

DELTA RUNNING PROJECT

TERMS AND CONDITIONS

INTRODUCTION

These terms and conditions shall govern your use of our website.

By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website. Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our cookie policy

COPYRIGHT NOTICE

Copyright (c) 2020 Delta Running Project

Subject to the express provisions of these terms and conditions:

- (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
- (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

CONDITIONS OF USE OF WEBSITE / LICENCE TO USE WEBSITE

You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;
- (d) stream audio and video files from our website; and
- (e) use our website services by means of a web browser, subject to the other provisions of these terms and conditions.

Except as expressly permitted by the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

You may only use our website for your own personal purposes, and you must not use our website for any other purposes.

Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or

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(e) redistribute material from our website.

We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

ACCEPTABLE USE

You must not:

(a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;

(b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

(c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;

(d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;

You must not use data collected from our website to contact individuals, companies or other persons or entities.

You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

LIMITED WARRANTIES

We do not warrant or represent:

(a) the completeness or accuracy of the information published on our website;

(b) that the material on the website is up to date; or

(c) that the website or any service on the website will remain available.

We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

LIMITATION OF LIABILITY / INDIRECT AND CONSEQUENTIAL LOSS

To the extent permitted by law in no event will we (or our employees, agents and subcontractors) be liable to you for indirect, special or incidental, punitive, exemplary or consequential loss, costs, expenses and damages (or any loss of revenue, loss of data, loss of profits or loss of opportunity whether the losses be direct or indirect), suffered or incurred by you and arising out

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of or in connection with your access to or use of the Website, any linked website, your reliance on any information obtained through the Website or your use of any services on the Website, regardless of whether liability is based on any breach of contract, tort (including negligence) or warranty, arises under statute, or any other basis of liability.

TERMS IMPLIED BY LAW

To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms is excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to, at our option:

- if the breach relates to goods, replacing, repairing or supplying goods equivalent to, those goods or paying the cost of replacing or repairing them or acquiring equivalent goods; or
- if the breach relates to services, re-supplying, or paying the cost of re-supplying, those services.

TOTAL LIABILITY

To the extent permitted by law, our total liability in respect of all claims in connection with this agreement (whether based in negligence or any other tort, contract, statutory liability or otherwise) will be the total sum of all fees paid or payable by you under this agreement up until and including the date the cause of action accrued.

The limitation of liability set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

INDEMNITY

You agree to indemnify us and our employees, agents and subcontractors, from and against any third party claims and all losses, expenses, damages and costs (including reasonable legal fees incurred on a solicitor/client basis) suffered or incurred by us, which arises as a result of your breach of these terms in your use of the Website.

INTELLECTUAL PROPERTY

Unless otherwise indicated and except for any functionalities provided by external websites, copyright in this Website (including its content, materials, recipes, exercise programs, text, graphics, logos, icons, sound recordings, video, software and advertisements) is owned or licensed by us. Information procured from a third party may be the subject of copyright owned by that third party. All rights are reserved by us.

All names, logos and trade marks on this Website are the property of their respective owners. Nothing on the Website should be interpreted as granting any rights to commercial use or to distribute any names, logos or trademarks, without the express written agreement of the relevant owners.

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We grant you a personal, limited, revocable, non-exclusive and non-transferable licence to access, view, listen to, use and print this Website and its content solely for your personal, non-commercial purposes and only for those purposes. Otherwise, to the extent allowed by law, no part of this Website may be reproduced, reused, retransmitted, adapted, published, broadcast or distributed without our prior written permission.

The following are examples of conduct that are not authorised by these terms:

- sharing the content of this Website or your account with other persons;
- publishing or posting any of the content (such as recipes or exercise programs) on any other website, including on social media pages or websites;
- registering or maintaining any social media pages or websites that misrepresent or are reasonably likely to misrepresent any affiliation with, or endorsement by, us; and
- systematic downloading or "scraping" of content of the Website.
- We may, from time to time, monitor your use of the Website to determine if you are in breach of these terms. Such monitoring may include:
 - the frequency and nature of any downloads; and
 - the time of access and IP addresses used to access the Website.

We may suspend, limit or terminate your access to the Website (at our discretion) if we reasonably suspect, based on the results of such monitoring, that you are in breach of these terms.

BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

VARIATION

We may revise these terms and conditions from time to time.

The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and

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conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. / We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.

If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

ASSIGNMENT

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

SEVERABILITY

If a provision of a contract under these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

If any unlawful and/or unenforceable provision of a contract under these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

THIRD PARTY RIGHTS

A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

LINKED WEBSITES

The Website (or User Content) may reference or link to third party sites on the internet. We have no control over these sites or the content within them. We cannot, and do not, guarantee, represent or warrant that the content contained in the sites is accurate, legal and/or inoffensive. We do not endorse the content of any third-party site, nor do we warrant that they will not contain viruses or otherwise impact your computer. By using the Website to search for or link to another site, you agree and understand that you will not make any claim against us for any damages or losses, however arising, which results from your use of the link to access another site.

PRIVACY POLICY

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The Privacy Policy document contains information about how you may access personal information that we hold about you, and how you may complain about a breach of the privacy laws, and how we will deal with such a complaint.

Our Privacy Policy can be viewed in full and are linked at the footer of the website.

LAW AND JURISDICTION

These terms are governed by the laws in force in New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of that jurisdiction, and courts hearing appeals from those courts.