

Disclaimer and privacy statement for TM Organics website

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TM Organics Pty Ltd (also referred to as the "Company") is pleased to provide you with this Website ("Website") and its content (also referred to as the materials) for informational purposes. Please carefully read these Terms and Conditions of Use ("Terms and Conditions of Use") relating to the use of our Website. By using our Website, you agree to these Terms and Conditions of Use. If you do not agree to these Terms and Conditions of Use, please do not use our Website. We reserve the right to revise these Terms and Conditions of Use or any portion of them at any time without notice by updating this disclaimer. You are bound by any revisions and should periodically visit this page to review the current Terms and Conditions of Use that apply to your use of our Website. If you violate any of these Terms or Conditions of Use, your permission to use the materials automatically terminates and you must immediately destroy any copies you have made of the materials.

Throughout these Terms and Conditions of Use, the words "we," "us" and "our" refer to TM Organics Pty Ltd and all of its business divisions and subsidiaries collectively.

Use of Materials and Intellectual Property Rights:

The Website is subject to copyright under Australian law and, under international treaties, the laws of many other countries. Except for Content provided by third parties and except as otherwise indicated, the copyright in the Website is owned by the Company, which reserves all rights.

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The use of the materials on any other Website or in a networked computer environment for any purpose is prohibited. Nothing on this Website or any of our websites shall be construed as conferring any license under any of our or any third party's intellectual property rights, whether by estoppel, implication, or otherwise. We prohibit the use of our trademark(s), or any related graphic(s), as a "hot link" to any Website unless approved by us.

Links to Third Party Sites:

We have provided links to certain third party websites as a courtesy. By providing these links, we are not endorsing, adopting or agreeing with any of the content of the linked sites or the products or services of that third party. We do not review or control the content of third party sites and that content is not part of our Website. We expressly disclaim any responsibility for the content of any third party sites linked to our Website or the products or services of that third party. We do not make any representations regarding the content or accuracy of materials on third party websites or the products or

services of third parties. We urge you to use discretion when you access any third party sites linked to our Website.

Postings on this web site

Portions of this Website may provide users an opportunity to post and exchange information, ideas and opinions ("Postings"). BE ADVISED THAT the Company DOES NOT SCREEN, EDIT, OR REVIEW POSTINGS PRIOR TO THEIR APPEARANCE ON THIS WEB SITE, and Postings do not necessarily reflect the views of the Company. In no event shall the Company assume or have any responsibility or liability for the Postings or for any claims, damages or losses resulting from their use and/or appearance on this Website.

The Company reserves the right to monitor all Postings and to remove any which it considers in its absolute discretion to be unlawful, offensive, or otherwise in breach of these terms and conditions.

You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all materials they contain; that such Postings shall not infringe any proprietary or other rights of third parties; that such Postings shall not contain any viruses or other contaminating or destructive devices or features; that material contained in Postings shall not be defamatory, indecent, offensive, tortious, or otherwise unlawful; and that Postings shall not be used to carry out or solicit any unlawful activity and/or be used to make commercial solicitations.

You hereby authorize the Company to use and/or authorize others to use all or part of your Postings in any manner, format, or medium that the Company or such other parties see fit so long as the use does not violate our privacy statement. You shall have no claim or other recourse against the Company for infringement of any proprietary right in Postings.

Disclaimers of Warranty, Liability, and Consequential Damages:

We do not warrant that the Website will operate error-free or that the Website and its server are free of computer viruses and other harmful goods. If your use of the Website results in the need for servicing or replacing equipment or data, we are not responsible for those costs.

The information on the Website is provided on an 'as is' basis without any express or implied warranties of any kind and, as such, we shall not be liable for any damages whatsoever (including, without limitation, incidental and consequential damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use the Website, whether based on warranty, contract, tort, or any other legal theory, and whether or not we are advised of the possibility of such damages. In no event shall our total liability to you for all damages, losses, and causes of action (whether in contract, tort, including without limitation negligence, or otherwise) exceed the amount paid by you, if any, for accessing this Website.

The Website may contain inaccuracies or typographical errors. We will make a good faith effort to update the Website but we do not have a duty to update the Website. Your

use of the Website is at your own risk. Changes can be made to the Website at any time.

Indemnity:

You agree to defend, indemnify, and hold us, our affiliates, officers, directors, employees and agents harmless from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the materials (including software) or your breach of these Terms and Conditions of Use.

Choice of Law and Jurisdiction:

These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the Commonwealth of Australia without regard to any conflict of law provisions thereof. Any action related to these Terms and Conditions of Use shall be brought only in the state courts of and federal courts in the Commonwealth of Australia and all parties waive any objection to the personal jurisdiction of and venue in such courts.

Severability:

If any provision or part of these Terms and Conditions of Use is held invalid or unenforceable by any court of competent jurisdiction, the other remaining provisions or parts of these Terms and Conditions of Use shall remain in full force and effect.

Entire Agreement:

These Terms and Conditions of Use represent the entire agreement between you and the Company to the subject matter herein and shall not be modified except by the Company as provided herein or through a written document signed by both parties.

Privacy Statement

TM Organics is bound by the National Privacy Principles set out in the Privacy Act 1988 (Cth) and is committed to protecting the personal information you provide when using Website.

This Privacy Statement outlines the nature and type of information collected from this website and how it is used.

The following details are automatically recorded:

- * your IP address,
- * the date and time of your visit,
- * the pages you access,
- * the documents you download,

- * the country from which you are visiting,
- * the previous site visited,
- * the type of browser you use,
- * Keywords used in search engines to find the TM Organics site.

TM Organics uses these statistics to determine, at an aggregate level, visit information and patterns of usage, to assist the organisation to develop site improvements, which benefit visitors to the TM Organics site. The information does not identify the individual.

TM Organics does, however, record e-mail addresses where the visitor has requested information online. These addresses however, are only recorded to respond to specific enquiries, or where specified by the visitor, to join a mailing list to receive TM Organics publications.

This statement is in accordance with TM Organics Privacy Policy. To obtain further information about TM Organics Privacy Policy, contact the TM Organics office on info@tmorganics.com or phone: +61 8 8339 1250, fax: +61 8 8339 1251