



Tradie In Your Pocket Terms & Conditions

Revision B
Date: 22/07/2016

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1. Acknowledgment

This Website and Online Directory is owned and managed by **(Tradie In Your Pocket)** and is made openly available on the Internet based on the following Terms of Use. In visiting and using the website - as either a commercial member or a casual visitor - you demonstrate your agreement to fulfil these Terms of Use and agree that you will not use the website for any purpose or in any way which is illegal or which contravenes these Terms of Use. At any time and without notice **(Tradie In Your Pocket)** may vary these Terms of Use, amend the website or withdraw the website in whole or in part.

Throughout the Terms of Use, the expression 'person' includes a body whether a sole trader or individual, corporation, partnership or business name, public organisation or otherwise, or any other entity.

2. Website Copyright

You accept and agree that the name **(www.tradieinyourpocket.com.au)** and its visual logo or type expression - whether electronic or in print - are commercial trademarks owned by **(Tradie In Your Pocket)**. No other person is permitted to use or reproduce - or allow anyone else to use or reproduce - these trademarks for any reason whatsoever. The website database rights and all other intellectual property rights within this website's information, other content, text, photographic, name and logo, are the commercial property of **(Tradie In Your Pocket)**, its licensors or persons listed or advertising on the website. As a casual visitor or as a Member you do not receive any interest in that property. You must not do anything to interfere with those rights.

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3. Website Membership (advertising)

Membership in the on the website entitles you to advertise your Business or Service on the website - either as a Free (trial period) or Paid Listing, or as one of the paid Feature Packages. Any and all of such advertising participation is dependent on your acceptance of the Terms of Use and compliance with all the conditions therein, plus your understanding and acceptance of the Disclaimer and Privacy details as set out on the Website. You must warrant that you are the owner of a business or service, or are otherwise properly authorised to provide information and other material to **(Tradie In Your Pocket)** for uploading to the website and that all material so provided is accurate and is in compliance with Local, State and National Laws and Regulations. You agree to use the website and its facilities only to upload, send and receive messages that are pertinent to the particular service you offer, and that cannot be considered as Spam items or messages. You must ensure that you upload only images or photographs which you originated - or on which you either own or control the rights, or have obtained the owner's consent to use - to avoid any copyright infringement. You will Indemnify **(Tradie In Your Pocket)** its directors, employees and agents with regard to any claim whatsoever made against them based in any breach of these Terms of Use - or Local, State or National Law - by yourself independently. You must not Offer your products or services "out of area". For example, a Rockingham carpenter purporting to solicit work in Karratha would not only be unrealistic but also risk antagonizing website visitors and negating the whole exercise. You must not Use the website to undertake third-party surveys, to introduce contests or pyramid schemes, or to distribute Spam or any form of unsolicited mail. You will not Use any false name or create any false identity on the Website - or assume the name or authority of another person, or fraudulently claim commercial association or affiliation with another person. You will not Post or upload any material that is offensive, obscene, discriminatory, defamatory or otherwise illegal to publish.

Should you provide any information that is untrue, misleading or inaccurate, or should **(Tradie In Your Pocket)** reasonably suspect that such information is not true, not accurate, then **(Tradie In Your Pocket)** reserves the right to remove any or all 'Listings' and 'Advertising Packages' included in your Membership - and further, to terminate your Membership and decline to grant future membership to you. In such instance as above, no fees paid by you to **(Tradie In Your Pocket)** shall be refundable.

NOTE: Whilst **(Tradie In Your Pocket)** respects and works within the Privacy Act, it will of course cooperate fully with any law enforcement authority in any jurisdiction in respect of any lawful direction or request to disclose the identity or other information in respect of anyone posting any material which violates any applicable or relevant law or the Terms of Use, where pertinent.

4. Privacy Policy

This Privacy Policy applies to the online directory service **(www.tradieinyourpocket.com.au)** (the Website) - offered by **(Tradie In Your Pocket)** for the information of Website visitors, and the promotion of Tradesmen/Suppliers most specifically the Policy relates to the collection, storage, use and possible transmission by **(Tradie In Your Pocket)** of the data you supply to Website as either a Visitor or a Tradesman/Supplier advertiser.

It is recommended that as well as reading this Privacy Policy, you should carefully read the Terms of Use provided, before proceeding to access and use the Website. Your access and use - beyond the Home Page - of any other page/s in the website indicates your acceptance and approval of both the supplied Privacy Policy and the Terms of Use.

5. Collection of information

(www.tradieinyourpocket.com.au) collects information from you - both through commercial Member (Advertiser) registrations, and through Member (Visitor) registrations - in a legal and open fashion, respecting the appropriate Acts and Laws.