Buzz Inck Pty Ltd: Where's Buzz - Terms of Use.

These Terms of Use apply to the use of this App. We may modify and update these Terms of Use at any time, without notice. You need to ensure you review the Terms of Use from time to time. By using this App you agree to be bound by these Terms of Use as well as any and all general terms and conditions posted in our App and our website from time to time. If you do not accept these Terms of Use, you are not permitted to use this App.

Definitions.

- " App " means the software application for mobile phones.
- "You " means each end user or participant.
- "We ", " our ", " us " means Where's Buzz (Buzz Inck Pty Ltd).
- " Buzz Inck " means Buzz Inck Pty Ltd.

General.

By using this App, you agree and acknowledge that the App may use third party vendors and hosting partners to provide the necessary software, hardware, service and storage, as well as anything related to the running of the App.

Unless otherwise specified, the App is for your own personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, software, products or services obtained from the App, which are not your own intellectual property.

Modification or Termination of App.

We reserve the right at any time and from time to time to modify or discontinue the App, either temporarily or permanently, with or without notice. We shall not be liable to you or any third party for any modification, price change, suspension or discontinuance of the App.

From time to time we may issue an update to the App which may add, modify and /or remove features from the App. These updates may be pushed out automatically with little or no notice.

Liability.

Your use of the App is at your sole risk. The App is provided on an 'as is ' and ' as available ' basis. We make no warranty that the App services will meet your requirements or be available on an uninterrupted, secure or error free basis.

By using this App, you agree that we are not liable for any inaccuracy, error or failure of the software. In addition, we are not liable for any loss or damage arising from any download on your use of this App, including any viruses, system failure, consequential, indirect, incidental, special or direct loss or damage to your software or hardware.

Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

Intellectual Property.

All custom graphics, icons, logos and service names are registered trademarks, trademarks or service marks and belong to Where's Buzz (Buzz Inck Pty Ltd).

All other trademarks or service marks within this App are the property of their respective owners. Nothing in these Terms of Use grants any right to use any trademark, service mark, logo, and/or our name or that of the owner.

You are solely responsible for obtaining permission before reusing any copyright material that is available on our App. Any unauthorized use of materials appearing on our App may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

Governing Law.

These Terms of Use are governed by the laws of the Commonwealth of Australia which are in force from time to time and both you and we agree to submit to the jurisdiction of the Courts of the State of Victoria (Commonwealth of Australia) for determining any dispute concerning the Terms of Use.