

Down Under Foods, LLC DBA as "Down Under Foods", "Down Under Pies"  
(and any future DBA entities) – all information current as at 14<sup>th</sup> July 2014

### ANTI-SPAM POLICY

#### **Credit**

This document was created using a Contractology template available at <http://www.freenetlaw.com>.

#### **What is spam?**

In the context of electronic messaging, spam refers to unsolicited, bulk or indiscriminate messages, typically sent for a commercial purpose.

**Down Under Foods, LLC** (hereinafter referred to as **DUF**) has a zero-tolerance spam policy.

#### **Automated spam filtering**

DUF's messaging systems automatically scan all incoming email messages, and filter-out messages that appear to be spam.

#### **Problems with spam filtering**

No message filtering system is 100% accurate, and from time to time legitimate messages will be filtered-out by DUF's systems.

If you believe this has happened to a message you have sent, please advise the message recipient by another means. This problem can usually be rectified if you hit "reply" to a message we can send you.

You can reduce the risk of a message being caught by the spam filters by sending the message in plain text (i.e. no HTML), removing unnecessary attachments, and ensuring that your messages are scanned for malware before dispatch.

#### **User spam**

DUF provides a facility that enables users to send email messages to us. Users must not use this facility to send unsolicited, bulk or indiscriminate messages, whether or not for commercial purposes. Full terms and conditions concerning the use of the facility are set out below.

#### **Receipt of unwanted messages purporting to be from DUF**

In the unlikely event that you receive any message from DUF or sent using systems that may be considered to be spam, please contact us using our contact details below and the matter will be investigated.

#### **Changes to this anti-spam policy**

DUF may amend this anti-spam policy at any time by publishing a new version on this website but will not otherwise communicate that fact.

#### **Contact us**

Should you have any questions about this anti-spam policy, please contact us using the details set out below:

[Info@downunderfoods.com](mailto:Info@downunderfoods.com)

## **COOKIES POLICY**

### **Credit**

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### **About cookies**

This website uses cookies. By using this website and agreeing to this policy, you consent to DUF's use of cookies in accordance with the terms of this policy.

Cookies are files sent by web servers to web browsers, and stored by the web browsers.

The information is then sent back to the server each time the browser requests a page from the server. This enables a web server to identify and track web browsers.

There are two main kinds of cookies: session cookies and persistent cookies. Session cookies are deleted from your computer when you close your browser, whereas persistent cookies remain stored on your computer until deleted, or until they reach their expiry date.

### **Cookies on our website**

DUF's web page is hosted by [Go Daddy](#) and its privacy directives, including the use of cookies, can be found [here](#).

DUF's credit card payment processing for product orders is undertaken by [PayPal](#) and its privacy directives, including the use of cookies, can be found [here](#).

DUF does not otherwise collect any of its own information and has no plans to do so at this time. This policy is subject to change without notice and will only be communicated on this site.

### **Google cookies**

DUF may decide to utilize Google Analytics to analyse the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. If used, the information generated relating to our website is used to create reports about the use of the website. Google will store and use this information. Google's privacy policy is available [here](#).

DUF may publish Google AdSense interest-based advertisements on this website. These are tailored by Google to reflect your interests. To determine your interests, Google will track your behaviour across the web using cookies. You can view, delete or add interest categories associated with your browser using Google's Ads Preference Manager, available [here](#). You can opt-out of the AdSense partner network cookie [here](#). However, this opt-out mechanism uses a cookie, and if you clear the cookies from your browser your opt-out will not be maintained. To ensure that an opt-out is maintained in respect of a particular browser, you should use the Google browser plug-in available [here](#).

If DUF decides to utilize Google Analytics or to publish Google AdSense, said activity on this website but without notice.

### **Other third party cookies**

As our business develops, and when you use this website, you may also be sent third party cookies which may be used to refine our services, to improve our products or to create general interest in our site. While we have no plans to do so now, that may change in future and will be communicated here without notice.

### **Refusing cookies**

Most browsers allow you to refuse to accept cookies.

For example, in Internet Explorer, you can refuse all cookies by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector. In Firefox, you can adjust your cookies settings by clicking "Tools", "Options" and "Privacy". Other browsers will provide information in the relative "Help" sections.

Blocking cookies will have a negative impact upon the usability of some websites.

## **COPYRIGHT NOTICE**

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- copy and store this website and the material on this website in your web browser cache memory; and
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### **Data mining**

The automated and/or systematic collection of data from this website is prohibited.

### **Permissions**

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DUF takes the protection of its copyright very seriously.

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If you become aware of any use of DUF's copyright materials that contravenes or may contravene the license above, please report this by email to [info@downunderfoods.com](mailto:info@downunderfoods.com).

### **Infringing material**

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## **LEGAL DISCLAIMER**

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### **No advice**

This website contains general information about legal matters. The information is not advice, and should not be treated as such.

### **Limitation of warranties**

The legal information on this website is provided "as is" without any representations or warranties, express or implied. DUF makes no representations or warranties in relation to the legal information on this website.

Without prejudice to the generality of the foregoing paragraph, DUF does not warrant that:

- the legal information on this website will be constantly available, or available at all; or
- the legal information on this website is complete, true, accurate, up-to-date, or non-misleading.

### **Professional assistance**

You must not rely on the information on this website as an alternative to legal advice from your attorney or other professional legal services provider.

If you have any specific questions about any legal matter you should consult your attorney or other professional legal services provider.

You should never delay seeking legal advice, disregard legal advice, or commence or discontinue any legal action because of information on this website.

### **Liability**

Nothing in this legal disclaimer will limit any of our liabilities in any way that is not permitted under applicable law, or exclude any of our liabilities that may not be excluded under applicable law.

## **PRIVACY STATEMENT**

Your privacy is important to DUF. This privacy statement provides information about the personal information that DUF collects, and the ways in which DUF uses that personal information.

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### **Personal information collection**

DUF may collect and use the following:

- information about your use of this website
- information that you provide using for the purpose of registering with the website
- information about transactions carried out over this website
- information that you provide for the purpose of subscribing to the website services and
- any other information that you send to DUF

### **Using personal information**

DUF may use your personal information to:

- administer this website
- personalize the website for you
- enable your access to and use of the website services
- publish information about you on the website
- send to you products that you purchase
- supply to you services that you purchase
- send to you receipts, statements and invoices
- collect payments from you; and
- send you marketing communications

Where DUF discloses your personal information to its agents or sub-contractors for these purposes, the agent or sub-contractor in question will be obligated to use that personal information in accordance with the terms of this privacy statement.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, DUF may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

### **Securing your data**

DUF will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

DUF will securely store all the personal information you provide. Go Daddy via its shopping cart on our website, and PayPal which will process credit card payments will store securely any credit card information you provide in the course of purchasing DUF products. As DUF does not process payments for its products, and neither does DUF have revealed any of your credit card information, DUF will not be responsible for any misuse, criminal or otherwise, in respect to those credit cards.

Both Go Daddy (see [Security](#)) and PayPal (see [How Secure is the PayPal Site](#)) process electronic transactions entered into via this website using encryption technology.

### **Updating this statement**

DUF may update this privacy policy by posting a new version on this website, without notice.

You should check this page occasionally to ensure you are familiar with any changes.

**Other websites (also known as “Linking”)**

This website may contain links to other websites.

DUF is not responsible for the privacy policies or practices of any third party.

**Contact**

If you have any questions about this privacy policy or DUF’s treatment of your personal information, please write:

- by email to [info@downunderfoods.com](mailto:info@downunderfoods.com)

## WEBSITE DISCLAIMER

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Without prejudice to the generality of the foregoing paragraph, DUF does not warrant that:

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- the information on this website is complete, true, accurate or non-misleading

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

### **Limitations of liability**

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### **Exceptions**

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- matter which it would be illegal or unlawful for DUF to exclude or limit, or to attempt or purport to exclude or limit, its liability

### **Reasonableness**

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### **Other parties**

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Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect DUF's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as DUF.

### **Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

## **WEBSITE TERMS AND CONDITIONS**

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### **Introduction**

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You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without DUF's express written consent.

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You must not use this website for any purposes related to marketing without DUF's express written consent.

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If DUF provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. DUF may disable your user ID and password in DUF's sole discretion without notice or explanation.



## **User content**

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you may submit to this website from time to time, for whatever purpose.

You grant to DUF a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to DUF the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or DUF or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

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DUF does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## **No warranties**

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- the information on this website is complete, true, accurate or non-misleading

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## **Limitations of liability**

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- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data

These limitations of liability apply even if DUF has been expressly advised of the potential loss.

## **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit [NAME'S] liability in respect of any:

- death or personal injury caused by DUF's negligence;
- fraud or fraudulent misrepresentation on the part of DUF; or
- matter which it would be illegal or unlawful for DUF to exclude or limit, or to attempt or purport to exclude or limit, its liability

## **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. **If you do not think they are reasonable, you must not use this website.**

**Other parties**

You accept that, as a limited liability entity, DUF has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against DUF's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect DUF's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as DUF.

**Unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

**Indemnity**

You hereby indemnify DUF and undertake to keep DUF indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by DUF to a third party in settlement of a claim or dispute on the advice of DUF's legal advisers) incurred or suffered by DUF arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

**Breaches of these terms and conditions**

Without prejudice to DUF's other rights under these terms and conditions, if you breach these terms and conditions in any way, DUF may take such action as DUF deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

**Variation**

DUF may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

**Assignment**

DUF may transfer, sub-contract or otherwise deal with DUF's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

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**Entire agreement**

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**Law and jurisdiction**

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