



AUSTRALIAN ORGANIC LTD

WEBSITE TERMS OF USE

1. Date

1.1 These Terms of Use were last updated on 14 May 2015.

2. Purpose

2.1 The purpose of these Terms of Use is to govern and regulate the access and use of the website owned by Australian Organic Ltd ("**Australian Organic Ltd**", "**we**", "**our**" or "**us**") under the domain names of "austorganic.com", "aco.net.au" and "organicschools.com.au" including any subdomains of those websites, mobile sites, apps, programs, social media groups and widgets (together called "**the Websites**").

3. Scope and Application

Application and acceptance of Terms of Use

3.1 If you browse or otherwise access any content or data on the Websites, you agree to be bound by these Terms of Use.

3.2 These Terms of Use form the basis on which you may access and use the Websites.

3.3 Your use of the Websites constitutes your acceptance of these Terms of Use.

No substitute for professional advice

3.4 Information on the Websites is indicative only and should not be regarded as a substitute for professional advice in any respect.

No warranty as to accuracy or reliability of information

3.5 Australian Organic Ltd is responsible for maintaining the Websites and makes no warranty as to the accuracy or reliability of the information contained therein (including, but not limited to, any content or information generated on the Websites by or on behalf of Australian Organic Ltd and any content on the Websites placed or generated by a third party).

3.6 Australian Organic Ltd and its related entities, directors, officers and agents disclaim all liability and responsibility for any direct or indirect loss or damage which may be suffered by any recipient through relying on anything contained in or omitted from the Websites.

4. Your warranty as to use of the Websites

- 4.1 You represent and warrant that your use of the Websites will comply at all times with these Terms of Use and any directions we may make to you in relation to your use of the Websites from time to time.

5. Restriction on use of the Websites

- 5.1 In accessing or using the Websites, you agree that you will not:

- use any automated device, software, process or means to access, retrieve, scrape, or index the Websites or any content on the Websites;
- use any device, software, process or means to interfere or attempt to interfere with the proper working of the Websites;
- undertake any action that will impose a burden or make excessive traffic demands on our infrastructure that we deem, in our sole discretion, to be unreasonable or disproportionate site usage;
- use or index any content or data on the Websites for purposes of competing with us in any manner that we have not specifically authorised;
- transmit spam, chain letters, contests, junk email, surveys, or other mass messaging, whether commercial or otherwise in nature;
- use the Websites or any content from the Websites in any manner which is, in our sole discretion, not reasonable and/or not for the purpose for which it is made available;
- violate the rights of any person, including (but not limited to) in respect of copyright, trade secret, privacy, or any other intellectual property or proprietary right;
- pose as any person or entity or attempt to solicit money, passwords or personal information from any person;
- act in violation of any of these Terms of Use or other condition posed by us or any applicable law at any point in time;
- reproduce, republish, retransmit, modify, adapt, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Websites or any content on the Websites, unless and except as expressly authorised by us; or
- transmit or attempt to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature to or via the Websites.

- 5.2 We reserve the right to exercise whatever means we deem necessary to prevent unauthorised access to or use of the Websites, including but not limited to instituting technological barriers preventing you from accessing the Websites or reporting your conduct to any person or entity.

6. Copyright, Intellectual Property and Logos

Copyright

- 6.1 The subject matter on and accessible from the Websites and publications is copyright.
- 6.2 Apart from fair dealing permitted by the *Copyright Act 1968* (Cth), Australian Organic Ltd grants visitors to the Websites permission to download copyright material for private and non-commercial purposes only.
- 6.3 For reproduction or use of such copyright material beyond those outlined here, written permission must be obtained directly from Australian Organic Ltd or the relevant copyright owner.
- 6.4 If given, permission will be subject to the requirement that the copyright owner's name and interest in the material be acknowledged when the material is reproduced or quoted whether in whole or in part.

Intellectual Property

- 6.5 All intellectual property in relation to content on the Websites (“**the Intellectual Property**”) belongs to Australian Organic Ltd or its licensors, advertisers or affiliates.
- 6.6 You obtain no interest in the Intellectual Property.
- 6.7 All content on this Site is protected by Australian and international intellectual property laws. You may not do anything which interferes with or breaches those laws or the intellectual property rights in the Intellectual Property.

Logos

- 6.8 The logos of the Websites are property of Australian Organic Ltd or its licensors, advertisers or affiliates.
- 6.9 Nothing displayed on the Websites should be construed as granting any licence or right of use of any logo, trademark or heading displayed on the Websites, without the express written permission of the relevant owner.

7. Third party links and advertising

- 7.1 The Websites may include advertisements, hyperlinks and pointers to other websites operated by third parties.

- 7.2 Those third party websites do not form part of the Websites and are not under the control of or the responsibility of Australian Organic Ltd. When you link to those websites you leave the Websites, and the application of these Terms of Use, and do so entirely at your own risk.
- 7.3 Australian Organic Ltd makes no warranty as to the accuracy or reliability of the information contained on any third party websites. Australian Organic Ltd and its related entities, directors, officers and agents disclaim all liability and responsibility for any direct or indirect loss or damage which may be suffered by you through relying on anything contained on or omitted from such third party websites.
- 7.4 A display of advertising on the Websites does not imply an endorsement or recommendation by Australian Organic Ltd.

8. Contributions

Generally

- 8.1 In this section, “**Contributions**” means information including data, text, video, still images, audio or other material that Australian Organic Ltd has permitted you to host, share, publish, post, store or upload on the Websites as permitted under these Terms of Use.

Your Contributions

- 8.2 You represent and warrant that you have the lawful right including all necessary licences, rights, consents, and permissions to use and authorise Australian Organic Ltd to display your Contributions, and you represent and warrant that you will not make any contributions that:
- infringe the intellectual property rights of any third party, and you agree to pay all royalties, fees or other monies payable by reason of any Contributions made by you;
 - are misleading or deceptive;
 - are materially incorrect;
 - are likely to cause offence;
 - directly or indirectly involve the advertising or marketing of any products or services;
 - are obscene, including pornographic, hateful, racially or ethnically offensive material;
 - are defamatory;
 - are otherwise unlawful, or encourage unlawful conduct; or
 - are otherwise inappropriate having regard to the purpose of the Websites.
- 8.3 You retain all of your ownership rights in your Contributions. Australian Organic Ltd is under no obligation to treat your Contributions as proprietary information.
- 8.4 Australian Organic Ltd may at any time without prior notice to you remove, alter or disable access to any or all of your Contributions in its sole discretion.

- 8.5 Without limiting the application of clause 8.4 above, Australian Organic Ltd may remove or disable access to any or all your Contributions if it considers that:
- those Contributions are in breach of any law or regulation;
 - those Contributions infringe the intellectual property rights of any third party;
 - Australian Organic Ltd is required to do so by a regulatory body or any relevant authority pursuant to an interim or final take-down notice; or
 - those Contributions are specifically prohibited (as defined in clause 8.6 below).
- 8.6 Contributions are “specifically prohibited” if they are, in the absolute discretion of Australian Organic Ltd:
- misleading or deceptive;
 - inappropriate having regard to the purpose of the Websites;
 - likely to cause offence;
 - materially incorrect;
 - obscene;
 - defamatory;
 - otherwise unlawful; or
 - corrupted, due to the presence of a virus or other disabling code.
- 8.7 To the extent that any Contribution is proprietary in nature, by virtue of your making such a Contribution, you grant:
- to Australian Organic Ltd, a worldwide, non-exclusive, royalty-free, perpetual, transferable and irrevocable licence to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and display and publicly perform your Contributions throughout the world in any medium, whether currently in existence or not; and
 - to each user of the Websites, a non-exclusive licence to use, reproduce, adapt, translate, distribute, prepare derivative works of, display and perform your Contributions as permitted by Australian Organic Ltd and these terms.
- 8.8 You grant Australian Organic Ltd, in respect of Contributions to the Websites, the right to use your name or the name you submit with any Contribution, and the right to represent and warrant that:
- you own and control all of the rights to the Contributions; and
 - you have the lawful right including all necessary licences, rights, consents and permissions to use and authorise Australian Organic Ltd to display the Contributions.
- 8.9 For any Contributions that you may retain moral rights in, you declare that you do not require that any personally identifying information be used in connection with the Contribution, or any derivative work, upgrade or update of the Contribution.

Contributions of others

- 8.10 You understand that when accessing the Websites, you may be exposed to the Contributions of other users of the Websites ("**Other's Contributions**").
- 8.11 You acknowledge and agree that Australian Organic Ltd does have control of and is not responsible for Other's Contributions.
- 8.12 You release Australian Organic Ltd from any claims that you could assert against Australian Organic Ltd relating to or in connection with Other's Contributions.

9. Third Party content

- 9.1 The Websites may contain content provided to Australian Organic Ltd by other parties ("**Third Party Content**").
- 9.2 Australian Organic Ltd does not have a practice of monitoring or making inquiries about Third Party Content.
- 9.3 Australian Organic Ltd is not responsible for, does not endorse and makes no representations either expressly or impliedly concerning Third Party Content.
- 9.4 Third Party Content does not represent the views of Australian Organic Ltd. You rely on the factual basis or otherwise of Third Party Content at your own risk.

10. Editorial content

- 10.1 Any editorial content or articles on the Websites ("**Editorial Content**") is of a general nature only and does not consider your personal objectives, financial situation or particular needs.
- 10.2 Editorial Content should not be regarded as advice or relied upon by you or any other person and we recommend that you seek professional advice before acting upon any Editorial Content.
- 10.3 Content which provided by third party authors who are not employed by Australian Organic Ltd, whether represented as such or not, is deemed to be Editorial Content for the purposes of clauses 10.1 and 10.2 above.

11. Policy for linking to the Websites

- 11.1 You may only link to content on the Websites if you obtain our prior consent.

- 11.2 If Australian Organic Ltd does allow you to link to the Websites, you agree that you will not:
- attribute a link to Australian Organic Ltd content as being a link to your own or someone else's content (for example, by using your own logo to link to our content);
 - attribute a link to our site and then link somewhere else; or
 - frame our content in such a way so as to present it or pass it off as your own or as belonging to anyone other than us or our licensors.
- 11.3 Australian Organic Ltd reserves the right to require that you do not link to our content and we may exercise this right by giving notice to you. We reserve complete discretion in relation to our exercise of this right, which may be due to the matters or circumstances above, or any other matter or circumstance which we consider is reasonable.

12. Liability and Indemnity

- 12.1 Australian Organic Ltd does not exclude any rights and remedies in respect of goods or services under the Australian Consumer Law in the *Competition and Consumer Act 2010* (Cth) ("**the ACL**") which cannot be excluded, restricted or modified.
- 12.2 However, Australian Organic Ltd excludes all rights, remedies, guarantees, conditions and warranties in respect of goods or services from your use of the Websites whether based in statute, common law or otherwise to the extent permitted by law.
- 12.3 To the fullest extent possible and subject to Australian Organic Ltd's liabilities and obligations under the ACL:
- Australian Organic Ltd does not warrant the accuracy of the content which you access through the Websites. The content is provided to you "as is" and on an "as available" basis and on the condition that you undertake all responsibility for assessing the accuracy of the content and rely on it at your own risk. All content which you access through the Websites may be changed at Australian Organic Ltd's sole discretion and without notice.
 - Australian Organic Ltd will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to the Websites.
 - Australian Organic Ltd does not warrant that functions of the Websites or which you access through the Websites, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that News or the server that makes it available, are free of viruses, bug or any other detrimental characteristic.
 - You indemnify Australian Organic Ltd and its related entities, directors, officers and agents against any action, claim, loss or expense which it incurs which arises from your use of the Websites.



13. Jurisdiction

- 13.1 Your use of the Websites, these Terms of Use and all of our legal terms and notices will be governed by and construed in accordance with the laws of Queensland and by using the Websites you hereby irrevocably and unconditionally submit to the jurisdiction of the courts of that State.