

Terms of Use

These terms govern Your use of the Gardening Responsibly website operated and owned by Nursery & Garden Industry Pty Ltd ABN 36 001 075 574 (**GR**) located at <https://www.gardeningresponsibly.org.au/> (**Website**), and any portal hosted by the Website (**Portal**) (together, the **Online Services**).

You are only authorised to access or use the Online Services if You accept and agree to these terms. Your continued use of any of the Online Services is acceptance of, and agreement to be bound by, these terms and any changes made to them from time to time, which are effective immediately.

GR has the right to exclude any users from accessing the Online Services and to remove any information or content on the Online Services (including content uploaded by users), without giving any explanation or justification.

1. **Disclaimer**

Although GR takes care to ensure otherwise, GR does not guarantee or warrant that:

- (a) You will be able to access the Online Services at all times;
- (b) Your access will be uninterrupted or secure;
- (c) information found on the Online Services is current, accurate or complete; or
- (d) the servers used to provide the Online Services and associated servers are free of viruses and bugs.

2. **Liability**

Except as imposed by statute, in no event will GR be liable to You or any third party for any direct or indirect loss arising from any use or misuse of the Online Services, any reliance on any information found on the Online Services or any technical failures, delays in operation or transmission or malfunctions in equipment or software.

If statutory consumer guarantees or implied terms apply to the supply of services in connection with this agreement, to the extent permitted by statute, GR's liability for any breach of those consumer guarantees or implied terms is limited to provision of the services again.

GR does not accept responsibility for the accuracy or completeness of the information contained on the Online Services. If GR considers that information or content on the Online Services is unreliable or inaccurate, it may, at its own election:

- (a) inform users of the Online Services;
- (b) endeavour to make an appropriate correction;
- (c) remove any information or content; or
- (d) suspend the operation of all or any part of the Online Services.

GR does not accept responsibility for the conduct, whether online or offline, of any user of the Online Services.

3. **Indemnity**

You will at all times indemnify and keep indemnified GR, its officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arises out of, in connection with or in respect of any breach of these terms by You.

4. **Third party websites**

The Online Services contain links to other websites that are external to GR. GR has no direct control over the condition, content or operation of the linked websites and is not responsible for their condition,

content or operation. Inclusion of any linked website on the Online Services does not imply approval or endorsement of the linked website by GR.

5. **Privacy**

GR respects the privacy of individuals. GR will deal with personal information collected via the Online Services for the purposes disclosed on the Online Services and in accordance with its [privacy policy](#).

6. **Intellectual Property**

Unless otherwise indicated, or it is otherwise clear from the circumstances, GR controls the copyright and other intellectual property in the content and design of the Online Services (other than content uploaded by users to the Online Services via a Portal).

Other than saving an electronic copy or printing for personal reference, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, sell or reproduce the material in whole or part without the express approval of GR.

If You wish to reproduce any other text or images from the Online Services, please contact GR.

7. **User Content**

GR will use the Portal Content in accordance with the rules of the scheme or schemes it administers.

You grant GR a perpetual, non-exclusive, royalty-free, worldwide licence (including the right to sub-license) to use, reproduce, publish, adapt, communicate, apply and exploit content uploaded by You to the Online Services via a Portal (**Portal Content**).

You warrant that:

- (a) the provision of Portal Content will not infringe any other person's intellectual property rights and that GR does not require the consent of any person to use the Portal Content in accordance with this clause; and
- (b) (unless otherwise stated) the Portal Content is, to the best of Your knowledge, accurate, reliable, authentic, and complete.

The Portal Content enters into the public domain once uploaded to the Online Services, and GR will not and is not obliged to keep Portal Content confidential and may use Portal Content without crediting You.

8. **User Conduct**

You must not use the Online Services:

- (a) to engage in conduct or to upload material that is unlawful, misleading or deceptive, offensive, discriminatory, vilifying or obscene;
- (b) to upload viruses or bugs, or to do anything that could impair the condition, content or operation of the Online Services; or
- (c) to defame or disparage GR, members of any scheme administered by GR, or other users of the Online Services.

9. **Miscellaneous**

These terms embodies the entire understanding and agreement between the parties as to its subject matter.

Each party must promptly sign all documents and do all things that the other party reasonably requests to effect, perfect or complete these terms and all transactions incidental to it.

A waiver under these terms is not binding on a party unless it is in writing and signed by the party. A waiver is not a waiver of any other right.

Each of the agreements of the parties under these terms is severable from the others and the severance of one agreement does not affect the other agreements.

Neither party nor any person acting on behalf of a party may hold themselves out as being entitled to contract or accept payment in the name of or on account of the other party.

Except for terms and warranties that cannot by law be excluded, all implied terms and warranties are excluded.

These terms are governed by and must be construed in accordance with the laws of New South Wales. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales and all courts that have jurisdiction to hear appeals from those courts and waives any right to object to proceedings being brought in those courts for any reason.

If You become aware of misuse of the Online Services by any person, any errors in the content on the Online Services, any difficulty in accessing or using the Online Services, or any questions about these terms, please contact GR by email at info@gardeningresponsibly.org.au.