

# **FOOD RIVER STATION**

## **Terms and Conditions**

**PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE.**

The 'Food River Station' website is owned and operated by Food River.

All users of this website agree that access to and use of this website are subject to the following terms and conditions and other applicable law. If you do not agree with these terms and conditions, you are not authorised to use this website.

By visiting this Site, you agree to observe and be bound by these terms and conditions. Additionally, your continued use of this website and its contents constitute your agreement to be bound and comply with these terms and conditions.

### **1. Definitions**

In this Agreement:

- (a) a reference to "Food River Station" is a reference to Food River and any of its related parties and affiliates;
- (b) In these terms and conditions, the expressions "we", "us" and "our" are a reference to Food River Station and includes its related entities.
- (c) "Agreement" means these terms and conditions, as varied and amended from time to time; and
- (d) Intellectual Property Rights means all present and future rights conferred by statute, common law or equity in relation to any copyright, trademarks, designs, patents, circuit layouts, business and domain names, inventions and other results of intellectual activity in the industrial commercial, scientific, literary or artistic fields.

### **2. Review of Agreement**

- (a) Food River Station reserves the rights to amend this Site and its contents (including, without limitation, this Agreement and any policies, notices, terms, information or materials contained or published on this Site) (or any part thereof) in any way at any time and from time to time without your consent and without notice to you. Your continued use of this Site after any amendments to the Agreement (or any part thereof) constitutes an agreement by you to observe and be bound by the Agreement as so amended.
- (b) You should review this Agreement every time you access this Site as it may be amended by Food River Station.

### 3. **Obligations**

You must not:

- (a) temper with or hinder the operation of this Site;
- (b) use this Site and its contents in any way:
  - which infringes the intellectual property rights of Food River Station or any other person; or
  - which is unlawful or violates any law, including, without limitation, the Copyright Act 1958 (Cth);
- (c) make fraudulent or speculative enquiries, purchases or requests through this Site;
- (d) use another person's details without their permission or impersonate another person when using this Site;
- (e) knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to this Site;
- (f) modify, adapt, translate or reverse engineer any portion of this Site;
- (g) use this Site to engage in any illegal conduct;
- (h) use this Site other than in accordance with the terms and conditions, policies or notices contained in this Site; and
- (i) attempt to do any of the above acts or engage or permit another person to do any of the above acts.

### 4. **Copyright and Intellectual Property Rights**

- (a) This Site and its contents are subject to copyright. The copyright is owned by Food River Station or in the case of some material, a third party.
- (b) Subject to paragraphs (d) and (e) under the heading "Obligations" above, you may view this Site and its contents using your web browser and electronically copy or print hard copies of any information accessible from this Site solely for personal, non-commercial use.
- (c) If you reproduce any or part of the content for educational purposes it must include the statement:-

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- (d) Apart from any use as permitted under the Copyright Act 1968 (Cth), or by this Agreement, all other rights are reserved.
- (e) Subject to the preceding paragraphs, any other use, including, the reproduction, modification, distribution, transmission, republication, display or performance, of the content of this Site without the prior written consent of Food River Station is strictly prohibited.
- (f) Food River Station asserts the right to be recognized as the author of the material contained in this Site (except for any material which is credited to a third party) and the right to have its material remains unaltered.

- (g) External site images, if any, published or used on this Site are used with the permission of the authors of those sites and must not be reproduced without obtaining the permission of the author of those materials.

## 5. **Trademarks**

This Site includes the registered trademark <sup>™</sup> Land Biography which is a research based system of education. This Site may also include registered trademarks, and other trademarks that are otherwise protected by law. Except as expressly authorized, the use or misuse of any of these trademarks is strictly prohibited.

## 6. **Links to Third Party Sites**

- (a) This Site may contain links to websites owned or operated by a third party (Third Party Site). These Third Party Sites are provided to you for your convenience only and may not be current or be maintained.
- (b) These Third Party Sites are not controlled or owned by Food River Station and the links to the Third Party Sites on this Site do not indicate, expressly or impliedly, an endorsement by, or association of Food River Station with, these Third Party Sites or the owners of these Third Party Sites. Food River Station makes no representations about the Third Party Sites and any material or information contained in these Third Party Sites.
- (c) Additionally, Food River Station makes no guarantee that:
  - the Third Party Sites or any link to Third Party Sites from or via this Site are free from viruses, contamination or other conditions which could damage or interfere with data, hardware or software with which it might be used; and
  - your access to, or use of, the Third Party Sites and any material or information contained in these Third Party Sites is legal or not prohibited by laws which apply to you or does not breach any third party's intellectual property rights or any other rights.
- (d) Food River Station disclaims all responsibilities and all liabilities for all losses, costs, expenses or damages that you might incur or suffer as a result of you accessing or using any Third Party Site either directly or via the link provided in this Site. Your access and use of a Third Party Site are at your own risk and you release Food River Station from all responsibilities for any consequence of your use and access to these Third Party Sites and any links to the Third Party Sites
- (e) This Agreement does not govern your use or visit of the Third Party Sites. If you enter into these Third Party Sites (whether via the links in this Site or otherwise), you may be required to be bound by the terms and conditions imposed by those third parties. You should review or consult the third party's terms and conditions of use in relation to any Third Party Sites.

7. **Viruses**

Food River Station cannot guarantee that any file or program available for your use, view, download, copy, print and/or execution from or via this Site is free from viruses, contamination or other conditions which could damage or interfere with data, hardware or software with which it might be used. You assume all risk of, and are solely responsible for any losses or damages suffered as a result of your access or use of all programs and files on this Site, and you release Food River Station from all responsibility for any consequences of your use and access.

8. **Accuracy**

- (a) The information in this Site is provided for general information purposes and to the best of Food River Station's knowledge, is current when it is first published.
- (b) While every care has been taken in the preparation of the material contained in this Site, Food River Station does not accept responsibility for any errors, faults or inaccuracies, including those caused by negligence, in any material contained in this Site.
- (c) Food River Station makes no statements, representations or warranties about the reliability, accuracy or completeness of the information contained in this Site and you should not rely on it.
- (d) You are advised to make your own independent inquiries regarding the accuracy of any information provided on this Site.

9. **Disclaimer**

- (a) You agree that your access to, and use of, this Site is subject to the Agreement and all applicable laws and is at your own risk.
- (b) To the extent permitted by law, Food River Station expressly disclaims:
  - any implied or express warranties or conditions of any kind, including, without limitation, warranties of non-infringement of intellectual property rights relating to information or materials contained on this Site;
  - all liabilities to you for any loss or damage that you or anyone else may suffer as a result of the use or access to this Site or any information contained in this Site,and the limitations set out above apply to direct, indirect, consequential, special, punitive or other damages you or others may suffer, as well as damages for loss of profits, business interruption or the loss of data or information.
- (c) Our liability to you (if any) for loss or damage of any kind (whether in contract, tort, negligence, under any statute or otherwise) arising out of this Agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage.

**10. Indemnity**

- (a) You agree to indemnify, defend and hold harmless Food River Station and its affiliates against all claims, demands, causes of action, losses, expenses, damages and costs including without limitation any reasonable legal cost, resulting or arising from or relating to your use of or access to this Site and any material that you submit to, post on or transmit through this Site and your violation of this Agreement.
- (b) The indemnity in this Agreement includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trademarks infringement and breaches of the Trade Practices Act 1974 (Cth).

**11. Termination of your use**

- (a) Food River Station may immediately suspend, terminate or limit your access to and use of this Site without notice to you if:
  - you breach this Agreement, and any other terms and conditions and that breach, in the opinion of Food River Station, cannot be remedied;
  - you breach this Agreement, and any other terms and conditions and that breach, in the opinion of Food River Station, can be remedied and you fail to remedy that breach within 10 days of Food River Station's notice to you of that breach; or
  - there is an emergency or we need to perform some maintenance on this Site.
- (b) Food River Station is not liable for any loss or damage suffered or incurred by you or anyone else as a result of termination of your access to and use of this Site.
- (c) Termination of your access to and use of this Site does not prejudice any right or claim which Food River Station has or may have against you.

**12. Applicable law/Jurisdictions**

- (a) Your access and use of this Site, including this Agreement is governed in all respects by the laws in force in New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia and any courts that may hear appeals from those courts in relation to any legal proceeding directly or indirectly arising out of or relating to this Site.
- (b) This Site may be accessed throughout Australia and overseas. Food River Station makes no representations that the content of this Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access and use this Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place where you access this Site.

**13. Amendments to these terms and conditions**

- (a) These terms and conditions may vary at any time and from to time without notice to you. We recommend that you read these terms and conditions carefully each time you access this website.
- (b) Any amendments to these terms and conditions will only be binding on you after the date of the amendments.
- (c) Any amendments to these terms and conditions will not affect you before the amendments. The terms and conditions that will apply to an existing order are the terms and conditions that applied at the time you placed your order.

**14. Security of Information**

Unfortunately, no transmission of data over the internet can be guaranteed to be totally secure. Whilst we endeavour to protect such information, we do not warrant and cannot ensure the security of any information that you transmit to us. Any information which you transmit to us is transmitted at your own risk. Once we receive your transmission we will take reasonable steps to preserve the security of such information.

**15. Use of Site**

You may post reviews and make comments on this website. However, the content must not be illegal, obscene, threatening, defamatory, infringing of intellectual property rights, invasive of privacy or otherwise objectionable to third parties and is not permitted to consist of or contain software viruses, commercial solicitation, mass mailings or any form of "spam". We reserve the right to remove such content at any time and without notice to you.

If you post content, and unless we indicate otherwise, you grant to us a non-exclusive, royalty-free, perpetual, irrevocable right to use, reproduce, modify, adapt, publish, distribute and display such content on our website and on any other marketing material we may create.

**16. Provision of Information**

You must ensure that all information provided by you is accurate, complete and up to date. We will communicate with you using email and by phone. You must provide a valid email address to us for this purpose.

**17. Notice**

We may deliver notice to you by means of email, a general notice on this site or by other reliable methods to the address you have provided to us.

**18. Prices and Payment**

All prices provided on this website are in Australian dollars and are inclusive of a Goods and Services Tax (GST) unless explicitly stated otherwise.

We accept Visa and Mastercard. We also accept Visa and Mastercard debit cards.

19. **Website information**

We make every effort to ensure the information on this website is up to date and correct at the time it was loaded onto the website. Please contact us at [robbie@foodriverstation.com](mailto:robbie@foodriverstation.com) if any inconsistencies are found.

20. **Severability**

If the whole or any part of these terms and conditions is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of these terms and conditions have full force and effect and the validity or enforceability of these terms and conditions in any other jurisdiction is not affected. This clause has no effect if severance alters the basic nature of these terms and conditions or is contrary to public policy.

21. **Privacy Policy**

Your Privacy is important to us. Food River Station may collect personal information about you when you use this Site. Please see Food River Station's Privacy Policy for further information on how Food River Station treats such personal information.

Your privacy is something Food River Station treats very seriously and this Site has been planned carefully to ensure your confidentiality is protected. Food River Station also has a policy, together with a procedure to ensure that all personal information, obtained from the Site, is handled sensitively, securely and in accordance with the laws of Australia.

**This privacy policy sets out:**

- (a) matters of which you should be aware regarding information Food River Station may collect about you;
- (b) Food River Station's policy on the management of personal information; and
- (c) generally, what sort of information Food River Station holds, for what purposes, and how Food River Station collects, holds, uses and discloses that information.

22. **What personal information does Food River Station collect and store? And why?**

- (a) In order to process any enquires via email, Food River Station may ask for your name, address, telephone number, and other information about you.
- (b) Should you elect to receive further mailings from Food River Station, including newsletters or updates, Food River Station requires your email address.
- (c) Food River Station may also be required by law to collect some of your personal information from you.

- (d) To ensure your privacy, your name and address details will only be held by Food River Station for 72 hours after you submit email correspondence to Food River Station.
- (e) Food River Station will use its best endeavours to ensure your personal information is protected from unauthorized access, loss, misuse, disclosure or alteration.

**23. How is your personal information used?**

- (a) Your personal information that Food River Station asks for is generally used to assist in responding to your enquiry.
- (b) Food River Station may also use your personal information to provide you with other services. For example, Food River Station may use your email address to provide you with newsletters or updates. However, Food River Station will only use your personal information to provide you with other services if you consent to Food River Station doing so.

**24. Access to your personal information**

- (a) Food River Station will provide you with access to your personal information which Food River Station holds.
- (b) Before Food River Station provides you with access to your personal information we will require some proof of identity. For most requests, your information will be provided free of charge, however Food River Station may charge a reasonable fee if your request requires a substantial effort on our part.
- (c) Food River Station may disclose your personal information if it is required by law to disclose.

**25. Your obligations**

You can also play an important role in safeguarding your personal information. You should not provide any personal information to Food River Station. If you disclose personal information to Food River Station, we will take reasonable steps to protect this personal information from misuse or unauthorized access or disclosure. However, Food River Station is not responsible for the consequences, loss or damage arising from such misuse, access, or disclosure.