



# Website Terms & Conditions

## **Terms of Use**

These Terms and Conditions of Use (Terms of Use) apply to the use of the BioActive Soils website at [www.biactivesoils.co.nz](http://www.biactivesoils.co.nz) and any social media, online chat forum, pages or content established by, or associated with BioActive Soils. By using our internet site, you are deemed to have read and agree to be bound by these Terms of Use. If you do accept these Terms of Use, you must cease accessing the internet site immediately.

## **Privacy Policy & Terms of Trade**

As well as these Terms of Use the Privacy Policy also applies to you and your use of our internet site. You should ensure that you read the Privacy Policy in conjunction with these Terms of Use. In addition, any order for products and services through the website will be subject to BioActive Soils standard Terms of Trade.

## **Content**

While BioActive Soils endeavours to take all reasonable and appropriate care in the preparation of the content on the internet site and has no reason to believe that any information contained on the internet site is inaccurate, BioActive Soils does not warrant the accuracy, adequacy, or completeness of such information or that such information is error free. Information about products, services and knowledge are subject to change. BioActive Soils does not accept liability for any loss or damage which may result either directly or indirectly from reliance by you upon the accuracy of information contained on our internet site without limitation, where such loss or damage is a result of or contributed to by the negligence of BioActive Soils.

## **Posting**

The following provisions apply to any comments, statements, blogs, feedback, or interactions that you wish to post and are posted on our internet site

- A. BioActive Soils reserves the right without notice or explanation to
  - 1) Not allow the posting of any specific post, and
  - 2) Edit any specific post, or
  - 3) Remove any post
- B. Personal abuse, foul language, inappropriate subject matter, or discriminatory remarks of any nature will not be tolerated
- C. You agree to indemnify BioActive Soils on demand for any loss or costs of whatever nature suffered by BioActive Soils whether direct or consequential as a result of any breach by you of the paragraphs A and B above.

## **Opinions**

Unless explicitly stated otherwise the comments or statements posted on our internet site by others do not represent the opinions of BioActive Soils regardless of whether BioActive Soils may have edited or formatted such comments or statements in the course of their being posted on our internet site. To the best of BioActive Soils knowledge, all comments or statements made on the internet site represent the genuine opinion of authors of such comments or statements.

## **Intellectual Property**

Unless otherwise stated, BioActive Soils is the owner of, or otherwise has the right to use, all copyright, trademarks and other intellectual property rights relating to BioActive Soils and its products on the internet site. This includes without limitation, all intellectual property rights in respect of all text, graphics, logos, images, and any downloads that may be offered on our internet site. BioActive Soils ownership in such intellectual property is protected by both New Zealand and international law.

## **Amendments**

BioActive Soils reserves the right to amend or replace these Terms of Use, the Privacy Policy, and the standard Terms of Trade from time to time. Amendments will be effective immediately upon being placed on the website. Your continued use of the website following such amendments being placed on the website will represent an agreement by you to be bound by such terms as amended.

## **Licence**

BioActive Soils grants you a limited licence (Licence) for the purpose of learning about BioActive Soils and its products and services and making personal use of our internet site. Any contravention by you of these Terms of Use terminates the Licence immediately. Under no circumstances, without the prior written approval of BioActive Soils, may you adapt, reproduce, store, distribute, print, display, publish or create derivative works from any part of the site other than in accordance with the Licence. You must not use any data gathering and extraction tools or software to extract information from the internet website. You must not frame or utilise framing techniques to enclose any of the content of the internet site without obtaining express prior permission of BioActive Soils. You must not use any meta

tags or other hidden text which incorporate BioActive Soils name or any of its intellectual property including trademarks without the express prior permission of BioActive Soils You agree to fully indemnify BioActive Soils for any loss or damage it may suffer in contract, tort, equity, statute, regulation or otherwise, including without limitation any economic loss, loss of turnover, profits, business or goodwill, whether direct or consequential, in respect of any third party claims against BioActive Soils, its related parties, employees, contractors or agents that may arise as result of your breach of the Licence.

### **Linked Websites and Third-Party Information**

Our internet site may contain links to other website (Linked Websites). Those links are provided for convenience only and may not remain current or maintained. BioActive Soils is not responsible for the content or privacy practice associated with linked websites. Links with linked websites should not be construed as an endorsement by BioActive Soils, approval or recommendation of the owners or operators of those linked websites, or of any information, graphics, materials, products, or services referred to or contained on those linked websites, unless and to the extent stated to the contrary. Our internet site may contain information which is obtained from third parties and which those third parties or BioActive Soils may post on our site from time to time. Such information is provided for convenience only and BioActive Soils does not necessarily endorse the products, services or opinions referred to in the information.

### **Social Networking Sites**

The Terms of Use must be read in addition to the respective terms and conditions governing the use of social networking sites, such as Facebook and Twitter, as published by the relevant social networking site. By accessing a social networking site, you agree to be bound by and comply with, the terms and conditions of that social networking site, provided that these Terms of Use, along with our Privacy Policy are paramount where there are general terms and conditions published by the relevant social networking site.

### **Links**

BioActive Soils requires you obtain the prior written approval of BioActive Soils before providing any link to the website. Where such approval is given, you further agree that you will not use any BioActive Soils logo, trademark or other proprietary graphic as part of such link without the express prior approval of BioActive Soils.

### **Proprietary Notices**

In the event that you are granted permission by BioActive Soils to use any content from our internet site other than for personal use, subject to any contract agreement you reach with BioActive Soils, you must ensure all copyright, trademark and other proprietary notices contained in the content are retained.

## **Accessing**

You must take your own precautions to ensure that the process which you employ for accessing the internet site and or downloading any information from the internet site, does not expose you to the risk viruses, malicious computer code or other forms of interference which may damage your computer system, telecommunications equipment or other property. BioActive Soils does not accept responsibility for any interference or damage to your equipment which may arise in connection with your use of the internet site or any linked website.

## **Exclusion of Warranty**

To the fullest extent permitted by law, in relation to your access and use of the internet site any condition or warranty either express or which would otherwise be implied by law into these Terms of Use is hereby excluded.

## **Exclusion of Liability**

Under no circumstances will BioActive Soils, its employees or its agents be liable to you in contract, tort, equity, statute, regulation or otherwise for any loss, damage, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by you or by any other third party, whether direct or consequential (including without limitation any economic loss or other loss of turnover, profits, business or goodwill) arising out of any dispute or contractual, tortious or other claims or proceedings made by or brought against you which relate in any way to your access and use of the Internet Sites or in respect of any failure or omission on the part of BioActive Soils to comply with its obligations as set out in these Terms of Use in respect of your access and use of the Internet Sites. If you are using the Internet Sites for the purpose of a business, you agree that the provisions of the Consumer Guarantees Act 1993 do not apply to you.

## **Jurisdiction**

The Internet Sites are governed by and are to be interpreted in accordance with the laws of New Zealand and in all matters relating to or arising from your use of the Internet Sites, you agree to submit to the non-exclusive jurisdiction of the Courts of New Zealand.

## **Disputes**

In the event of any problem with the Internet Sites or any content, you agree that your sole remedy is to cease using the relevant Internet Site.

## **Waiver**

In the case of a breach of these Terms and Conditions by you or any other person, BioActive Soils is free to decide whether it wishes to take action for such breach, and if so when and how. BioActive Soils will not be prevented by passage of time or any other matter, from exercising its rights. If BioActive Soils waives any rights available to it under these Terms of Use on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

**Severability**

If any of these Terms of Use is held to be invalid, void, unenforceable or illegal for any reason, such provision shall be deemed to be severed from these Terms of Use and the remaining Terms of Use shall continue in force.

**No Assignment**

You may not assign any of your rights or obligations pursuant to these Terms of Use.

**Queries**

If you have any queries regarding these Terms of Use please don't hesitate to contact BioActive Soils.

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