

## Website Terms of Use

Welcome to the website of Pharmako Biotechnologies Pty Ltd (ABN 43 605 139 688) ("we", "us", "our" or the "Company"). This website is located on the web via the domain <http://pharmako.com.au> and includes all of the files located in that domain ("this Site").

### Agreement to these Website Terms of Use

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These terms of use govern your use of this Site ("Website Terms of Use") and constitute a binding agreement between you and us. By accessing this Site, you agree to be bound by these Website Terms of Use. If you do not agree to these Website Terms of Use do not access or use this Site. The legal relationship between the Company and its customers in relation to the supply of specific products provided by us will be subject to our standard terms or a contract agreed in writing between the Company, or its distributor and the customer.

### Privacy Policy

As part of these Website Terms of Use, your use of this Site is also subject to our Privacy Policy (located at <http://pharmako.com.au/privacy-policy>), which is incorporated by reference into these Website Terms of Use.

### Intellectual property

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#### Copyright

In these Website Terms of Use, the term "**Proprietary Content**" means:

- this Site;
- all of its content (including all of the text, graphics, designs, software, data, sound and video files and other information contained in this site, and the selection and arrangement thereof); and
- all software, systems and other information owned or used by us in connection with this Site (whether hosted on the same server as this site or otherwise).

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## **Trademarks**

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## **Restrictions on use**

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### **Prohibited conduct.**

It is prohibited to;

- copy, duplicate, distribute, transmit, reproduce, publish, license, transfer or sell or store the information on this Site or to create works that are derived from the above other than for your own personal and non-commercial use, without our prior written authorisation.
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this Site.
- use this site to decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- falsely imply that any other website is associated with this Site;
- do anything that leads, or may lead, to a decrease in the value of our Proprietary Rights in this Site;
- You must not use this Site or its content in any manner for any purpose which is illegal or prohibited by any applicable local, state, national or international law.

### **Violations of these Website Terms of Use**

Without limiting any other remedies available to us at law or in equity, we reserve the right to, without notice, temporarily or indefinitely suspend, or terminate, your access to this Site or refuse to provide information to you if:

- you breach any provision of these Website Terms of Use;
- we are unable to verify or authenticate any information that you provide to us; or
- we believe that your actions may cause damage and/or legal liability to the us, any of our customers or suppliers or any other person.

### **Indemnity**

You indemnify and hold harmless the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any losses, liabilities, costs, expenses or damages (including all legal fees on a solicitor-client basis)

suffered or incurred by any of us due to, arising out of, or in any way related to (directly or indirectly):

- your use of, or connection to, this Site; or
- your negligence or misconduct, breach of these Website Terms of Use or violation of any law or the rights of any person.

### **Disclaimer of warranties**

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THIS SITE, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This Site is provided strictly on an "as is" basis. The content is believed to be accurate, complete, current and reliable at the date the information was placed on the Site however to the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this Site or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of this Site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this Site will meet your requirements or expectations;
- anything on this Site, or on any third-party website referred or linked to in this site, is reliable, accurate, complete or up to date;
- the quality of any information or other material purchased or obtained through this Site will meet any particular requirements or expectations;
- the information on this Site can replace professional advice for individual or specific conditions;
- Our products will comply with your local laws or regulations;
- errors or defects will be corrected; or
- this Site or the servers that make it available are free of viruses or other harmful components.

### **Limitation of liability**

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#### **Exclusion of liability**

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise,

including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Website Terms of Use or the use of this Site by you or any other person.

### **Remedies limited.**

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at the Company's sole discretion):

- in the case of goods, to any of the following:
  - the replacement of the goods or the supply of equivalent goods;
  - the repair of the goods;
  - the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - the payment of the cost of having the goods repaired; and
- in the case of services:
  - the supply of the services again; or
  - the payment of the cost of having the services supplied again.

### **Severability**

The provisions of these Website Terms of Use are severable and, if any provision of these Website Terms of Use is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed, and the remaining provisions shall be enforced.

### **Variation**

We reserve the right to amend these Website Terms of Use and any other policy on this Site at any time in our sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this Site will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this Site.

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### **Force majeure**

To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Use, we exclude liability for any delay in performing any of our obligations under these Website Terms of Use where such delay is caused by circumstances beyond our reasonable control, and we will be entitled to a reasonable extension of time for the performance of such obligations.

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**Governing law and jurisdiction**

These Website Terms of Use will be governed in all respects by the laws of New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia and the courts of appeal from them.