

Website Terms of Use

<http://www.potatocorner.com.au>

These Terms of Use (**Terms**) govern your use of our website located at <http://www.potatocorner.com.au> (**Site**) and form a binding contractual agreement between you, the user of the Site and us, Potato Corner Australia.

For that reason these Terms are important and you should ensure that you read them carefully and contact us with any questions before you use the Site. You can contact us at info@potatocorner.com.au.

By using the Site you acknowledge and agree that you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use the Site.

1. Licence to use Site

- 1.1 We grant you a non-exclusive, worldwide, non-transferable licence to use the Site in accordance with these Terms.
- 1.2 You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Site for your own personal, non-commercial use.
- 1.3 You must not add any content to the Site:
 - (a) unless you hold all necessary rights, licences and consents to do so;
 - (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
 - (c) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
 - (d) that would bring us, or the Site, into disrepute; or
 - (e) that infringes the intellectual property or other rights of any person.
- 1.4 The Site contains links to other websites as well as content added by people other than us. We do not endorse, sponsor or approve any such user generated content or any content available on any linked website.
- 1.5 You acknowledge and agree that:
 - (a) we retain complete editorial control over the Site and may alter, amend or cease the operation of the Site at any time in our sole discretion; and
 - (b) the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

2. Intellectual property rights

- 2.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Site.
- 2.2 By posting or adding any content onto the Site, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.
- 2.3 You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third

party has moral rights, you must also ensure that the third party also consents in the same manner.

2.4 The licence in paragraph (2.3) will survive any termination of these Terms.

2.5 You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in paragraphs (2.2) and (2.3).

3. Warranties

You represent and warrant to us that:

3.1 you have the legal capacity to enter these Terms; and

3.2 you have complied with clause 1.3.

4. Liability

4.1 To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.

4.2 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.

4.3 These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:

(a) in the case of goods:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of having the goods repaired; and

(b) in the case of services:

(i) the supply of the services again; or

(ii) the payment of the cost of having the services supplied again.

5. Termination

5.1 These Terms terminate automatically if, for any reason, we cease to operate the Site.

5.2 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

6. General

6.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.

6.2 If a provision of these Terms is invalid or unenforceable, it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

6.3 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

6.4 These terms are governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of New South Wales.

10 December 2014