



Website Terms of Use

Terms of Use

This website and other websites on which these terms and conditions can be viewed are operated by Elders Limited ABN 34 004 336 636 (**we** or **Elders**). From time to time, Elders may make services available via this website and other Elders' websites, such as on-line purchasing (**Website Services**). These Website Services, and each Elders' website, are collectively referred to as the **Websites** in these terms. Your access to and use of the Websites is subject to these terms, Elders' Privacy Statement and the Websites' Copyright and Trade Mark Notice (**Terms of Use**). Prior to using the Websites, you should read and understand the Terms of Use. Unless expressly stated otherwise in these terms, the Websites are for residents of Australia only.

1 What you must do

1.1 You must use the Websites in accordance with the Terms of Use.

1.2 You may be required to use security credentials (Member ID) to access all or part of the Websites. The Member ID may be used only for the purposes of accessing the Websites and for authorising instructions or requests using the Website Services made available from the Websites. Any other use of your Member ID is prohibited.

1.3 If you are under 18 years of age, and do not have an Elders' account, you must obtain a parent/guardian's consent prior to using the Websites.

1.4 If you are using the Websites on behalf of another person (Authorising Person) for example, your employer or your partner), you must be authorised to:

- (a) use the Websites; and
 - (b) enter into the Terms of Use,
- on behalf of the Authorising Person.

2 What you must not do

2.1 You must not:

- (a) use the Websites for any activities, or post or transmit to or via the Websites any information or materials, which breach any laws or regulations, infringe a third party's rights or privacy, or are contrary to any relevant standards or codes;
- (b) use the Websites in a way, or post to or transmit to or via the Websites any material, which interferes with other users or defames, harasses, threatens, menaces or offends any person or which inhibits any other user from using or enjoying the Websites;
- (c) use the Websites to send unsolicited commercial or bulk electronic mail messages to anyone;
- (d) make any fraudulent or speculative enquiries, bookings, reservations or requests using the Websites;
- (e) use another's Member ID or name without permission;
- (f) provide false information when registering or changing your the Websites registration details;
- (g) impersonate another person when using the Websites;
- (h) post to or transmit to or via the Websites any obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings;
- (i) tamper with, hinder the operation of or make unauthorised modifications to the Websites;
- (j) knowingly transmit any virus or other disabling feature to or via the Websites; and
- (k) attempt any of the above acts or permit another person to do any of the above acts.

3 Third Party Content

3.1 Many of the products and services offered for sale or advertised and much of the information provided via the Websites are the products, services and information of third parties.

3.2 The third party products, services and information are not provided or endorsed by us. Where it is apparent that products, services and information are not provided by us, your legal relationship in respect of those products, services and that information is with the third party supplier.

3.3 We have not checked the accuracy or completeness of the information or the suitability or quality of the products and services of the third parties. You must make your own enquiries with the relevant third party supplier direct before relying on the third party information or entering into a transaction in relation to the third party products and services supplied via the Websites. You should check with the third party supplier whether there are additional charges and terms which may apply.

3.4 We may receive fees and/or commissions from third parties for goods and services of such third parties displayed or made available on the Websites or accessible through a hyperlink on the Websites. You acknowledge and consent to us receiving the fees.

4 Prices and products and services are subject to change

4.1 All prices displayed and products and services offered for supply on the Websites are subject to change without notice. You should check the price of a product or service before placing an order for it.

5 Security

5.1 For security reasons we may require you to re-authenticate yourself from time to time, for example after a period of inactivity on the connection between your browser and the Websites' servers. In addition to the types of loss set out in clause 7.4 for which we are not responsible, we are not responsible for any information you lose if the Websites servers terminate your browser session

due to prolonged periods of inactivity between your browser and the Websites' servers.

5.2 You must comply with all directions issued by Elders relating to use of your Member ID and access to the Websites. Elders is not responsible for providing the computer, hardware, software nor any other equipment necessary to access the Internet. You must not send or disclose any part of your Member ID that is meant to be confidential (Confidential Component of your Member ID) (for example, the password component of your Member ID) to any other person or store it in a manner that would reasonably allow another person or entity to obtain access to it, except as specified in clause 5.3. If you choose to use a workplace email address to access the Websites, you are responsible for ensuring that such use complies with any rules, policies or protocols which apply to the use of the Internet in your workplace.

5.3 You must not keep the Confidential Component of your Member ID in a location where it is capable of being copied or used by any other person or disclose the Confidential Component of your Member ID to any other person, other than:

- (a) another person authorised by you to access and use the Websites on your behalf; or
- (b) another person authorised by the Authorising Person (for example, another employee) to access and use the Websites on their behalf,

in each case provided that the other person (Authorised Person) agrees to be bound by the Terms of Use.

5.4 Elders is entitled to rely on your Member ID as evidence of your identity and authority for the purposes of the Websites (including, for example, for the purpose of making payments to Elders using your credit card details, and for the purpose of nominating email addresses or phone numbers to which Elders may send billing and payment information). You are responsible for all use of the Websites and your Member ID where you have not complied with the Terms of Use. Other than by reference to a person's Member ID, Elders cannot and does not verify that each person who accesses the Websites is in fact the person they say they are, or acts with the authority of the person whose Member ID they use.

5.5 You must immediately notify Elders if you become aware:

- (a) that the Confidential Component of your Member ID has been compromised or is known by a third party (other than by an Authorised Person); or
- (b) of any unauthorised use of your Member ID.

In the event that you notify us of either of these things, we will take reasonable steps to deactivate the Member ID and issue you with a new Member ID within a reasonable time of being so notified. Notice provided by you under this clause does not release you from your responsibilities under the Terms of Use.

5.6 We will take reasonable steps to secure those parts of the Websites that contain confidential information and the systems in our control that are used to access the Websites. However, the Internet is sometimes unreliable and is a difficult medium to secure. Elders does not guarantee the security of the Websites or the systems (including the Internet and your hardware and software) used to access the Websites, or any information that passes through such systems.

6 Privacy

6.1 Elders may use and provide personal information about you that is collected by Elders on the Websites. The collection and provision of this information is subject to privacy laws. Elders will comply with the [Elders Privacy Statement](#) in dealing with any personal information provided by you via the Websites.

6.2 We offer you the ability to access personal information under the Terms of Use, on the strict condition that you only do so for the sole purpose of accessing your own personal information or accessing personal information of the Authorising Person, as authorised by the Authorising Person.

6.3 To avoid doubt:

- (a) by authorising a person to use your Member ID under clause 5.3, you authorise Elders to disclose to that person your personal information; and
- (b) by requesting via the Websites that Elders send billing and payment information to a person's email address or phone number, you authorise Elders to disclose to that person your personal information,

in each case including information related to your Elders billings and payments.

7 Our liability to you

7.1 Given the nature of telecommunication systems, particularly the Internet, we cannot guarantee that the Websites will always be available or fault or virus free.

7.2 The terms that apply to the supply of the Websites are those that are expressly set out in this document and those implied by consumer protection laws to the supply of this service that are unable to be excluded. No other terms apply.

7.3 Subject to clauses 7.4 to 7.6, we accept our liability to you for breach of contract or negligence under principles applied by the courts.

7.4 We are not responsible for:

- (a) loss caused by factors which could reasonably be considered to be outside our control such as faults in third party equipment;
- (b) loss of data or loss of profits or revenue; and
- (c) any loss to the extent that it is caused by you, for example, through your negligence or breach of contract.

7.5 You must take reasonable steps to minimise the extent of the loss you may suffer as a result of the Websites.

7.6 You must notify us in writing of your loss as soon as is reasonably possible.

8 Your liability to us

8.1 Subject to clause 8.2, you are liable to us for breach of contract or negligence under the principles applied by the courts.

8.2 You are not liable for any loss to the extent that it is caused by us, for example, through our negligence or breach of contract.

9 Change of the Terms of Use

9.1 We may change the Terms of Use by obtaining your consent or giving notice to you in accordance

with this clause 9 and clause 11.2. The period of notice we will give you depends on the type of change.

9.2 If the change will benefit you, we can make the change immediately and are not required to notify you prior to the change.

9.3 If the change has a detrimental impact on you but is:

- (a) required by law;
- (b) necessary for security reasons;
- (c) to prevent fraud; or
- (d) for technical or infrastructure reasons,

we will try to give you 3 days prior notice of the change. Sometimes, due to the nature of the change, we may not be able to give you 3 days prior notice but we will give you as much notice as we reasonably can. Notice may be provided to you in the manner set out in clause 11.2.

9.4 If we reasonably consider that the change will have a significant detrimental impact on the majority of our customers using the Websites or on a specific class of customers who use the Websites in a particular way (and you are one of this class), and the change is not of a type described under clause 9.3, we will give you at least 30 days' prior notice of the change.

9.5 If the change is not of a type described in clause 9.2, 9.3 or 9.4, we will give you at least 10 days' prior notice of the change.

9.6 If we change the Terms of Use under this clause 9, you may choose to stop using the Websites. Any use of the Websites after a change of the Terms of Use takes effect will be governed by the varied Terms of Use.

9.7 We do not have to notify you if we make changes to the Websites.

10 Termination

10.1 You may stop using the Websites at any time, for any reason.

10.2 We may stop making the Websites, or a part of the Websites, at any time for any reason.

10.3 We may immediately suspend, terminate or limit your access to the Websites if:

- (a) you are in breach of the Terms of Use and (i) the breach is something which cannot be remedied, or (ii) you fail to remedy the breach within 30 days' of our written notice to you of that breach;
- (b) we believe on reasonable grounds that there is a real risk of serious loss or damage to us or another if we do not suspend, terminate or limit your access to the Websites;
- (c) the law requires us to do so;
- (d) we believe on reasonable grounds that providing access to the Websites to you is illegal or may become illegal; or
- (e) there is an emergency.

10.4 If you enter a contract for the supply of goods and/or services via the Websites, that contract will not be affected if Elders stops making the Websites or part of the Websites available to you, unless the goods and/or services are supplied via the Websites.

11 Communication with you

11.1 As part of some Website Services available via the Websites, we may communicate with you via email, or an SMS, or both, to an email address or a mobile phone number nominated by you. When we do this (except as set out in clause 11.2), the following will apply:

- (a) you are responsible for ensuring that your contact details for the online service/s are current, your email service or mobile phone account is operational and that you check your emails or mobile phone regularly for messages;
- (b) you must notify Elders as soon as possible of any changes to your contact details for the online service/s using the online method provided by Elders;
- (c) if Elders receives an automated email non-delivery notification indicating you have not received an email that Elders has sent you, Elders will use reasonable endeavours to attempt to contact you using the other contact details that you submitted in your online service contact details, including non-electronic means, but does not guarantee that Elders will be able to contact you.

11.2 Despite clause 11.1, for the purposes of clauses 9 and 10.2, we will give you notice by posting the content of the notice to the Websites.

12 Use of your information and material

12.1 When you send us any feedback, suggestions, ideas or other materials in relation to or via the Websites, you agree that we can use, reproduce, publish, modify, adapt and transmit them to others free of charge and without restriction, subject to our obligations in our Privacy Statement.

13 Goods and Services Tax

13.1 If GST is imposed on any supply made by us through the Websites, you must pay to us, in addition to any consideration payable or to be provided by you for this supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the consideration for the relevant supply payable or to be provided (without any deduction or set off) by you under any other clause in the Terms of Use. Any amount payable by you is payable on demand by us, whether such demand is made by an invoice or otherwise.

14 General Matters

14.1 This agreement is governed by the law in force in the South Australia, Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of South Australia, Australia and courts of appeal from them for determining any dispute concerning this agreement.

14.2 If any of the Terms of Use are invalid or unenforceable, it will be struck out and the remaining terms will remain in force.

14.3 If we do not act in relation to a breach by you of the Terms of Use, this does not waive our right to act with respect to subsequent or similar breaches. If you do not act in relation to a breach by us of the Terms of Use, this does not waive your right to act with respect to subsequent or similar breaches.

14.4 You may not assign or transfer your rights or benefits under the Terms of Use to any other person or entity without our prior consent, which we will not unreasonably withhold.

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