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3) Jetty Dive reserves the right to amend this Site and your continued use is an acceptance of any such changes.

4) Jetty Dive reserves the right to terminate any Users’ use of this Site at any time without Notice and may do so for any breach of this Agreement.

5) This Agreement must be completed, understood and agreed to by a person over the age of 18 - if a parent or guardian wishes to permit a person under 18 to access the Site he or she may do so by granting explicit permission and acceptance of full legal responsibility. If you are not yet 18 or are accessing this Site from any country where this material is prohibited please exit now as you did not have proper authorisation.

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   (a) Not to make any false or fraudulent statements as you use this Site;
   (b) That all content and services available on this Site are the property of Jetty Dive and are protected by Copyright, Trade Mark registration, trade secrets and other proprietary rights and laws in Australia and internationally;
   (c) Any rights not granted are fully reserved by Jetty Dive, its Associates and its advertisers;
   (d) To pay for any and all purchases and services through the Site using your name and Credit Card or B-Pay facility (Biller Code) through this Site and not to challenge any such charges and to pay for all collections and/or legal fees resulting from any non-payment.
   (e) Not to chargeback payment made to Jetty Dive or dispute charges from or payment made to Jetty Dive or any Jetty Dive client.

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THIRD PARTY TRANSACTIONS

7) The Application provides an advertising platform for Merchants to offer special deals (Deals) and promote Merchant’s business - Jetty Dive will not be held accountable for compensation if any Merchant does not deliver the goods or services (Goods or Services) as stated in any Deal and indicated in the App.

8) The transaction occurs between you and the Merchant and Jetty Dive not being a party to the transactions cannot exchange or refund any Deal - refunds and exchanges can only occur via the Merchant and the User.

9) All Deals must be used or redeemed in accordance with any terms of the Deal and must be used by the expiry date and otherwise complied within the terms shown on the Deal or the Deal is invalid.

INDEMNITIES

10) You agree to indemnify Jetty Dive for any responsibility in the event that you suffer any damages or loss as a result of using or consuming any Goods or Services purchased through Deals where details of those Deals have been advertised and promoted on the App and you also further agree to indemnify Jetty Dive for claims or refunds for faulty Goods or Services purchased through Deals advertised and promoted on the App.

SERVER AVAILABILITY

11) The App is an online service relying on server availability and while the server operates 24 hours a day there is a possibility of intermittent failure but in the event of any failure or downtime due to technical faults or updates Jetty Dive will not be held accountable for compensation for Deals missed or not concluded as a result of this downtime.

12) Jetty Dive will endeavour to ensure the App and Website are secure and free from any viruses, bugs, spyware, Trojans and any other harmful technologies and the User agrees to these terms and will not hold Jetty Dive responsible for any damage howsoever caused.

RESERVATION OF RIGHT

13) Jetty Dive reserves the right to correct any error or inaccuracy that appears on any Deal represented on the App but cannot be held responsible in any way for errors or inaccuracies shown on the App.

LICENSE RESTRICTIONS

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3. unauthorised party and by using a secure Username and Password not easily guessed or ascertained by a third party.

16) You agree that you will not try to reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter any executable code, contents or materials on or received via this Site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that Jetty Dive shall pursue such penalties to the full extent of the law to protect its rights and the rights of other interested parties.

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17) You agree that you shall comply with all applicable export and import control laws and regulations in your use of this Site, or Goods or Services received through this Site, and, in particular, you shall not export or re-export anything on or received through this Site in violation or local or foreign export laws and/or without all required Australian, and foreign government licences and laws.

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**LINKS TO OTHER WEBSITE**

19) The Site contains links to other websites for your information and convenience, or to provide additional shopping for various other Goods and Services through our Merchant and Services Partners. These third-party websites are responsible for, and undertake to maintain, their own site terms of use. Jetty Dive suggests that you carefully review the terms of use of each site you choose to access from our Site.

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20) Except with regard to personal information, all information which you post on this Site or communicate to Jetty Dive through this Site (collectively “Submissions”) shall forever be the property of Jetty Dive. Jetty Dive shall not treat any Submission as confidential and shall not incur any liability as a result of any similarities that may appear in future Jetty Dive services or products or Goods and Services. Without copy, Jetty Dive shall have exclusive ownership of all present and future existing rights to any Submission of every kind and nature everywhere. You acknowledge that you are fully responsible for the message, including its legality, reliability, appropriateness, originality and Copyright. You hereby represent and warrant that your Submission does not infringe the rights of any third party.

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RETURNS
28) It is your responsibility to notify Jetty Dive as soon as possible if the item purchased is not suitable or if it has been damaged in transit. Jetty Dive will take all possible care in packing to ensure minimal movement within the package during shipping. Refunds will be processed upon receipt of the items in an as New Saleable Condition. Returns are to be sent at the cost of the returning party unless agreed by Jetty Dive prior to return item being sent. Jetty Dive reserves the right to reduce the amount refunded for damaged packaging where it left the store in new condition. Refunds will be reduced by the original cost of delivery, which may have been included in the cost of the goods. Any returns of products paid by AFTERPAY payments will incur a minimum of 10% restocking fee plus delivery costs, which will cover the cost of fees charged to Jetty Dive by Afterpay.

DEPOSITS AND COURSE BOOKINGS ON CHARTER TRIPS
29) Jetty Dive will provide the charter trip for bookings and courses. Once the customer has agreed to attend, they are considered “booked on”. Deposits and course fees will be taken to secure your booked position on the boat. It is the responsibility of the customer to attend the charter trip or give notice 48 hours prior to the trip if unable to attend. If customer fails to attend when “booked on”, all deposits will not be returned and part cost of course will be deducted ($150). A payment of $150 per trip missed by customer, will be required to be paid to continue course. If Jetty Dive cancels trip due to conditions or lack of numbers, deposits will be refunded.

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6 GIFT VOUCHERS

Gift Vouchers are a form of payment for goods or services. It is like cash or card payment and has a value at the time of purchase equivalent to the goods or services displayed on the voucher. Expiry Date of the voucher does not mean the payment will hold the price of the goods or services until that date, it purely means the voucher is valid and can be used as payment to the vouchers value till then. Gift Vouchers are non-refundable and cannot be exchanged for cash.

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35) This Site (excluding third party linked sites) is controlled by Jetty Dive from its offices within New South Wales, Australia. It can be accessed from other countries around the world to the extent permitted by the Site. As each country has laws that may differ from Australia, by accessing this Site, both you and Womas agree that the statutes and laws of Australia shall apply to any actions or claims arising out of or on relation to this Agreement or your use of this Site, without regards to conflicts of laws principles thereof. You and Jetty Dive also agree and hereby submit to the filing of any claim only in the exclusive jurisdiction and venue of New South Wales, Australia and any legal proceedings shall be conducted in English. Jetty Dive makes no representation that materials on this Site are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited.

MISCELLANEOUS

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SHIPPING

37) Jetty Dive will ship within 5-7 working days of purchase to anywhere in Australia. Where a product or service is not available, the purchaser will be notified on the next business day of an approximate delivery date. Generally orders will be sent by Australia Post and it is recommended that you purchase additional insurance for your items as once they are dispatched they can be tracked to your doorstep. Jetty Dive shipping is subject to Australia Post’s shipping conditions. If you prefer to use an alternate shipping company - please notify us at the time of placing your order.

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REFUND POLICY

38) Refunds will be offered in instances where it is agreed that a new item is faulty and cannot be repaired and at the discretion of Jetty Dive staff. Every effort will be made to ensure any merchandise required to be returned to a manufacturer as fast as possible, so it can be returned to the original purchaser in the shortest possible time-frame. Jetty Dive will not issue a refund if you simply change your mind about something you bought, we will however, offer you a store credit to the value of the purchase price. The item must be returned in an as new sale-able condition.

PRODUCT AVAILABILITY & LIMITATIONS

39) Given the popularity and/or supply constraints of some of our products and/or services, Jetty Dive may have to limit the number of products and/or services available for purchase. Jetty Dive reserves the right to change quantities available for purchase at any time, even after you place an order. Furthermore, there may be occasions when Jetty Dive confirms order but subsequently learns that it cannot supply the ordered product. In the event we cannot supply a product or service you ordered, Jetty Dive will cancel the order and refund your purchase price in full or offer an alternative.

40) This Site reserves the right to revise these provisions at its discretion, so check back from time to time to be sure you are complying with the current version.

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