

Website Terms and Conditions

1. Introduction

- 1.1. These websites (www.arkadiabeverages.com.au, www.maltrafoods.com and www.urbanbarista.com.au www.greensoon.com.au (collectively, **websites**) are created and controlled by Ramela Pty Ltd (ACN 006 111 593) (**we, us or our**).
- 1.2. These terms and conditions of use (**Terms of Use**), together with our Website Terms and Conditions of Sale and Privacy Policy, apply to your use of our information, products and services (collectively, **Services**) and our websites. The term **you** or **your** refers to the person or organisation accessing, using or relying upon our websites and the products and services offered, on or via, the websites.
- 1.3. Please read these Terms of Use carefully before accessing or using the products or services available through the websites. Whenever you access or use our products, services and/ or websites you indicate that you have read, understood and accept these Terms of Use, together with our Privacy Policy, and that you agree to be bound by them. Please contact us at marketing@maltrafoods.com if you have any particular questions in relation to the use of the websites. If you do not wish to comply with the Terms of Use, you should not access or use the websites and the products and services offered, on or via, the websites.

2. Information provided on these websites

- 2.1. The purpose of these websites is to provide you with information about Maltra Foods, Arkadia Beverages and Urban Barista, and to assist you with understanding and purchasing the range of products offered for sale by Arkadia Beverages and Urban Barista. The information and material contained on the websites do not take into account your individual needs, objectives or circumstances, and they do not constitute legal, financial, health and nutrition or other advice. Any reliance on, and use of, the information and material contained on the websites is at your own risk.
- 2.2. We do not warrant the accuracy or completeness of the information and material provided on, or via, the websites and we are under no obligation to update this information or material nor notify you of any changes unless required by law. We assume no responsibility or liability for any such inaccuracies, errors or omissions, and we are not liable to you or anyone else for any use or reliance upon any information or material contained on, or via, the websites.
- 2.3. We do not recommend or endorse any third party goods, services or content appearing on, or via, the websites, or any user generated content appearing on or via social media pages or other sites which are linked to the websites, nor imply any association with their owners or operators. Such third party references or links are provided for your information and convenience only. Your linking to or from these sites, or use of, or reliance on, such sites, products or services is at your own risk. We have no control over the contents, quality, integrity of those third party sites, products or services, and we accept no responsibility for them or for any loss or damage that may arise from your access to, and use of, them (notwithstanding anything else contained herein or otherwise).

3. Access and use of the websites

- 3.1. We will not be liable to you or anyone else if for any reason the websites are unavailable (wholly or partly) at any time or for any period.
- 3.2. Access to the websites is permitted on a temporary basis, and we reserve the right to

withdraw or amend the products, information and/ or content we provide on, or via, the websites at any time without notice. From time to time, we may restrict access to some parts of the websites (wholly or partly).

- 3.3. You are responsible for making all arrangements necessary for you to have access to the websites. You are also responsible for ensuring that all persons who access the websites through your internet connection or mobile telephone are aware of these Terms of Use, and that they comply with them.
- 3.4. When accessing and using the websites, you must not misuse, disrupt, impair or undermine the security or integrity of the websites or our computing systems or networks, or any computing systems or networks involved in maintaining these websites, or gain unauthorised access to any systems or materials other than those you have been given express permission to access.
- 3.5. You must not use these websites to post, distribute or transmit any files that may damage any other person's computing devices or software (including any virus, worm, Trojan, or other harmful software or component), content or material that may be offensive, or material or data in violation of any law.

4. Liability and disclaimer

- 4.1. The Internet is not a secure medium and communications to and from these websites may be intercepted or altered in transit. We do not warrant and are not liable to you or any third person for any loss or damage arising out of, or in connection with, any virus, system failure or other technologically harmful material that may infect your computer equipment, systems, or data due to your access to, or use of, these websites or any links to third party sites, and for the downloading of any material posted on these websites or any third party site.
- 4.2. The websites, any information or material displayed on, or via, the websites, our products and services are provided to you 'as is' and 'as available' without warranty conditions or guarantees as to their accuracy, completeness, timeliness, reliability, currency or fitness for purpose. It is your sole responsibility to determine that the websites, information, products and services meets your personal needs and is suitable for the purposes for which it is used.
- 4.3. To the maximum extent permitted by law, we exclude all express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), in connection with access to, and use of, the websites, our products or services, or any information or material displayed on, or via, the websites, any social medial pages and third party sites linked to it.
- 4.4. Nothing contained in these Terms of Use excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010* (Cth) or any other national, State or Territory legislation where to do so is unlawful.
- 4.5. Without limitation to the foregoing, you agree that in no event will our maximum aggregate liability in connection with your use and reliance on the websites exceed AUD \$10. To the maximum extent permitted by law, we, our directors, employees, contractors and agents will not be liable to you or anyone else for any for any liabilities, claims, suits, demands, costs and expenses (including legal costs), damage or injury (including personal injury), or any special, direct, indirect or consequential loss or damage, or contracts, loss of anticipated or actual profits, loss arising from business interruption, loss of anticipated or actual revenue, economic loss, loss of anticipated savings, loss of data, loss of use, loss or privacy, loss of goodwill, wasted management or office time

and for any other loss or damage of any kind, arising out of, or in connect with, the websites, any social medial pages and third party sites linked to it, the use or inability to use, or reliance on, the websites, any information or material displayed on, or via, the websites, our products or services or these Terms of Use.

5. Intellectual Property

- 5.1. All information, text, materials, graphics, logos, button icons, video and audio clips, trade marks (whether registered or not), layout, control features, advertisements, arrangement, graphical user interface, look and feel, databases, images, links, and software published or otherwise contained on these websites (**Our Content**) is our exclusive property. These websites and Our Content are protected by copyright, trade mark and other intellectual property laws.
- 5.2. You may download and print Our Content from these websites for your own personal or internal business purposes only. You are not allowed to modify, adapt, copy, distribute, transmit, display, reproduce, publish, license, incorporate in other works (whether electronic or not), transfer, or sell any of Our Content found on or obtained from our websites, or our social media sites, without our written consent.

6. Links to or from other sites

- 6.1. Links to other sites from the pages on these websites are for your information and convenience only. In providing a link we do not endorse, and accept no responsibility for any material on, any site that is linked from, or that links to these websites. Such sites may be controlled or produced by third parties. You must make your own decision to use such sites and to accept their terms of use and privacy and other policies.
- 6.2. You must not create or maintain any link from another website to these websites without our written consent. To request our written consent, please contact us via email at marketing@maltrafoods.com.

7. Amendments

We reserve the right to change, update, or correct the Terms of Use or any information contained on the websites at any time without notice by posting amended Terms of Use to the websites. Your continued use of the websites means that you accept and agree to the revised Terms of Use. If you do not accept these Terms of Use (as amended from time to time), you should stop accessing and using the websites immediately.

8. General

- 8.1. Any failure or delay by us in enforcing any provision in these Terms of Use will not be construed as a waiver of any of our rights hereunder. No waiver is effective unless it is expressly stated by us to be a waiver and is communicated to you in writing.
- 8.2. No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and us by these Terms of Use.
- 8.3. If any court decides that any of the provisions of these Terms of Use are invalid, unlawful or unenforceable to any extent, that term will, to that extent only, be severed from the remaining terms. The rest of these Terms of Use will continue to be valid.
- 8.4. These Terms of Use are governed by the laws of the state of Victoria, Australia and each party submits to the jurisdiction of the courts of the state of Victoria, Australia.

9. Further information

If you have any queries or would like further information about these Terms of Use, our websites, products or services, please contact us at marketing@maltrafoods.com.