

## **WEBSITE TERMS OF USE**

The following terms and conditions ("terms") apply to the use of this website. By using this website, you agree to be bound by these terms. If you do not accept these terms, you must refrain from using this website. If you purchase Goods through this website, there will be additional terms and conditions relating to the purchase, which you will be directed to read prior to making your purchase.

### **Definitions**

In these terms, unless the contrary intention appears:

"content" means any text, graphics, photographs, trademarks, logos, sounds, music, artwork, uploaded files, data, articles, file content, computer code, news, tutorials, videos, reviews, forum posts, databases and other material used, displayed or available on the website.

"we", "us" and "our" are a reference to ABN 44 150 791 183

"website" means the website operated by us at <https://darwinirrigation.com.au> and includes, without limitation, any subdomains associated with such website.

### **Access**

Our website is made available free of charge. Access to the website is permitted on a temporary basis, and we reserve the right to suspend, withdraw, discontinue or amend all or any part of the website without notice. We will not be liable if, for any reason, the website is unavailable at any time or for any period. From time to time, we may restrict access to all or any part of the website to anyone who wishes to access it. You are responsible for making all arrangements necessary for you to have access to the website. You are also responsible for ensuring that all persons who access the website through your internet connection are aware of these terms, and that they comply with them.

Unauthorised access or use of the website will give rise to a claim for damages and/or be a criminal offence.

### **Passwords and logins**

You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login. You are liable if your passwords and login details are used by an unauthorised person. You agree to release and indemnify the Company in connection with any use (whether authorised or unauthorised) of any user name or password. We may suspend, cancel, or change your passwords and login details at any time without prior notice.

### **Information you provide to us**

When you use the website, you may send personal information to us. We will use, store and handle this information in accordance with the requirements of the Privacy Act 1988 (Cth) that apply to us and our privacy policy which may be accessed at <https://darwinirrigation.com.au/privacy>.

We do not claim ownership of the information or any other content or data that you may provide to us in using the website. You will continue to own any and all intellectual property rights in such information. However, you agree to grant us a perpetual, non-exclusive, assignable, worldwide and royalty free licence (with a right to sub-licence) to use, store, reproduce, communicate, publish, display or distribute such information. This right continues even if you no longer use the website. We will only use this information for the purposes of operating, promoting or improving the website, for providing or developing our products and services, and for any other purposes set out in our privacy policy. This means, for example, that we might use this information to compile statistical information for use in marketing the website, to make improvements to it, or to develop products and services.

### **Confidentiality**

All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of the website will be confidential due to the potential ability of third parties to intercept and access such information.

### **Outcomes and use**

We have spent considerable time developing the website and are confident you will find it useful. However, we cannot promise or guarantee any specific outcomes from its use. We do not make any representations about the user experience, quality, or the outcomes of any interactions that are initiated via the website.

### **External sites**

You may come across links or references to external merchants or suppliers in the website. Please be aware that these links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked site, its contents or any associated site, product or service. Any transaction you have with these merchants is between you and these merchants. By accessing external site links to these merchants and other sites through the website, we do not promise that they are appropriate, that they work or that they are virus free. We accept no responsibility for them or for any loss or damage that may arise from your use of them.

You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your site, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our website at any time by notice to you.

### **Changes to the Website**

We may change or improve the website at any time. For example, we may develop and distribute updates, enhancements or new features. We may also stop making the website available or modify its availability in any way. We are under no obligation to update any material that may be out of date at any given point in time.

### **Intellectual property**

We, and our licensors (as applicable), own all intellectual property in the website, and any material published on the website. This material includes, but is not limited to, the design, layout, look, appearance, graphics, trademarks, branding, logos and computer code. Reproduction is prohibited other than in accordance with our Copyright Notice (below) which forms part of these terms and conditions of use.

### **Copyright Notice**

We are the owner or the licensee of all intellectual property rights in the website, and in the content published on it. Those works are protected by copyright laws of Australia and treaties around the world. All such rights are reserved.

You may print, and may download extracts of, any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on the website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on the website must always be acknowledged. You must not use any part of the content on the website for commercial purposes without obtaining a licence to do so from our licensors or us.

If you print off, copy or download any part of the website in breach of these terms of use, your right to use the website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

### **Ownership of user content**

We may allow users to post, distribute or publish content on our website. Users of the website retain ownership of the content and information that they post.

As a user of the website, you agree that you are solely responsible for any content or information that you have posted. We do not guarantee any confidentiality or security in relation to any content or information posted. We do not endorse or take any responsibility for any content posted by any user. We do not share or represent the views or opinions of users of the website.

### **Prohibited uses**

You must ensure that your access to the website is not illegal or prohibited by laws which apply to you. You agree that you will use the website in accordance with all applicable local, state, national and international laws, rules and regulations.

You agree that you will not use, nor will you allow or authorise any third party to use, the website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene or in any other inappropriate way or in a way which conflicts with the website.

If you send or post information on or using the website, you are responsible for anything you send or post. We may remove from the website or refuse to display anything that we think is inappropriate in our absolute discretion.

### **Security and integrity**

You must not violate the security of the website in any way. We may suspend or terminate your access to the website if we suspect any security violation. We may also inform any law enforcement body of any suspected unauthorised or criminal activity. Examples of security violations include:

- attempting to gain unauthorised access to any part of the website, servers or system infrastructure you were not intended to have access to;
- use the website in a way that was not intended by us;
- attempting to reverse engineer the website or any system or offering provided through it;
- interfering with or disrupting (or attempting to interfere or disrupt) any servers or networks connected to the website;
- sending or storing any harmful code (including, for example, any computer virus, trojan, worm or other code that is harmful or disabling or which assists in or enables unauthorised access to or corruption of data); or
- using any feature of the website or any other means to send unsolicited commercial correspondence to other users.

### **Changes to and breaches of these terms**

We may change or update these terms of use at any time. You are expected to stay updated with any such changes that we make to these terms as they are binding on you. If you continue to access the website after the changes take effect, you are taken to have agreed to the changes. We reserve the right to investigate any suspected non-compliance with, or breach of, any provision contained in these terms and conditions for any reason. We also reserve the right to suspend or terminate a user's right to access the website for any reason. This includes, but is not limited to, where we reasonably believe that a user is in breach of a provision of these terms and conditions.

### **No representations or warranties**

The website and its contents are provided for informational purposes only and we make no representation or guarantee, whether express or implied, of any kind with respect to the website or any site or service accessible through the website. We expressly disclaim all express and implied warranties including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

You acknowledge that any information available on or accessible through the website is intended to be general information only, and such information does not constitute professional advice.

### **Limitation of Liability**

By accessing and using the website, you assume all risks associated with such access and use. You agree not to hold us responsible for things other users post or do.

Please note that as there are many factors beyond our control that may affect the performance or compatibility of the website with certain software or hardware, we cannot promise that your use of the website will be uninterrupted or error or defect free or that errors or defects in the website will be corrected.

While we use reasonable measures to ensure the accuracy and currency of data and information on the website, we are not responsible for the data and information supplied to or by users or third parties. We make no guarantee that the data on the website is accurate or current. We may include pictures or photographs from time to time of goods or services on the website however the picture may differ from the actual goods or services. It shall be your own responsibility to ensure that any products, services or information available through the website meet your specific requirements. Information is for guidance only, and is not intended to form any part of a contract.

To the maximum extent permitted by law, we (and our directors, employees and agents) do not accept any liability for, and you agree to release us (and our directors, employees and agents) from any claim in relation to any loss, howsoever caused, suffered or incurred by you arising from your use of the website (including without limitation any consequential losses or damages). To the extent allowed at law, in no event will we be liable to any party for any direct, indirect, incidental, special, exemplary, consequential, or other damages (including, but not limited to, loss of profits, business interruption, loss of program or data), without regard to the form of action, whether under legislation, in contract, tort, negligence, strict liability, or otherwise, arising out of or in connection with the website, any content, service, site or link displayed on or accessed through the website.

### **Indemnity and release**

You agree to indemnify, defend and hold us (and our directors, employees and agents) harmless from and against all claims, liabilities, losses and expenses (including reasonable legal fees on a full indemnity basis) that arise from:

- activity which you engage in with or through the website or our services;
- any breach of these terms by you;
- any breach of any rights of a third party by you;
- any breach of any applicable law by you; or
- any transaction or other dealing between you and another person that arises from or through the website.

### **Jurisdiction**

These terms and any disputes or claims arising out of or in connection with them or their subject matter or formation shall be governed by the laws of New South Wales. You submit to the jurisdiction of the courts of New South Wales in respect of any claim arising from, or related to, these terms, although we reserve the right to bring proceedings against you for breach of these terms in your country of residence or any other relevant jurisdiction.

### **Severance**

If any provision of these terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from these terms and rendered ineffective as far as possible without modifying the remaining provisions of these terms, and will not in any way affect any other circumstances of or the validity or enforcement of these terms.

Thank you for visiting our website.