

URBAN GREEN FARMS PRODUCTS 'SUBSCRIPTION' TERMS AND CONDITIONS

This page (together with the documents referred to on it) tells you the terms and conditions on which we will supply to you the Products (Products) listed on our website www.urbangreenfarms.com.au (our site) via one of our subscription services (Services).

Please read these terms and conditions carefully before subscribing to one of our Services. You should understand that by subscribing to one of our Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

YOUR STATUS

By placing an order through our site, you warrant that:

- A) you are legally capable of entering into binding contracts; and
- B) you are at least 18 years old;
- C) you are resident of Australia; and
- D) you are accessing our site from that country.

1. INTERPRETATION

1.1 Definitions:

ACL: the Australian Consumer Law Schedule of the Competition and Consumer Act 2010 (Cth) and its associated Regulations as amended from time to time.

Agreed Purposes: the supply of the Products by Urban Green Farms to the Subscriber in accordance with these Conditions.

Annual Subscription Fee: the annual subscription fee notified by Urban Green Farms to the Subscriber in advance of the Contract and payable in accordance with clause 5 or as otherwise agreed in writing during the course of the Contract.

Business Day: a day other than a Saturday, Sunday or public holiday in Victoria, Australia when banks are open for business.

Commencement Date: has the meaning set out in clause 2.2.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.4.

Contract: the contract between Urban Green Farms and the Subscriber for the supply of Products in accordance with these Conditions.

Urban Green Farms: Urban Green Farms Pty Ltd ACN 616 986 264.

Corporations Act: Corporations Act 2001 (Cth)

Data Controller: has the meaning given to it in the Data Protection Legislation.

Further Subscription Period: has the meaning given in clause 5.

GST: the goods and services tax under the GST law as that term is defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) and its associated Regulations as amended from time to time.

Initial Subscription Period: has the meaning given in clause 5.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), improvements, modifications derivations and discoveries in or related to Urban Green Farms business and services and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Insolvency Event: in respect of a party to the Contract, any one or more of the following events or circumstances:

- (a) being in liquidation or provisional liquidation or under administration;
- (b) having a Controller or analogous person appointed to it or any of its property;
- (c) being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;

(d) being unable to pay its debts or being otherwise insolvent;

(e) becoming an insolvent under administration, as defined in section 9 of the Corporations Act;

(f) entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;

(g) any analogous event or circumstance under the laws of any jurisdiction;
or

(h) taking any step or being the subject of any action that is reasonably likely to result in any of the above occurring,

unless such event or circumstance occurs as part of a solvent reconstruction, amalgamation, compromise, arrangement, merger or consolidation approved by the other party to the Contract (which approval is not to be unreasonably withheld or delayed).

Permitted Recipients: the parties to this Contract, the employees of each party and any third parties engaged to perform obligations in connection with this Contract.

Personal Information: information or an opinion about an identified individual, or an individual who is reasonably identifiable:

(a) whether the information or opinion is true or not; and

(b) whether the information or opinion is recorded in a material form or not.

Privacy Laws: the Privacy Act 1988 (Cth) and the Australian Privacy Principles (as contained in the Privacy Act 1988 (Cth)).

Publication: the publication or publications subscribed to by the Subscriber following payment of one or more Annual Subscription Fees.

Subscriber: the person or firm who purchases a Subscription from Urban Green Farms

Subscription: the annual subscription to Products or Services supplied by Urban Green Farms to the Subscriber in accordance with these Conditions.

1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(b) Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(c) A reference to writing or written includes email

(d) Headings are for convenience only and do not affect the interpretation of this Agreement.

(e) The singular includes the plural and vice versa.

(f) Words that are gender neutral or gender specific include each gender.

(g) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

(h) No rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement or any part of it.

2. COMMENCEMENT AND BASIS OF CONTRACT

2.1 Submitting the relevant subscription order with Urban Green Farms constitutes an offer by the Subscriber to purchase a Subscription in accordance with these Conditions.

2.2 The offer shall only be deemed to be accepted when Urban Green Farm Issues written acknowledgment at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Subscriber seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, including in particular any terms which the Subscriber seeks to impose in any purchase order or similar.

3. AVAILABILITY AND DELIVERY

3.1 Urban Green Farms shall supply the requested Products to the Subscriber for the agreed time following payment of the Weekly, Monthly or Annual Subscription Fee (following payment).

3.2 Whilst Urban Green Farms will use all reasonable endeavours to ensure that Products are in accordance with their advertised Subscriptions, there may be circumstances beyond Urban Green Farms control which delays Products due to stock and availability.

3.3 Urban Green Farms shall have the right to make any changes to the Products which are necessary to comply with any applicable law or regulatory requirement.

3.4 Your order will be fulfilled by the dispatch date set out in the Email or, unless there are exceptional circumstances. Urban Green Farms will aim to notify you in reasonable time if there will be a delay in dispatch. Delivery is usually between 7-10 working days of the dispatch date, pending orders in Australia. Urban Green Farms cannot accept responsibility for any delays in delivery that are out of our control.

3.5 Deliveries are made to the address provided during signup, unless written notification to change this delivery address is provided by you. Urban Green Farms cannot accept responsibility for deliveries that do not reach the customer due to an incorrect delivery address being provided.

3.6 The Products will be used at your own risk from the time of delivery.

3.7 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

3.8 We warrant that any Product purchased from us through our site will, on delivery, conform with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

5. CHARGES, PAYMENT AND SUBSCRIPTION PERIOD

5.1 The Subscriber shall pay for the Subscription as outlined by payment of the Subscription Fee, at which point the Subscription and the terms shall commence.

5.2 The Subscription Fee may be increased in each year at any time prior to any subsequent Annual Subscription Fee becoming due. Existing subscribers will be notified and those agreed charges will remain.

5.3 At the end of the Subscription Period, the Subscription shall terminate in accordance with clause 9. Once all payments are made.

5.4 The Subscriber shall pay each invoice submitted by Urban Green Farms:

(a) in full and in cleared funds to a bank account nominated in writing by Urban Green Farms, and time for payment shall be outlined in the subscription.

5.5 All amounts payable by the Subscriber are inclusive of GST..

5.6 If the Subscriber fails to make any payment due to Urban Green Farms by the due date for payment, or payment cycle then the Subscriber may pay interest on the overdue amount at the rate of 2% per cent per annum above the rate fixed by the Penalty Interest Rates Act 1983. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Subscriber shall pay the interest together with the overdue amount.

5.7 The price of the Products and our delivery charges will be as quoted on our site or in agreement.

5.8 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Email.

5.9 Payments for all Products are processed via our portal. We also accept all major debit and credit cards via Paypal and EWay.

6. INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights in or arising out of the Products or any materials distributed owned by Urban Green Farms. The Products and materials are provided for the sole internal use of the Subscriber and may not be copied or distributed to any third party without Urban Green Farms written consent and Urban Green Farms reserves the right to suspend or cancel any Subscription without notice (and without refund) if it has reasonable belief that the Subscriber has breached the terms of this clause or of any other clause limiting the amount of users of the services.

7. DATA PROTECTION

7.1 Each party shall comply with all the obligations imposed under the Privacy Laws. This clause is in addition to and does not relieve, remove, or replace, a party's obligations under the Privacy Laws.

7.2 Without prejudice to the generality of clause

7.1, Urban Green Farms shall, in relation to any Personal Information processed in connection with the performance by Urban Green Farms of the its obligation under the Contract:

(a) only collect, use and disclose Personal Information strictly for the purpose for which that Personal Information was disclosed to it;

(b) unless otherwise instructed by the Client, only store Personal Information for the period necessary to fulfil that purpose and must destroy that information when it is no longer required and upon request from the Client;

(c) comply with any of the Client's reasonable requests or directions in respect of the Personal Information;

(d) protect Personal Information it holds from misuse, interference and loss, as well as maintain/implement systems and processes to ensure the security of personal information;

(e) reasonably assist the Client to resolve any request for access, correction or a complaint in relation to Personal Information;

(f) promptly notify the Client if it is aware of any misuse, interference, loss, unauthorised access, modification or disclosure of Personal Information by itself or its personnel; and

7.3 only disclose Personal Information to others in compliance with these requirements after obtaining the Client's consent.

7.4 The Subscriber shall indemnify urban Green Farms against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Urban Green farms arising out of or in connection with the breach of the Privacy Laws or this clause 7 by the Subscriber, its employees, agents or subcontractors.

8. LIMITATION OF LIABILITY

8.1 Except as the Conditions specifically state, or as contained in any express warranty provided in relation to the Services, the Contract does not include by implication any other term, condition or warranty in respect of the quality, acceptability, fitness for purpose, description or performance of the Services or any contractual remedy for their failure.

8.2 If the Client is a consumer (within the meaning of the ACL) nothing in these Conditions restricts, limits or modifies the Client's rights or remedies against Urban Green Farms for failure of a statutory guarantee under the ACL.

8.3 If clause 8.2 does not apply, then other than as stated in these Conditions or any written warranty statement in the Engagement Letter, Urban Green Farms is not liable to the Client in any way arising under or in connection with the sale, use of, or any other dealings with the Services by the Client or any third party.

8.4 Nothing in the Contract shall limit or exclude Urban Green Farms liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

(b) fraud or fraudulent misrepresentation.

8.5 Subject to clause 8.1, Urban Green Farms shall not be liable to the Subscriber, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of damage to goodwill; and
- (g) any indirect or consequential loss,

8.6 Except to the extent of any liability imposed under the ACL. When preparing the Products, Urban Green Farms makes use of information gathered from a variety of sources (including from market participants and information in the public domain) that has not been subject to independent verification by Urban Green Farms. Whilst Urban Green Farms considers that the information supplied from its sources is accurate, no warranty can be given as to the accuracy of the same and Urban Green Farms shall not be responsible for any errors arising as a result of such information being incorrect or inaccurate.

8.7 Urban Green Farms makes no warranty as to the results to be obtained from the Subscriber's use of the information contained.

8.8 Urban Green Farms makes use of third party suppliers. Urban Green Farms shall incur no liability in relation to the services provided by the Subscription which remains the responsibility of the provider/owner, and the Subscriber's representative must follow all instructions given by the provider, including in particular any health and safety requirements given.

8.9 Subject to clause 8.4, Urban Green Farms total liability to the Subscriber, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the Annual Subscription Fee currently in force for the Products subscribed to by the Subscriber.

8.10 Nothing in these Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the supply of Services which cannot be excluded, restricted or modified.

8.11 This clause 8 shall survive termination of the Contract.

9. TERMINATION

9.1 Urban Green Farms may terminate the Subscription if payment of scheduled subscription agreement has defaulted after two (2) attempts of failed transaction.

9.2 The Subscriber may terminate any non-monetary subscription at any time. For the sake of clarity, any subscription package that includes a payment duration for products and services provided, will require completely of payment cycle or lump sum payment before termination.

10. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason:

(a) the Subscriber shall immediately pay to Urban Green Farms all outstanding unpaid invoices and interest and, in respect of any Subscription (including all products) supplied but for which no invoice has been submitted, Urban Green Farms shall submit an invoice, which shall be payable by the Subscriber immediately on receipt;

(b) the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

(c) clauses which expressly or by implication survive termination shall continue in full force and effect.

11. GENERAL PROVISIONS

11.1 Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract (save for any obligation to make a payment) if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 Assignment and other dealings.

(a) Urban Green Farms may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

(b) The Subscriber shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

11.3 Entire agreement.

(a) This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11.4 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

11.5 Waiver. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

(a) waive that or any other right or remedy; or

(b) prevent or restrict the further exercise of that or any other right or remedy.

11.6 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.7 Notices.

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be

delivered personally, or sent by pre-paid first class post or other next working day delivery service, or commercial courier.

(b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 11.7(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

(c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

11.8 Third parties. No one other than a party to the Contract shall have any right to enforce any of its terms.

11.9 Disclaimer of Partnership.

(a) Unless expressly stated otherwise, nothing contained in these Conditions or the Contract is to imply or constitute a partnership, joint venture or employment relationship between the parties.

(b) No party has the right or authority to assume, create or incur any commitment, liability or obligation of any kind against, or in the name of, or on behalf of, any other party except as expressly provided in this Agreement

11.10 Counterparts. The Contract may be executed in any number of counterparts all of which taken together constitute one instrument. All parties agree that a facsimile of a party's signature or other electronically transmitted signature of a party is sufficient to indicate their approval of the terms of the Contract and these Conditions and agree to be so bound.

11.11 Each Party Must Do Whatever Is Necessary. Each party must do or refrain from doing (as the case may be) whatever is reasonably necessary to give full effect to these Conditions, both before and after the Contract is executed. This may include executing a document or carrying out an act.

11.12 These Conditions Continue. These Conditions continue to have effect and do not merge where necessary to ensure the intentions of the parties.

11.13 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of Victoria, Australia.

11.14 Jurisdiction. Each party irrevocably agrees that the courts of Victoria, Australia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.