

## WEBSITE USE TERMS AND CONDITIONS

### Samgarden

Welcome to our website. This website with URL address [www.samgarden.com.au](http://www.samgarden.com.au) is owned and operated by Samgarden (89880691161). Should you continue to use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Samgarden's relationship with you in connection with this website. Should you not agree with any of these terms and conditions, please do not use our website.

The term 'Samgarden' or 'us' or 'our' or 'we' refers to Samgarden, the owner of the website, who is located in Western Australia. The term 'you' or 'your' refers to the website user.

Your use of this website is subject to the following terms and conditions:

The content of this website is for your general information and use only. It is subject to change without prior notice.

This website uses cookies to monitor browsing preferences. If you allow cookies to be used, the following personal information may be stored by us for use by third parties: name, email address.

Neither we nor any third parties provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and we expressly exclude any liability for such to the fullest extent permissible by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, appearance, look and graphics of the website. Any reproduction of the website's material is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in this website, which are not the property of, or licensed to us, are acknowledged on the website.

Unauthorised use of this website may be a criminal offence and/or give rise to a claim for damages.

This website may also, on occasion, include links to other websites which are not controlled by us. These links are provided for your convenience to provide you with further information. You acknowledge that they are used at your own risk. They do not signify that we recommend or endorse the websites. We have no control over the nature, content and availability of those websites.

Your use of this website and any dispute arising out of your use of it is subject to the laws of Western Australia.

You may only use the website for lawful purposes and in a manner consistent with the nature and purpose of the website.

These terms and conditions do not relate to your use of any product or service described on our website unless otherwise agreed. You must refer to the individual warranty relevant to any particular product or service.

These terms and conditions may be amended from time to time. Your continued use of our website following any such amendments will be deemed to be confirmation that you accept those amendments.

You indemnify us from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the website.

In no event will we be liable for any loss, damage, cost or expense including legal costs and expenses (whether direct or indirect) incurred by you in connection with the use of this website.

Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

Last update: 1 November 2017

These website terms of use are provided by [legalvision.com.au](http://legalvision.com.au)

## PRIVACY POLICY

### Samgarden

This Privacy Policy sets out our commitment to protecting the privacy of your personal information that we collect through this website [www.samgarden.com.au](http://www.samgarden.com.au) (Site) or directly from you.

Please read this Privacy Policy carefully. Please contact us if you have any questions.

You providing us with personal information indicates that you have had sufficient opportunity to access this Privacy Policy and that you have read and accepted it.

If you do not wish to provide personal information to us, then you do not have to do so, however it may affect your use of this Site or any products and services offered on it.

#### 1. Type of personal information collected

Personal Information: The type of personal information we collect may include is set out on our website.

If we receive your personal information from third parties, we will protect it as set out in this Privacy Policy.

#### 2. Collection and use of personal information

We collect and use the personal information for purposes including to contact and communicate with you, for internal record keeping and for marketing.

#### 3. Disclosure of personal information

We may disclose personal information for purposes including to provide our products and services to you, and as required by law.

Where we disclose your personal information to third parties for these purposes, we will request that the third party follow this Privacy Policy regarding handling of your personal information.

#### 4. Access to and correction of personal information

Access: You may request details of personal information that we hold about you, in certain circumstances set out in the Privacy Act 1988 (Cth). An administrative fee may be payable for the provision of information. We may refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act.

Correction: If you believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant or misleading, please contact us by email. We rely in part upon customers advising us when their

personal information changes. We will respond to any request within a reasonable time. We will endeavor to promptly correct any information found to be inaccurate, incomplete or out of date.

#### 5. Complaints about breach

If you believe that we have breached the Australian Privacy Principles and wish to make a complaint about that breach, please contact us on the email address below.

#### 6. Unsubscribe

To unsubscribe from our e-mail database, or opt out of communications, please contact us at the details below.

#### 7. Storage and Security

We are committed to ensuring that the information you provide is secure.

For any questions or notice, please contact us at:

Samgarden ABN: 89880691161

Email: [admin@samgarden.com.au](mailto:admin@samgarden.com.au)

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