

Terms and Conditions SustainaWOOL™ Integrity Scheme

1. Application of these Terms and Conditions

Our services are made available to you (**you, your, User**) in accordance with the below terms and conditions (**Terms and Conditions**). Please read the Terms and Conditions carefully. Your registration for accreditation or use of our Services indicates your acceptance of the Terms and Conditions.

2. Variation of these Terms and Conditions

We may make changes to these Terms and Conditions at any time. You should check these Terms and Conditions regularly for such changes. If we change these Terms and Conditions we will publish an updated version under the 'Terms and Conditions' link on the SustainaWOOL™ website. Your access or use of the Site after an updated version of these Terms and Conditions has been made available on the Site indicates your acceptance of the Terms and Conditions as changed by us.

3. Services

- 3.1 Our services involve: a single, rigorously audited sustainability scheme that is independently owned and operated allowing wool from accredited farms to be made available to users worldwide.
- 3.2 We grant you a non-exclusive, non-transferable, royalty-free, limited licence to use the Services in accordance with these End User Terms.

4. User information and Warranties

- 4.1 You are responsible for providing, updating and maintaining, correct (a) information about yourself including your registration, and (b) information that you provide to us as part of the integrity scheme (**User Information**).
- 4.2 By submitting User Information to us, and using the Services, you grant us a non-exclusive, royalty-free, transferable licence to collect, use and disclose the User Information in order to provide the Services to you, and other users of the Integrity Scheme, and for the purposes set out in our Privacy Policy.
- 4.3 You warrant that:
 - (a) you possess the legal authority to provide all relevant User Information to us;
 - (b) you will at all times comply with all relevant laws and regulations; and
 - (c) your User Information is accurate, current, complete and not misleading.
- 4.4 You must not use the Services for any activities, or to post or transmit any material, that:
 - (a) would cause you or us to breach any law, regulation, rule, code or other legal obligation (including any privacy law or intellectual property right);

- (b) defames, harasses, threatens, menaces, offends or restricts any person; or
- (c) would bring us, or the Services, into disrepute.

5. Intellectual Property Rights

- 5.1** Our Services contains intellectual property which is owned by or licensed to us and is protected by Australian, and international laws, including but not limited to the trademarks, trade names, software, content, design, images, graphics, layout, appearance, layout and look of our Services.
- 5.2** You agree that, as between you and us, we own all intellectual property rights in the Services, and that nothing in these Terms constitutes a transfer to you of any intellectual property rights.

6. Privacy

- 6.1** We will collect, use and disclose any personal information in accordance with our privacy policy available [here](#), and in accordance with the Privacy Act 1988 (Cth) in Australia and the Privacy Act 1993 (NZ) and any other applicable privacy laws, including any determination, code or guideline issued under those laws in the relevant territory (Privacy Laws).
- 6.2** You must ensure that your disclosure of User Information to us complies with all relevant Privacy Laws.

7. Termination and Suspension

- 7.1** We reserve the right to deny or suspend your access to the Services at any time, for any reason whatsoever (including any breach of these Terms), at our absolute discretion.
- 7.2** On termination or expiry of this agreement, you must immediately cease using the Services.

8. Disclaimer and Liability

- 8.1** While we use reasonable efforts to provide the Services in accordance with their stated description, you acknowledge the following (to the extent permitted by law and subject to clause 9.2):
 - (a) The Services are provided strictly on an "as is" and "as available" basis;
 - (b) We exclude all liability to you for any:
 - (i) inaccuracy, incompleteness, or inappropriateness of the Services;
 - (ii) delay or unavailability of the Services, or the Services being out-of-date;
 - (iii) data loss or corruption, or any viruses or other harmful components associated with Services; and
 - (iv) use of the Services by you, including any decisions made or outcomes based on the Services
 - (c) We are not liable to you (whether in contract, tort, negligence or otherwise) for any loss of profit, revenue, anticipated savings, goodwill, reputation or opportunity, or any other indirect or special loss or damage; and

- (d) To the extent we have any liability to you in relation to the Services or under these Terms (other than for our fraud, breach of clause 6 (Privacy) or under the indemnity in clause 10.2), our liability is limited to resupply of the Services.

8.2 You acknowledge that the Services may assist you in dealing with Institutions, but we are not providing you with any legal, taxation, financial or other advice about the suitability or appropriateness of any service and we express no opinion on any service or Institution.

9. Implied Warranties

9.1 To the maximum extent permitted by law, and subject to clause 9.2, any representation, warranty, condition, guarantee or undertaking that would be implied into these Terms by legislation or otherwise is excluded.

9.2 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by Consumer Law or any other applicable law that cannot be excluded, restricted or modified ('Non-Excludable Obligation'). However, to the maximum extent permitted by law, our liability for a breach of a Non-Excludable Obligation is limited, at our option, to the cost of supplying the Services again or payment of the cost of having the Services supplied again.

9.3 For the purposes of the above, "Consumer Law" means (a) in Australia, as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

10. Indemnity

10.1 You indemnify us from any Third Party Claims against us which arise due to your breach of the Terms.

10.2 We indemnify you from any Third Party Claims against you which arise due to our Services infringing a third party's intellectual property rights (other than due to your User Information, or any acts or omissions by you). If our Services are alleged to infringe a third party's intellectual property rights, we may, at our sole option and expense, elect to modify or replace the Services so they are non-infringing, or cancel supply of the Services and terminate this agreement. To the extent permitted by law, this clause states our sole liability, and your sole remedy, with respect to our Services infringing a third party's intellectual property rights.

10.3 Each party's liability under an indemnity is reduced to the extent that liability was caused or contributed by the other, and an indemnified party must: (i) promptly give written notice to the indemnifying party of the Third Party Claim; and (ii) allow the indemnifying party to conduct the defence and settlement of that claim (provided the indemnified party is not detrimentally impacted).

10.4 For the purposes of this clause Third Party Claim means any claim, suit, action or demand by a third party, and will include any directly related liability, cost, damage or expense (including a fine or penalty imposed by a regulator).

11. Confidentiality

11.1 Each party must (unless expressly agreed otherwise): (a) use Confidential Information only for the purposes of the Services; and (b) keep confidential all Confidential Information and only disclose

Confidential Information of the other party to its Personnel who need to know for the purposes of providing the Services.

- 11.2** The confidentiality obligations in clause 13.1 do not apply to information that: (a) is or becomes legally in the public domain at the time of disclosure without a breach of clause 13.1; (b) is legally obtained from a third party; (c) was already in the possession of a party at the time of disclosure without any associated obligation of confidentiality; (d) has been independently developed by a party; or (e) is required to be disclosed by law or the rules of a stock exchange.
- 11.3** For the purposes of this clause, Confidential Information means all information that could be reasonably regarded in the circumstances as confidential and not part of the public domain, including, without limitation, information relating to the terms of this agreement or a party's business affairs.

12. Force Majeure

- 12.1** Neither party shall be liable for non-performance or delays caused by an external event beyond the reasonable control of a party, including, without limitation, acts of war, terrorism, cyber or data security attack, civil commotion, epidemic, natural disasters, blockades, embargoes, strikes and lockouts, any other acts of god or act of any government or governmental agency (Force Majeure Event). If the Force Majeure Event continues for a period of 60 days or more, the party not relying on the Force Majeure Event may terminate the affected agreement.

13. General

- 13.1** (Assignment) A party must not assign or novate this agreement, except with the prior written permission of the other party (not to be unreasonably withheld). However, we may assign our rights or novate this agreement to any of our group companies or in connection with a merger or consolidation involving us or the sale of substantially all of our assets.
- 13.2** (Severability) If any part of these terms is illegal or unenforceable, it will be severed from these terms and the remaining terms will continue in full force and effect.
- 13.3** (Delay) No delay or failure by either party to exercise a right under these terms prevents the exercise of that right or any other right on that or any other occasion.
- 13.4** (Survival) Any provision of these Terms which is by its nature a continuing obligation will survive termination of these Terms (e.g. clause 8 (Disclaimer & Liability) clause 9 (Implied Terms) and clause 10 (Indemnity)).
- 13.5** (Laws) These End User Terms are governed by the laws of New South Wales, Australia.