



TERMS OF USE - 19 February 2024

Harland Green Pty Ltd ACN 667 663 970

These terms of use (**Terms of Use**) describe the terms and conditions which you accept by using the Harland Green Site. The capitalised words in these Terms of Use have the meanings set out in clause 2 below or as defined throughout the document. Please take the time to read these Terms of Use.

1. GENERAL

The Harland Green Site is owned and operated by the Company. Before using the Harland Green Site, you must read and accept all of the terms in, and linked to, these Terms of Use and you should review all of the policies included on the Site, as amended from time to time, such as the Privacy Policy.

By using this Site, you acknowledge that you have read and understood these Terms of Use. Certain services or tools we make available may have additional terms which you need to accept and agree to when you want to use those services or tools. We will use reasonable endeavours to notify you if there are amendments that may have a material adverse effect on your use of the Site, however for completeness we encourage you to check our website periodically to ensure you are aware of our current Terms of Use.

If you do not accept these Terms of Use in full or if you are younger than 18 years of age, you must not access or use the Online Services.

2. DEFINITIONS

Where used in these Terms of Use:

Conditions means those conditions contained in these Terms of Use, together with the Harland Green Privacy Policy and any additional terms, conditions, notices and disclaimers displayed elsewhere throughout the Online Services;

Content means the information made available to you through the Online Services and/or a service;

Data means any material, information or documentation that is uploaded, inputted, transmitted, imported or stored by you or on your behalf using the Online Services including via third-party applications.

Harland Green, us, we or Company means Harland Green Pty Ltd ACN 667 663 970.

Harland Green Site or Site means the existing and future websites operated by Harland Green and available at www.harlandgreen.com and any of its regional or other domains or properties, and includes any related service, tool or application, specifically including mobile web, any iOS application and any Android application, or other access mechanism.

Privacy Policy means the Harland Green Privacy Policy amended from time to time and available on the Harland Green website.

Material means Data, text, illustrations, photos, audio, video, any combination of these or other material;

Terms of Use means this document containing the terms, conditions and notices relevant to your use of the Online Services.

3. CONTENT AND INFORMATION

- 3.1 We have taken proper care and precautions to ensure that the information we provide on this Site is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Site or on any linked site.
- 3.2 The information contained on this Site should not take the place of professional advice.
- 3.3 We may display advertisements or promotions on the Site. You acknowledge and agree that we will not be responsible for any loss or damage of any kind incurred by you as a result of the presence of such advertisements or promotions or any subsequent dealings with third parties. Furthermore, you acknowledge and agree that content of any advertisements or promotions may be protected by copyrights, trademarks, service marks, patents or other intellectual property or proprietary rights and laws. Unless expressly authorised by us or third party right holders, you agree not to modify, sell, distribute, appropriate or create derivative works based on such advertisement or promotions.
- 3.4 Any links or frames connecting the Site with other websites or third-party applications or services are for convenience only and do not mean that Harland Green endorses or approves those responsible for those other websites applications or services or the information accessible from them.
- 3.5 The Site is provided on an 'as is' and 'as available' basis and without conditions, warranties, representations or other terms of any kind either express or implied. Without limiting the foregoing, we make no representation, condition, or warranty about:
 - 3.5.1 the accuracy, reliability, availability, veracity, timeliness or content of the Site;
 - 3.5.2 whether the Site will be up-to-date, uninterrupted, secure, error-free or non-misleading;

- 3.5.3 the quality or fitness for purpose of the Site or any goods supplied by us through the Site, or whether any services provided by us will be rendered with due care and skill;
 - 3.5.4 whether defects in the Site will be corrected;
 - 3.5.5 whether the Site or any data, content or material will be backed up or whether business continuity arrangements are in place in respect of the Site;
 - 3.5.6 the Site or infrastructure on which it is based being error or malicious code free, secure, confidential or performing at any particular standard or having any particular function.
- 3.6 To every extent permitted by law, we specifically disclaim any implied conditions, warranties, representations, or other terms as to title, merchantability, fitness for a particular purpose, hidden defects, quality, suitability and non-infringement.

4 USE OF SITE

- 4.1 You agree that you will use the Site in accordance with all applicable local, state, national and international laws, rules and regulations.
- 4.2 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 way or in any other inappropriate way or in a way which conflicts with the Site or the services that Harland Green provides.
- 4.3 You are responsible for maintaining the confidentiality of your passwords and any login details you may have, and for all activities carried out under your password and login.
- 4.4 If you have the ability to include or post content on the Site (for example, through a discussion forum or feedback page), you agree that you will not and will not attempt to:
- 4.4.1 post false, inaccurate, misleading, deceptive, defamatory or offensive content (including personal information);
 - 4.4.2 take any action that may undermine the feedback or reputation systems (such as displaying, importing or exporting feedback information or using it for purposes unrelated to the Site);
 - 4.4.3 transfer your account (including feedback) and any login credentials to another party without our consent;
 - 4.4.4 distribute or post spam, unsolicited, or bulk electronic communications, chain letters, or pyramid schemes;
 - 4.4.5 distribute viruses or any other technologies that may harm us, the Site, or the interests or property of users of the Site (including their intellectual property rights, privacy and publicity rights) or is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
 - 4.4.6 download and aggregate content from our website without our express written permission, “frame”, “mirror” or otherwise incorporate any part of the Site into any other without our prior written authorisation;

- 4.4.7 attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by us in connection with the Site;
 - 4.4.8 harvest or otherwise collect information about users of the Site, including email addresses, without their consent.
- 4.5 Any calculators or estimates on the Site are provided for your information only and to illustrate scenarios. Calculator results are intended as a guide only and are an estimate or approximate guide only, based on the information you input. Calculators should not be relied upon for the purposes of entering into any legal or financial commitments. The results should not be taken as a substitute for professional advice, and do not constitute professional advice. You should consider seeking independent legal, financial, taxation or other advice for your unique circumstances. All reasonable care has been taken in preparing and designing any calculators we include on the Site; however, we provide no warranties and make no representation that the information provided by any calculator on the Site is correct, appropriate for your particular circumstances, or indicates you should follow a particular course of action.

5 INTELLECTUAL PROPERTY AND COPYRIGHTS

- 5.1 We hold the copyright to the content of this Site, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Site or in connection with the services that we provide. You must not use or replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a licence agreement.
- 5.2 The logos and trademarks included on this site are owned by Harland Green. Use of these logos and trademarks is strictly prohibited except with Our express, written consent.

6 DISCLAIMER AND LIMITATION OF LIABILITY

- 6.1 To the extent permitted by law, Harland Green expressly disclaims any and all representations and warranties of any kind with regard to the Site and any other subject matter of these terms of use, whether express, implied, or statutory, including without limitation, any warranties of yield response, satisfactory quality, quiet enjoyment, accuracy, fitness for a particular purpose, merchantability, title, or non-infringement. To the extent permitted by law, neither Harland Green nor its respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors make any warranty, representation, or endorsement with respect to the completeness, security, reliability, suitability, accuracy, currency, or availability of the Site.
- 6.2 To the extent permitted by law, you hereby agree to release, defend, indemnify, and hold harmless Harland Green and its respective employees, officers, directors, shareholders, agents, licensors, service providers, contractors, owners, users, customers, licensees, assigns, and successors in interest (collectively, the “**indemnified**

parties” and each, an **“indemnified party”**) from any and all claims, losses, liabilities, damages, fees, fines, expenses, and costs (including legal costs, damages, and settlement amounts) that result from any claim or allegation (**“claim”**) against any indemnified party arising in any manner from:

- 6.2.1 your access to or use of the Site;
 - 6.2.2 your violation or alleged violation of applicable laws or regulations;
 - 6.2.3 your violation of any third party right, including any intellectual property right; or
- 6.3 Except where prohibited by law, neither Harland Green nor its respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors will be liable for:
- 6.3.1 any claim by any third party; or
 - 6.3.2 for any indirect, incidental, special, exemplary, punitive, non-economic, or consequential damages, however caused, under any theory of liability, whether in contract, strict liability, or tort (including negligence, gross negligence, wilful misconduct or otherwise), arising in connection with or out of access to or use of the Site, even if Harland Green has been advised of the possibility of such damages, including without limitation, any loss of, damage to, or alteration to your data, crops, yield, opportunities, revenues, profits, reputation, or costs or liabilities associated with the procurement of substitute services, products, or due to business interruption. In jurisdictions where the limitation of liability for consequential or incidental damages is not permitted, our liability is limited to the maximum extent permitted by law.
- 6.4 Where a term is implied by law and that law prohibits provisions in a contract excluding or modifying liability under that term, then Harland Green agrees to observe and adhere to that term. However, Harland Green’s liability for breach of such term will be limited, at Harland Green’s option, to one or more of the following:
- 6.4.1 in relation to goods:
 - (a) the replacement of the goods or the supply of equivalent goods;
 - (b) the repair of such goods;
 - (c) the payment of the cost of replacing the goods or acquiring equivalent goods;
or
 - (d) the payment of the cost of having the goods repaired; and

15.8.2 in relation to services:

- (a) the supply of the services again; or
- (b) the payment of the cost of having the services supplied again.

7 INFORMATION COLLECTION AND CONFIDENTIALITY

- 7.1 Use of information you have provided us with, or that we have collected and retained relating to your use of the Site, is governed by our Privacy Policy. By using this Site and the services associated with this Site, you are agreeing to the Privacy Policy. To view our Privacy Policy and read more about why we collect personal information from you and how we use that information, please go to harlandgreen.com.
- 7.2 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 this Website will be confidential due to the potential ability of third parties to intercept and access such information.

8 ASSIGNMENT

- 8.1 Neither these Terms of Use, nor any rights or licenses granted hereunder, may be assumed by any party, or assigned or otherwise transferred, directly or indirectly, in whole or in part, whether by operation of law or otherwise without the prior written consent of Harland Green. Harland Green reserves the right to freely assign or novate these Terms of Use.

9 SEVERABILITY

- 9.1 If any provision contained in these Terms of Use is prohibited, invalid or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability only and without invalidating the remaining provisions contained in these Terms of Use or affecting the validity or unenforceability of that provision in any other jurisdiction.

10 WAIVER

- 10.1 If Harland Green does not act in relation to a breach of these Terms of Use by you, this does not waive Harland Green's right to act with respect to subsequent or similar breaches.

11 APPLICABLE LAW

- 11.1 You agree that the laws of the State of New South Wales, Australia apply to these Terms of Use. By agreeing to these Terms of Use you submit to the non-exclusive jurisdiction of the courts of New South Wales.