

Website Terms of Use

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Agreement to these Website Terms of Use

These terms of use govern your use of this Site ("Website Terms of Use") and constitute a binding agreement between you and the Company. By accessing this Site, you agree to be bound by these terms of use. If you do not agree to these terms 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 the Company will be subject to the Company's standard terms or a contract agreed in writing between the Company 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://http:pharmako.com.au/privacy-policy>), which is incorporated by reference into these Website Terms of Use.

Intellectual property

Copyright

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

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- all software, systems and other information owned or used by the Company in connection with this Site (whether hosted on the same server as this site or otherwise).

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- 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 the Company's 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 the Company at law or in equity, the Company reserves the right to, without notice, temporarily or indefinitely suspend, or terminate, your access to this Site or refuse to provide products to you if:

- you breach any provision of these Website Terms of Use;
- the Company is unable to verify or authenticate any information that you provide to us; or
- the Company believes that your actions may cause damage and/or legal liability to the Company, any of its 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 them 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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- 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;
- the Company's 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

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

The Company reserves the right to amend these Website Terms of Use and any other policy on this Site at any time in its 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.

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.