



Terms and Conditions of Use

Welcome to The Clearance Club!

The Clearance Club is a unique, all Australian owned and operated marketplace platform that allows you to browse goods from a wide range of sources - so you can enjoy thousands of great deals on a massive range of products!

Here you'll find our terms and conditions that apply to you when using the site. We hope you find your next Clearance deal with us!

1. User Agreement

1. By using The Clearance Club website (and App and mobile site) and our social media pages ("Website") you accept these terms and conditions ("Agreement") and our Privacy Policy. This Agreement is between you and The Clearance Club (referred to in this Agreement as "we", "us" or "our"). We may change these terms at any time, and changes will be posted on the Website. By continuing to use the Website, you agree to be bound by the changes.

2. terms applicable to marketplace

1. The Clearance Club operates as a marketplace platform that allows independent, third party retailers who abide by our standards to list goods on our Website ("Retailer's"). listings will contain the Retailer's details in addition to any terms of sale specific to the Retailer's goods.
2. You agree that as a platform for independent Retailers, we are not responsible for the transactions that occur between you and the Retailer, nor are we responsible for the Retailers goods or services to the extent permitted by law, The Clearance Club makes no warranty or representation regarding the standard of any goods or services to be supplied by the Retailer. Nothing in this clause is intended to have the effect of restricting or modifying your rights or our obligations that cannot be restricted or modified by law (including the Australian Consumer Law).

3. Registration and User Requirements

1. You must be a registered member to access some features of the Website or our services. When you register, you will provide us with personal information including your name, post code, and a valid email address. You must ensure this information is accurate and current.

2. By using the Website and its associated functionality, you grant your express consent to us to send you direct marketing communications to the email address you provide, from which you may unsubscribe at any time. Your consent to receipt of certain communications may be implied from the use of certain functional aspects of our service

4. Access and use of the Website

1. You must only use the Website through the interfaces provided by us and in accordance with these terms and any applicable law.
2. You must not (or attempt to):
 1. interfere (or attempt to interfere) or disrupt (or attempt to disrupt) our site or the servers or networks that host our site;
 2. use (or attempt to use) data mining, robots, screen scraping or similar data gathering and extraction tools on our site;
 3. interfere (or attempt to interfere) with security-related or other features of our site; or
 4. use, copy or distribute (or attempt to use, copy or distribute) content without our express permission.
3. We may refer fraudulent or abusive or illegal activity to the relevant authorities. If you have an account with us, you are solely responsible for the activity that occurs on your account, and you must keep your account password secure. We are not responsible for any unauthorised activity on your account if you fail to keep your account login information secure.
4. You must not use another member's account without our, and/or the other user's, express permission. If you suspect or become aware of any unauthorised use of your account or that your password is no longer secure, you must notify us immediately and take immediate steps to re-secure your account (including by changing your password).
5. We do not warrant that the Website will be available at all times and without disruption and we provide no warranties in relation to the content of any other website linked to or from our Website.

5. Information on this Website

1. Information about goods on the Website is based on material provided by third party retailers, suppliers and/or product manufacturers. Except as required by law (including the Australian Consumer Law) we cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to us or by these third parties.
2. You agree to make your own enquiries to verify information provided and to assess the availability and suitability of goods or services before you visit the retailer to attempt a purchase
3. Due to photographic and screen limitations associated with the representation of goods, some actual goods may differ to a small extent in visual appearance (for example in colour) from the way they appear on the Website.

6. Disclaimer and Liability

1. To the fullest extent possible at law, we exclude all liability to you or anyone else for loss or damage of any kind or nature relating in any way to the Website including, but not limited to, loss or damage you might suffer as a result of:
 1. errors, mistakes or inaccuracies on the Website or our social media pages;
 2. you acting or not acting, on any information contained on or referred to on the Website and/or any linked Website or our social media pages;
 3. personal injury or property damage of any nature resulting from your access to or use of the Website;
 4. any unauthorised access to or use of our secure servers and/or personal information and/or financial information stored on those servers;
 5. any interruption or cessation of transmission to or from the Website;
 6. any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through our Website by any third party; and/or
 7. the quality of any product or service of any linked sites.
2. We do not warrant, endorse, guarantee or assume responsibility for any product or service advertised or offered by a third party through the Website or any linked Website or featured in any banner or other advertising. We will not be a party to or in any way responsible for monitoring any transaction between you and third party Retailers of goods and services.
3. Where any law (including the Australian Consumer Law) provides a guarantee which may not be lawfully excluded, our liability will be limited to that provided by law.
4. Except as required by law, in no event shall we, or the retailers be liable for any loss or any special, incidental or consequential damages arising out of or in connection with our Website or this Agreement (however arising, including negligence). You agree to accept sole responsibility for the legality of your actions under the laws that apply to you. You agree that we or the retailers have no responsibility for the legality of your actions.

7. Indemnity

1. You will at all times indemnify, and keep indemnified, us and our directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by you or by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with or in respect of your conduct or breach of this Agreement.

8. Defective Goods

1. All goods displayed come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement for or refund for a major

failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

2. Any product warranty given by the relevant retailer will apply in addition to other rights and remedies you may have under the Australian Consumer Law.
3. Goods may contain warranty documents on or inside the packaging provided by the manufacturer of the product. Some warranty documents provided by manufacturers of imported goods may not apply in Australia. You should contact the manufacturer identified on the warranty document to determine whether or not the warranty applies to the goods in Australia and, if so, how you should go about making a claim under such a warranty.

9. Social Media and Content

1. You understand that all information, such as comments, messages, text, files, images, photos, video, sounds and other materials ("content") posted on, transmitted through or linked from the Website, our Facebook page, Twitter feed, or forum or other like application or site that allows for the publication of user generated material ("Social Media"), is the sole responsibility of the person from whom such content originated.
2. You understand that we do not control and are not responsible for content made available through the Website or Social Media unless it originates from us. Consequently, by using the Website or our Social Media pages you may be exposed to content provided by third parties that is offensive, indecent, inaccurate, misleading or otherwise objectionable. You use the Website at your own risk and to the extent permissible at law we do not accept liability in this regard.
3. As a member or participant on our Social Media pages, you agree that you are responsible for any content submitted, posted or made available through the Website and you must not post (or allow) content to be posted that:
 1. you do not have the right to post;
 2. is defamatory or in contempt of any legal or other proceedings;
 3. is misleading or deceptive;
 4. is offensive or discriminates against any group of persons being a group defined by reference to colour, race, sex, origin, nationality or ethnic or national origins;
 5. denounces religious or political beliefs;
 6. contains religious or political material;
 7. is indecent, obscene, vulgar, pornographic or offensive;
 8. infringes any copyright, trade mark, patent or other intellectual property right of another person;
 9. contains any unsolicited or unauthorised advertising or promotional material;
 10. contains or links to viruses, malware, spyware or similar software; or
 11. impersonates any person or misrepresents your relationship with any person.
4. We reserve the right, at our absolute discretion, to pre-screen, refuse or remove any content from the Website or our Social Media pages without giving any reasons.
5. You understand and agree that we may retain server and backup copies of your submitted content even if you have altered, removed or deleted your content from

public display.

10. Intellectual Property

1. All content, graphics, user and visual interfaces, photographs, trade marks, logos, sounds, music, artwork, and computer code, including but not limited to the design, structure, selection, coordination, expression and arrangement of such material contained or used in the Website is either owned, controlled, or licensed to The Clearance Club, or is otherwise subject to the intellectual property rights of third parties and is protected by copyright, patent and trademark laws and various other intellectual property rights. We reserve all intellectual property rights, including but not limited to, copyright in material and/or services provided or authored by us. Nothing in the Agreement gives you a right to use any of our marketing material, business names, trademarks, logos, domain names or other distinctive brand features.
2. Other trademarks used on the Website that belong to third parties are used with permission and remain the intellectual property of the third party.
3. You may not:
 1. modify or copy the layout or appearance of the Website nor any computer software or code contained in the Website; or
 2. decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the Website.
4. IF you correspond OR otherwise communicate WITH us, you automatically GRANT TO us an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence TO USE, copy, display AND distribute the content of your correspondence OR communication AND TO PREPARE derivative works of the content OR incorporate the content INTO other works IN order TO publish AND promote such content. This may include, but IS NOT limited TO, publishing testimonials ON our Website AND developing your ideas AND suggestions FOR improved goods OR services we provide.

11. Transfer and Assignment

1. You agree and acknowledge that, in the event that we merge, sell or otherwise change control of our company, our business or the Website to a third-party.
2. We shall be permitted without giving notice or seeking prior consent from you, to disclose the personal information and other data that we have collected from you to the third party.
3. We shall be entitled to assign the benefit of any agreements we have with you to the third party.

12. General

1. We will not be liable for any delay in performing any of our obligations under this Agreement if such delay is caused by circumstances beyond our reasonable control.

2. This Agreement will be governed by and interpreted in accordance with the laws of Victoria, Australia. You irrevocably submit to the exclusive jurisdiction of the courts of the State of Victoria, Australia.
3. If any part of this Agreement is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of this Agreement and the severed part will not affect the validity and enforceability of any remaining provisions.
4. If we do not exercise or enforce any right or provision under this Agreement, it will not constitute a waiver of such right or provision. Any waiver of any provision under this Agreement will only be effective if it is in writing and signed by us.

13. Privacy and Personal information

1. If you provide us with any personal information our **Privacy Policy** will govern how we will use or disclose that information. Please review and understand our **Privacy Policy**.