

Dig-In

WEBSITE TERMS OF USE

These terms and conditions apply to the **Dig-In** website located at www.dig-in.com.au (the 'Site') and all associated social media operated by **Dig-In**. Please read these terms and conditions (the '**Terms and Conditions**') carefully. BY USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS:

1. Introduction

These Terms and Conditions govern your use of, and any purchase from, the **Dig-In** Site, and constitute an agreement between you and **Dig-In**. **Dig-In** reserves the right to change or modify any of these Terms and Conditions or any policy or guideline of the Site at any time, and in its sole discretion. Any change or modification will be effective immediately upon posting of the revisions on the Site. Your continued use of the Site following the posting of its changes or modification will constitute your acceptance of such changes or modifications. Therefore, you should regularly review these Terms and Conditions and any other application policies each time you use the Site. If you do not agree to any amended terms, you should not use the Site or purchase goods from the Site.

2. Use of the Site

- 2.1 We grant you a non-exclusive, world-wide, non-transferable licence to use the Site in accordance with these Terms and Conditions.
- 2.2 You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Site for your own personal, non-commercial use.
- 2.3 You must not add any content to the Site:
 - (a) unless you hold all necessary rights, licences and consents to do so;
 - (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - (c) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - (d) that would bring us, or the Site, into disrepute, or which may expose **Dig-In** or users of the Site to any harm or liability of any kind; or
 - (e) that infringes the intellectual property or other rights of any person.
- 2.4 You acknowledge and agree that:
 - (a) we retain complete editorial control over the Site and may alter, amend or cease the operation of the Site at any time in our sole discretion; and
 - (b) the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

- 2.5 You agree to indemnify, defend and hold **Dig-In** and its affiliates, licensors and suppliers harmless from any liability, loss, claim and expense, including reasonable legal fees, related to a breach by you of these Terms and Conditions or to your use of the Site.

3. Intellectual Property Rights

- 3.1 Nothing in these Terms and Conditions constitutes a transfer of any intellectual property rights. You acknowledge and agree that we own all intellectual property rights in the Site.
- 3.2 The content, organization, gathering, compilation, logos, all designs, text, pictures, data, software, sound files, digital conversion and other materials related to the Site are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights, and, the copying, redistribution, use or publication by any person of any such content or any part of the Site is prohibited.
- 3.3 You acknowledge and agree that **Dig-In** is, unless otherwise stated, the owner of all copyright, trademark and other proprietary rights in the Site and its contents. Without limitation of the foregoing, we own a copyright in the Site as a collective work and/or compilation, and in the selection, co-ordination and arrangement of the information and content in the Site. You may not publish, distribute, extract, re-utilise, or reproduce any part of the Site in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with any limited use licence expressly granted under this Site, or as permitted by the *Copyright Act 1968* (Cth). Except as expressly provided in these Terms of Use and the copyright notice, we grant no rights to you under any patents, copyrights, trademarks, trade secrets or any other proprietary rights. You may not without our prior written permission use any computer code, data mining software, "robot", "bot", "spider", "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this Site or accessed through this Site. You also may not: engage in the mass downloading of files from this Site; use the computer processing power of this Site for purposes other than those permitted above; or flood this Site with electronic traffic designed to slow or stop its operation.

4. Privacy

Please refer to our [Privacy Policy](#) for information on how **Dig-In** collects, uses and discloses personal information from its customers.

5. Product Descriptions

- 5.1 **Dig-In** makes every attempt to ensure that the descriptions of our products are as accurate and complete as possible. In order to give you the opportunity to view our products in detail, some products may appear larger or smaller than their actual size in our photographs, and since every computer monitor is set differently, colour and size may vary slightly.
- 5.2 We try to display the colours of our products as accurately as possible. Nevertheless, as the actual colours you see will depend on your monitor, we cannot guarantee that your monitor's display of any colour will be accurate.
- 5.3 Prices and availability of the products listed on the site are subject to change without notice. All prices and charges as listed on the site are displayed and charged In Australian Dollars (AUD). The listing, description of, or reference to, a product on the Site does not imply that the product is presently available or that we endorse that product. In the event a product is listed at an incorrect price due

to a typographical error, error in pricing information received from a supplier, or any other reason, we shall have the right to refuse or cancel any order placed for such product at the incorrect price, even if the order has been confirmed and/or your credit card has been charged. If your credit card has already been charged for the purchase and your order is cancelled, we shall promptly issue a credit to your credit card account in the amount of the incorrect price. We reserve the right to substitute a product of equal value and nature if the original product becomes unavailable.

6. Ordering and Payment

- 6.1 Please ensure that you provide us with your correct billing address and telephone number when making payment. Incorrect information may result in a delay in processing your order.
- 6.2 By placing an order with us, you represent and warrant that:
- (a) the billing information supplied is true, correct and complete; and
 - (b) you will pay all costs and charges incurred by you at the amounts in effect at the time incurred, including all applicable taxes.
- 6.3 We reserve the right to refuse service or to cancel a transaction at any time if we reasonably believe that an unauthorised transaction has been made, or if payment is not received within our payment terms. We will not accept any future orders from customers who have not complied with our payment terms. **Dig-In** will not be liable for losses resulting from transactions which are carried out by you or any other person:
- (a) engaging in fraud;
 - (b) allowing unauthorised access to your account; or
 - (c) engaging in the misuse, loss or theft of your identity or account details.
- 6.5 We try to maintain our prices as current as possible. However, due to currency fluctuations, variations in market prices or unforeseen changes such as variations in supplier prices, there may be instances when there is a price change on an item you have ordered.

7. Use of our Products

- 7.1 **Dig-In** is an on-line retail store operated for dog products. **Dig-In** is designed to provide a natural health supplement that provides a long-term solution to improve your dog's digestive health and wellbeing.
- 7.2 The information supplied on this Site contains no warranty whatsoever with regard to the suitability of **Dig-In's** products for your dog. Information and statements made on the Site are not intended to diagnose, treat, cure, or prevent any disease or ailment. No warranty is made that any information on or linked to this Site is complete and/or accurate. All information contained on the Site is for informational purposes only and is not intended nor is it implied to be a substitute for professional veterinary advice or any information contained on or in any product packaging or labels.
- 7.3 **Dig-In** shall not be held liable for any damages resulting from the misuse of any product. Therefore, it is the sole responsibility of the customer to read all product instructions carefully, to use the product strictly for the purpose it was designed for, and to ensure that the product is used in a safe and reasonable manner.

7.4 **Dig-In** shall not be held responsible for any damages that occur due to an allergic reaction, or as the result of any other unforeseen occurrence.

7.5 To purchase a product from **Dig-In** you must be the legal age of majority as stated by the law of the jurisdiction in which you reside.

8. Advertising and Promotions

Dig-In may run advertisements and promotions from third parties on the Site from time to time. Your business dealings or correspondence with, or participation in promotions of, advertisers other than **Dig-In**, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third parties. **Dig-In** is not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such advertisers on the Site.

9. Third Party Content

Dig-In may provide links to web pages and content of third parties ('Third Party Content') as a service to those interested in this information. **Dig-In** does not monitor or have any control over any Third Party Content or third party sites. We do not endorse, sponsor or approve any such user generated or any content available on any linked website and do not warrant or represent the accuracy of any information contained in such sites. Your use of these links and Third Party Content is at your own risk.

10. Shipping

To help you plan when to expect your order, you'll find general information about estimated arrival dates in the 'Customer Service Page' under 'Shipping & Charges'.

11. Returns

Please refer to our [Returns Policy](#) for information on how to return products to **Dig-In**.

12. Indemnity

You agree to indemnify and hold harmless **Dig-In**, its owners, employees, independent contractors, service providers, advisors and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable legal fees) arising out of or related to any content you post, store or otherwise transmit on or through our Site or your use of or inability to use our Site, including without limitation any actual or threatened suit, demand, or claim made against **Dig-In** and/or its independent contractors, service providers, advisors, employees, directors or consultants, arising out of or relating to such content, your conduct, your breach of these Terms and Conditions, or your breach of the rights of any third party.

13. Termination

These Terms and Conditions terminate automatically if, for any reason, we cease to operate the Site. We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way

14. Disclaimer

14.1 Unless expressly provided to the contrary, this Site, its content or the information available on or through it is provided on an "as is" basis without warranties of any kind, either express or implied, including warranties of title or implied warranties

of merchantability or fitness for a particular purpose. You acknowledge that you use this Site and the products purchased on this Site at your own risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of this Site, and that **Dig-In** and its affiliates shall not be liable for any damages special, indirect or consequential of any kind related to your use of this Site. Warranties and return rights concerning such products are governed by terms provided elsewhere in this Site and by applicable law.

14.2 **Dig-In** strives to provide you with useful, accurate, and timely information and materials on this Site but assumes no responsibility for the accuracy and completeness of that information or those materials. **Dig-In** may change the content of any information or materials available on this Site, or to the products described in them, at any time without notice. However, **Dig-In** makes no commitment to update the information or materials on this website which, as a result, may be out of date. Information and opinions expressed in bulletin boards or other forums are not necessarily those of **Dig-In**. Neither **Dig-In**, nor its officers, directors, employees, agents, distributors, advisors or affiliates are responsible or liable for any loss damage (including, but not limited to, actual, consequential, or punitive), liability, claim, or other injury or cause related to or resulting from any information posted this Site. **Dig-In** reserves the right to revise these terms and/or legal restrictions at any time. You are responsible for reviewing this page from time to time to ensure compliance with the then-current terms and legal restrictions because they will be binding on you. Certain provisions of these terms and legal restrictions may be superseded by expressly designated legal notices or terms located on particular pages of this Site.

15. Liability

15.1 To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

15.2 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms and Conditions.

15.3 These Terms and Conditions are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option, the cost of:

- (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 replacing the goods or of acquiring equivalent goods; or
- (iv) the payment of having the goods repaired,

whichever is the lowest amount.

15.4 **Dig-In's** total aggregate liability for all claims relating to these Terms and Conditions and your use of the Site is limited to the price payable for any products purchased by you under these Terms and Conditions.

16. Governing Law

This Agreement is governed by the laws of the State of Queensland, Australia and, where applicable, the Commonwealth of Australia, and each party submits to the

jurisdiction of the courts of the State of Queensland, Australia and, where applicable, the Commonwealth of Australia.

17. General Provisions

17.1 Nothing contained in these Terms and Conditions creates any relationship of partnership or agency between the parties.

17.2 If a provision of these Terms and Conditions is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

17.3 These Terms and Conditions constitute the entire agreement of the parties about its subject matter and supersedes all other representations, arrangements or agreements. Other than as expressly set out in these Terms and Conditions, no party has relied on any representation made by or on behalf of the other.

17.4 A party will not be responsible for a failure to comply with its obligations under these Terms and Conditions to the extent that failure is caused by a Force Majeure Event, provided that the party keeps the other closely informed in such circumstances and uses reasonable endeavours to rectify the situation.

18. Contact

If you have questions regarding **Dig-In's** Terms and Conditions, please email: info@dig-in.com.au . To review **Dig-In's** Privacy Policy, [click here](#).

Acknowledgment

IT IS A CONDITION OF PURCHASING PRODUCTS THROUGH THIS SITE THAT YOU CLICK ON THE 'I AGREE' BUTTON AND AGREE TO BE BOUND BY THE TERMS OF THESE TERMS AND CONDITIONS,

If you don't click on "I Agree" then you will not be able to purchase any products.