpose, including commercial purposes, and to authorise others to do so.

You must **not** submit information that:

- you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
- publicly reveals sensitive or confidential personal information about yourself or others such as an email address, phone number or address;
- and
- would infringe the intellectual property rights of third parties.

Recommendation and Review Policy

Your Content may be seen and used by other Users and Local Businesses. We are not responsible for misuse or misappropriation of any of Your Content.

You must not submit content or use the App in any manner or for any purpose which is illegal or prohibited by any laws that apply to you or violate our rights in any way or is otherwise prohibited by our Terms of Use.

We do not endorse, support, sanction, encourage, verify or agree with Your Content including without limitation the comments, opinions, or statements posted or otherwise contained on the App.

All ratings and recommendations are reviewed before publication to the App and we reserve the right but have no obligation to, amend, supplement, delete or update Our Content and Your Content, without notice to you and at our sole discretion. However, if we become aware of any defamatory, misleading, false or offensive material in Your Content, we will remove such material.

Our decision in relation to edit, delete or remove content is final and no correspondence will be entered into.

By submitting a rating and recommendation you acknowledge and agree that the recommendation and rating (**Recommendation and Review**) is in place for Users to inform other Users about the experiences Users have had with a Local Business.

By submitting a Recommendation and Review, Users acknowledge and agree to the following:

- that the recommendation and rating is true and accurate to the best of the User's honest knowledge and belief;
- that the User has been a customer of the Local Business for which the User is submitting the recommendation and rating the User has no connection (other than a customer-business relationship) to the owner or any employee of the Local Business or any trade competitor of that business;
- the User may submit as many recommendations and ratings as the User wishes, but the User may only submit one recommendation for each Local Business during a 12 month period;
- that the User is legally responsible for everything the User submits and indemnifies us against any claim in law, equity or otherwise which may

arise from the posting of the User's the recommendation and rating on the App; and

- that the User must not identify the name of any employee or agent of the Local Business.

Outbound links

The App may contain links to third party websites which in turn may contain hyperlinks to further third party sites (known collectively as **Linked Sites**). These are provided for your convenience only and you are responsible for evaluating whether you want to use a Linked Site.

We do not control, we are not responsible for and we do not endorse any features, content, advertising, products or other materials on or available from a Linked Site.

Business Directory

If you are a Local Business, you acknowledge by submitting a business listing to the App (**Listing**) that:

- you are a director of the company, the business owner, or have authority to speak directly on behalf of the company director or business owner;
- all information you submit is correct, accurate to the best of your knowledge and that you agree to its publication without conditions;
- you will be held responsible for the accuracy of all data that you submit;
- you are the rightful and legal owner of any trade mark, logo or other insignia that you provide for publishing on the App;
- you are legally responsible for everything the you submit and indemnify us against any claim in law, equity or otherwise which may arise from you posting any content on to the App;
- A local business may request removal of the Listing at any time;
- WVL may remove your Listing if you close your business, your business is being investigated by an official authority or government body or in WVL's unfettered discretion your business is not providing the service level required to be listed in our business directory.

Disputes

You acknowledge that the App is a venue only and we are not a party to, and do not participate in any transaction between you and any Local Business or other User. So if a dispute arises please seek professional advice rather than contacting us.

Ownership of intellectual property

You acknowledge that all materials displayed on the App, including without limitation all information, text, materials, graphics, software, tools, results derived from the use of software and tools, advertisements, names, logos and trademarks on the App (**Intellectual Property Rights**) are our property or the property of their respective owners and are protected by copyright, trademark and other intellectual property laws unless expressly indicated otherwise on the App.

Except as expressly permitted by the Terms of Use and to the extent the law otherwise permits, you may not in any form or by any means use, adapt, reproduce, copy, modify, store, distribute, print, display, perform, publish or create derivative works from any part of this App or commercialise any of our Intellectual Property Rights obtained from any part of this App.

You may not contact any business listed on this App, using the contact details they have published on this App, to approach them in regards to offering online advertising packages.

Liability and Indemnification

To the extent the law permits, neither we, nor our directors, officers, agents, employees or contactors will be liable for any loss or damage, however, arising (whether in negligence or otherwise), in connection with your use of the App, any Linked Site or Our Content or any omissions from Our Content.

You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable legal costs) related to all third party claims, charges, liabilities and investigations caused by:

- your failure to comply with the Terms of Use, including, without limitation, your submission of content to us that violates third party rights, including the intellectual property rights or applicable laws; and
- any activity in which you engage yourself, or through us.

Disclaimer

To the extent permitted by law, the App is provided to you 'as is' without warranty, either express or implied, statutory or otherwise, including but not limited to the implied warranties of truth, accuracy, reliability, title, merchantability, non-infringement of third parties' rights, and fitness for any particular purpose, or any other warranty, condition, guarantee or representation (whether oral or in writing), including but not limited to the accuracy or completeness of any information contained therein or provided by Us.

If any statute implies warranties into these Terms of Use that cannot be excluded, nothing in these Terms of Use operates to exclude them.

You acknowledge that your use of the App, your Content, Our Content, Listings and Linked Sites is entirely at your own risk.

We do not accept responsibility for any interference or damage to your computer system or data which arises in connection with your use of the App.

Although reasonable precautions have been taken, we do not guarantee that access to the App will be uninterrupted, or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted on the App.

Termination

We may terminate your access to this App at any time without reason and without notice. The Terms of Use survive any such termination.

Jurisdiction

The Terms of Use are governed by the laws in force in New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts in New South Wales.

Definitions

Terms that are in (**bold and brackets**) are defined terms.

Privacy

This App (Wollombi Valley Local) is owned and operated by Annie Snell.

As a matter of good business, WVL and its related companies recognise your need for appropriate protection and management of any personally identifiable information you share with us.

As part of our normal operations we may collect your information. This Privacy Policy describes the type of information we may collect and what may happen to that information.

This policy applies to all products and services provided by WVL. It also covers websites hosted by WVL or other third parties. WVL will take reasonable steps to comply with all applicable laws around the globe that are designed to protect your privacy.

This Policy's intention is to tell you as much as possible about how WVL uses and manages personal information provided to, or collected by WVL, so you can make informed decisions about how you allow us to use your information.

WVL may, from time to time, review and update this Privacy Policy to take account of new laws and technology and changes to WVL's operations. All personal information held by WVL will be governed by WVL's most recent policy, which is displayed on our App.

Any questions regarding this Policy or complaints regarding privacy should be sent to wollombivalleylocal@gmail.com. You will receive confirmation that your complaint has been received and regular updates until your complaint has been resolved.

What kind of personal information does WVL collect and how do we collect it?

Wollombi Valley Local collects a range of personal information from members of the public.

Wollombi Valley Local collects most information directly from you. We collect this information so you can request a product or service from Wollombi Valley Local, or communicate with Wollombi Valley Local by email, telephone or in writing.

In general, the type of personal information Wollombi Valley Local collects and holds could include (but is not limited to):

Contact details including address, email address and telephone number;

How Wollombi Valley Local uses Personal Information

Wollombi Valley Local uses personal information for the primary purpose for which it is collected and for such other secondary purposes that are related to the primary purpose. In general, Wollombi Valley Local uses personal information for the following purposes:

To help Wollombi Valley Local manage and enhance its business; ;

To provide people with ongoing information about Wollombi Valley Local in which they may have an interest

Links to Third Party Websites from Wollombi Valley Local App

Wollombi Valley Local operates an App relating to its products and services and general business. To the extent that Wollombi Valley Local App contain links to sites operated by third parties and not related to Wollombi Valley Local products or services ("Linked Websites"), the Linked Websites are not controlled by Wollombi Valley Local and we are not responsible for the privacy practices of those companies. Before disclosing your personal information to Linked Websites, we advise you to examine their privacy policies.

To whom might Wollombi Valley Local disclose Personal Information?

Wollombi Valley Local may disclose personal information it collects about you to a related company to assist in developing WVL website and facebook page.

How does Wollombi Valley Local treat Sensitive Information?

In referring to 'sensitive information' Wollombi Valley Local means information relating to a person's racial or ethnic origin, membership of political bodies, religions, trade unions or other professional or trade association, sexual preferences, criminal record and health information.

If you decide to provide Wollombi Valley Local with sensitive information, it is Wollombi Valley Local's policy that this information will be used and disclosed only for the purpose for which it was provided or a directly related secondary purpose, unless you agree otherwise, or use or disclosure of this information is allowed by law.

Management and security of Personal Information

Wollombi Valley Local has appointed a Privacy Officer to oversee Wollombi Valley Local's management of personal information in accordance with this policy. Wollombi Valley Local has also directed staff that personal information must be dealt with in accordance with this policy and that personal information must be kept secure from unauthorised access or disclosure.

Updating Personal Information

Wollombi Valley Local endeavours to ensure that the personal information it holds is accurate, complete and up-to-date. Wollombi Valley Local encourages you to contact us as soon as possible in order to update any personal information it holds about you.

Wollombi Valley Local will not store personal information longer than necessary. Where Wollombi Valley Local no longer requires any personal information that it holds, that personal information will be destroyed or Wollombi Valley Local will remove from it any details that will identify individuals.

You have the right to check what Personal Information Wollombi Valley Local holds about you.

You have the right to obtain access to any personal information which Wollombi Valley Local holds about you and to advise Wollombi Valley Local of any perceived inaccuracy. There are some exceptions to this right, which are governed by the appropriate laws within each country.

To make a request to access any information Wollombi Valley Local holds about you, please contact the Privacy Officer at Wollombi Valley Local in writing via our Contacts page. Wollombi Valley Local will require you to verify your identity and specify what information you require. Wollombi Valley Local may charge a fee to cover the cost of verifying your application and locating, retrieving, reviewing and copying any material requested. If the information sought is extensive, Wollombi Valley Local will advise of the likely cost in advance and can help to refine your request if required.