

Terms and Conditions

These terms and conditions are the contract between You and Diesel Help Australia (DHA) (“us”, “we”, etc). By visiting or using Our Website or make an order for Service You agree to be bound by them.

Purple Flamingo PTY LTD trading as Diesel Help Australia, is a company registered in Australia - ACN 625947159. Our address is PO BOX 9012, Burnett Heads, Queensland, Australia 4670.

Accessing the DHA Website for automotive trade technical information, whether a free or charged Service, You agree to be bound by the Terms. If you do not agree with it, you should leave Our Website immediately.

Please read the following terms and conditions of use carefully.

1. Definitions

In this agreement, the following words shall have the following meanings, unless the context requires otherwise:

“Copy or Publish”	with reference to a Licensed Product, means reproducing or publishing in whole or in part, using any means, in any medium. It includes breaking up, changing, cropping or any other change or use as part of some other created work.
“DHA Membership”	means any service we provide, whether through Our Website or otherwise. It includes the membership service we provide as set out on Our Website and in this contract.
“Our Website”	means the website at www.dieselhelp.com.au or other services designed for electronic access by mobile or fixed devices which is owned or operated by us
"Intellectual Property"	means intellectual property owned by us including patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, creations and inventions, together with all rights which are derived from those rights. It includes in particular the Know-

how, software, systems and methods we may use to perform the Service with you.

“Know-how”	means methods, procedures and ways of working and organising which are not capable of protection as copyright.
“Licence”	means the licence granted by us to you in the terms of this agreement for use of the Licensed Product.
“Licensed Product”	means the DHA Membership, sale of HaynesPro or any product, material or thing offered for licence by us on DHA Website, including the software, and whether or not bought by you. A reference to “Product” shall be a reference to all or part of a Licensed Product or to a Product changed by you in any way.
“Manual Renewal”	is the alternative payment type taken via Capricorn Society.
“Services”	means all of the services available from DHA Website, whether free or charged.
“You”	means the business/organisation that has purchased DHA Services.

2. Our contract

- 2.1. These terms and conditions regulate the business relationship between You and us. By purchasing a DHA Membership, Services or using Our Website free of charge, you agree to be bound by them.
- 2.2. We do not offer the Services in all countries. We may refuse to provide the Services if you live in a country we do not serve.
- 2.3. Subject to these terms and conditions, we agree to provide to you some or all of the Services described on DHA website at the prices we charge from time to time.
- 2.4. Our contract with you and Licensed Product to you, lasts for 12 months. Any continuation by us or by you after the expiry of 12 months is a new contract under the terms then posted on DHA website. Your continued use of our Services after that shall be deemed acceptance by you of the changed Service, system and/or terms.
- 2.5. The contract between us comes into existence when we receive payment from you for a Service.

- 2.6. If we give you free access to a Service or feature on DHA website which is normally a charged feature, and that Service or feature is usually subject to additional contractual terms, you now agree that you will abide by those terms.
- 2.7. We may change this agreement in any way at any time. The version applicable to your contract is the version which was posted on DHA website at the time that the contract was made.

3. DHA Membership

- 3.1. Details of the cost and benefits of DHA Membership are as set out on Our Website.
- 3.2. If any information you provide is inaccurate, the Licence is automatically terminated, and no refund of money will be due to you.
- 3.3. You acknowledge that Diesel Help Australia owns all right, title and interest in and to the Licensed Product and that you have no right to use it beyond the express terms of this agreement.
- 3.4. The purchase of **one** DHA Membership will grant You and Your employees in **one** workshop location a 12 month non-transferable License to access the membership benefits subject to the Terms and Conditions of the licensing agreement.
- 3.5. A single username and password is provided for You and Your employees to view the associated Membership area. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 3.6. At any time, You may use the My Account tab on DHA website to access your personal information, update your payment details or cancel your subscription.
- 3.7. Prior to the end of your 12 month DHA Membership a reminder message will be sent to your last known email address that your membership will be automatically renewed for a further 12 months.
- 3.8. The DHA Membership renewal fee will be automatically charged to the payment method, PayPal, Stripe or Manual Renewal which you purchased your Membership.
- 3.9. If the renewal payment method fails, we will suspend your License for up to 7 days. We shall email to inform You of the failed payment. After 7 days if a renewal payment has not been received we will terminate your DHA Membership.
- 3.10. If we terminate your DHA Membership due to non-payment You may lose access to the locked in renewal price originally purchased at.
- 3.11. Termination of this agreement by you or us at any time for any reason will not entitle you to a refund of monies paid.

- 3.12. We reserve the right to modify the DHA Membership rules or system and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the DHA Membership after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement. The terms that apply to you are those posted here on DHA website on the day you join as a member.

4. Interruption to Services

- 4.1. If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.
- 4.2. You acknowledge that the Services may also be interrupted for many reasons beyond our control.
- 4.3. You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

5. Restrictions on use of DHA Membership

You agree that You will not:

- 5.1. use the Licensed Product for any reason other than to maintain and repair diesel engines;
- 5.2. use a Licensed Product in part or as a whole, to incorporate it in any intellectual property of yours;
- 5.3. sub-license, rent out, lease, or lend the Licensed Product;
- 5.4. Copy or Publish a Licensed Product except as specifically allowed in this agreement;
- 5.5. represent or give the impression that you are the owner or originator of any Licensed Product;
- 5.6. remove any identification or reference number or other information which may be embedded in any file of a Licensed Product.

6. Indemnity

You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:

- 6.1. any act, neglect or default of yours in connection with this agreement or your use of the Services;

- 6.2. your breach of this agreement;
- 6.3. your failure to comply with any law;
- 6.4. any act, neglect or default by any agent, employee, licensee or customer of yours;
- 6.5. a contractual claim arising from your use of the Services.

7. Intellectual Property

You agree that at all times you will:

- 7.1. not disclose to any person the method of working or the Intellectual Property involved in our Services for you;
- 7.2. not cause or permit anything which may damage or endanger our title to the Intellectual Property;
- 7.3. indemnify us for any loss or expense arising from your misuse of the Intellectual Property;
- 7.4. on the expiry or termination of this agreement immediately stop using the Intellectual Property except as expressly authorised by us in writing;
- 7.5. not use any name or mark similar to or capable of being confused with any name or mark of ours;
- 7.6. so far as concerns Software provided or made accessible by us to you, you will not:
 - 7.6.1 copy, or make any change to any part of its code;
 - 7.6.2 use it in any way not anticipated by this agreement;
 - 7.6.3 give access to it to any other person than you, in this agreement;
 - 7.6.4 in any way provide any information about it to any other person or generally.

8. Disclaimers and limitation of liability

- 8.1. The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 8.2. The Our Website and Services are provided “as is” and all conditions, warranties expressed or implied are excluded from this agreement.
- 8.3. We make no representation or warranty that the Service we provide specifically to you will achieve the target or intended results.

- 8.4. We disclaim any obligation or liability to you arising directly or indirectly from information you take from Our Website.
- 8.5. You agree that in any circumstances when we may become liable to you, the limit of our liability is the amount you have paid us in the immediate preceding 12 months period for the Services concerned.
- 8.6. We will not be liable to you for any loss or expense which is:
 - 8.6.1 indirect or consequential loss; or
 - 8.6.2 economic loss or other loss of turnover, profits, business or goodwill even if such loss was reasonably foreseeable or we knew you might incur it.
- 8.7. This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.
- 8.8. If you become aware of any breach of any term of this agreement by any person, please tell us by email. We welcome your input but do not guarantee to agree with your judgement.
- 8.9. Nothing in this agreement will be construed as limiting or excluding our liability for death or personal injury caused by our negligence.

9. Miscellaneous matters

- 9.1. Our privacy policy is strong and precise. It complies fully with the current privacy law which is at [Privacy Policy](#).
- 9.2. When you visit Our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by e-mail or by posting notices on Our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 9.3. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 9.4. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 9.5. The validity, construction and performance of this agreement shall be governed by the laws of the State of Queensland and you agree that any dispute arising from it shall be litigated only in that State.