

Website Terms of Use

1 Acceptance of Terms

- 1.1 This website (www.purepapayacare.com.au) (**Website**) is operated and owned by Pinnacle Pharma Pty Ltd ABN 16 603 050 059 (**Pinnacle**).
- 1.2 Your use of this website is subject to these terms of use ("**Terms**"). The Terms constitute a binding legal agreement between you and Pinnacle, and your use of the website constitutes your acceptance of these Terms and also Pinnacle's Privacy Policy [CREATE LINK]. If you do not agree to the Terms and Pinnacle's Privacy Policy, you must not use the Website.
- 1.3 Pinnacle may amend or modify the Website, the Terms and/or the Privacy Policy at its sole discretion and at any time. Any amendments are effective immediately upon publication on the Website. Your continued use of the Website indicates your continued acceptance of the Terms as modified.
- 1.4 These Terms will prevail over any other terms or agreement between you and Pinnacle.

2 User Content

- 2.1 Where the Website allows you to upload any content whatsoever to the Website (**User Content**), you:
 - (a) grant Pinnacle a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use the User Content in any way (including, without limitation, by reproducing, modifying, and communicating the User Content to the public) and permit Pinnacle to authorise any other person to do the same thing;
 - (b) to the full extent permitted by law, consent to any act or omission by Pinnacle which would otherwise constitute an infringement of your moral rights under the Copyright Act 1968 (Cth) (**Copyright Act**) in relation to the User Content; and
 - (c) acknowledge and agree that Pinnacle may delete, modify, or otherwise exploit in any manner contemplated by the Copyright Act any User Content submitted to or via the Website by you.
- 2.2 In each instance when you upload User Content to or via the Website, you:
 - (a) represent and warrant to Pinnacle that you have all right, title, interest and authority in the User Content which is necessary to grant the licences and consents set out in clauses 2.1(a) and 2.1(b);
 - (b) represent and warrant to Pinnacle that you have the permission to use the name and likeness of each person whose image appears in any User Content in the manner contemplated by these Terms;
 - (c) represent and warrant to Pinnacle that the use or exploitation of User Content by Pinnacle or any other user of the Website will not infringe the rights of any third party (including, but are not limited to, intellectual property rights and privacy rights); and
 - (d) agree and undertake to Pinnacle to pay all amounts which become owing to any person (whether by way of royalty or otherwise) as a result of or in connection with your submission of the User Content to or via the Website.
- 2.3 This clause 2 will survive termination of these Terms.

3 User conduct

3.1 In using the Website, you must:

- (a) obey all laws whatsoever (including international law) which may apply in respect of your use of the Website.
- (b) not take any action that is likely to impose upon the Website or the infrastructure of Pinnacle (or its third party service providers) a disproportionately large load;
- (c) not interfere with the proper working of the Website or any activities conducted via the Website, including by using any automated or manual software or process to "crawl", "spider" or engage in similar conduct in relation to the Website;
- (d) except to the extent the Copyright Act allows you to do so, not reverse engineer or otherwise seek to obtain any source code forming part of the Website;
- (e) not add any User Content:
 - (i) unless you hold all necessary rights, licences and consents to do so;
 - (ii) that may result in you or Pinnacle breaching any law, regulation, rule, code or other legal obligation;
 - (iii) 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, profane, in breach of confidence, in breach of privacy or harassing;
 - (iv) that would bring Pinnacle or the Website into disrepute;
 - (v) that infringes the rights of any person;
 - (vi) that you know (or ought reasonably suspect) is false, misleading, untruthful or inaccurate;
 - (vii) that contains unsolicited or unauthorised advertising (including junk mail or spam); or
 - (viii) that contains computer or software viruses, files or programs that are designed to interfere with the ordinary functionality of the Website, or obtain unauthorised access to any system, information, security device belonging to Pinnacle or any third party.

4 Intellectual Property Rights

- 4.1 Except where otherwise indicated, Pinnacle is the sole owner or licensee of all intellectual property comprised in the Website (including all intellectual property comprised in the Website content), and nothing in these Terms constitutes a transfer of any intellectual property rights in or related to the Website or Website content.
- 4.2 You acknowledge and agree that the Website and the content contained therein are protected by copyright, trademarks, service marks, patents, design registrations, and other proprietary rights and laws, and you agree to comply with and maintain all copyright notices and other restrictions on content accessed on or via the Website.
- 4.3 You must not do anything which breaches or otherwise interferes with Pinnacle's intellectual property rights or the intellectual property rights of any of its third party licensors. You may not distribute, reproduce, publish, alter, modify or create derivative works from the Website content

without Pinnacle's prior written permission or the relevant third party licensor or exploit such contents for commercial benefit.

- 4.4 You acknowledge and agree that damages may not be an adequate remedy for a breach of this clause 4 and that equitable or injunctive relief may be necessary.

5 Third party sites

- 5.1 The Website may contain links to websites that are owned and operated by third parties. Pinnacle has no control over these external websites, which are governed by terms and conditions and privacy policies independent of Pinnacle.
- 5.2 You acknowledge and agree that when you access a third party website available via a link contained on the Website:
- (a) you do so at your own risk and understand that you should review the privacy policy and terms and conditions of that website;
 - (b) Pinnacle is not liable for the content, accuracy, lawfulness, appropriateness, or any other aspect of that third party website; and
 - (c) you acknowledge and agree that to the full extent permitted by applicable law, Pinnacle will not be liable for any loss or damage suffered by you or any other person as a result of or in connection with your access or use of any third party website available via a link on the Website.

6 Disclaimer

- 6.1 The content contained on the Website (including all information provided in relation to Pinnacle's products) is not intended as medical advice, and you should consult your healthcare professional before making healthcare decisions or using any Pinnacle products. You should ensure that any use by you of a Pinnacle product is consistent with the directions on the label of that product.
- 6.2 The information contained in this Website contains opinions and indicators only, which should not be relied upon to make business decisions.
- 6.3 To the full extent permitted by law and subject always to clause 7.4, the Website is provided to you "as is" and on an "as available" basis, without any representation or endorsement made and without warranty or guarantee of any kind (whether express or implied). Pinnacle does not guarantee continuous, uninterrupted or secure access to the Website, or that its servers are free of computer viruses, bugs or other harmful components or that defects will be corrected. To the extent permitted by law, Pinnacle has no liability to you whatsoever for loss or costs of any kind you suffer as a result of or in connection with any disruption or other difficulties in using the Website.

7 Warranties and liability

- 7.1 To the full extent permitted by law, and subject always to clause 7.4, Pinnacle excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.
- 7.2 To the full extent permitted by law, and subject always to clause 7.4, Pinnacle excludes all liability to you for any loss or damage suffered or incurred by you in the course of or as a result of using the Website (including any special, indirect, consequential or incidental loss, any loss of profits, loss of data, or lost opportunity), whether in contract, negligence or other tort, breach of any statutory duty, or otherwise, including loss or damage suffered in connection with:

- (a) any decisions (including medical decisions) that you may make on the basis of information or material contained on the Website; and
 - (b) your use of the Website or any third party website which has been accessed via the Website (including damage suffered as a result of software or other viruses to which you may have been exposed in the course of using the Website).
- 7.3 In the event that Pinnacle terminates the Website or your access to the Website pursuant to clause 8, you release Pinnacle from all liability for any loss or damage suffered by you as result of or arising out of such termination.
- 7.4 Notwithstanding anything in these Terms, certain legislation including the *Competition and Consumer Act 2010* (Cth), may imply warranties, conditions or guarantees or impose obligations or remedies which cannot be excluded, restricted or modified except to a limited extent. To the extent that such legislation applies, these Terms must be read subject to those statutory provisions and nothing in these Terms is intended to alter or restrict the operation of such provisions. If those statutory provisions apply, notwithstanding any other provision of these Terms, to the extent that we are entitled to do so, Pinnacle limits its liability pursuant to such provisions:
- (a) in the case of goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods; 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.

8 Termination

- 8.1 These Terms terminate automatically if Pinnacle ceases to operate the Website for any reason.
- 8.2 You acknowledge and agree that:
- (a) Pinnacle may terminate your access to the Website at any time without giving any explanation.
 - (b) Pinnacle may terminate these Terms immediately by notice to you in writing if you breach these Terms in any way.
 - (c) Termination of these Terms or your access to the Website does not release you from any of your obligations and liabilities that may have arisen or been incurred prior to the date of such termination.

9 General

- 9.1 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms.
- 9.2 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.
- 9.3 These Terms are governed by the laws of NSW, Australia and each party submits to the jurisdiction of the courts of that State and all courts of appeal therefrom.