



## Terms and Conditions of Acceptable Use

We reserve the right to change or modify any of the terms and conditions of acceptable use contained in this “Agreement”, and any policy or guideline incorporated by reference at any time and from time to time in its sole discretion, and to determine whether and when any such changes apply to both existing and future Users. Any changes or modification will be effective upon posting of the revisions on the foodindustrycompliance.com Web Site (the "Site"). We will post a notice of such changes or modifications to this Agreement as a Notification to all currently registered Users.

foodindustrycompliance.com may post changes or modifications to referenced Acceptable Use Policies without specific notice to you. Your continued use of Services following posting of any changes or modifications will constitute your acceptance of such changes or modifications.

### 1. Term and Termination

#### 1.1. Term and Termination for Users

Registered User access to foodindustrycompliance.com is freely accessible to eligible users (this includes access for Limited Access Users and Training Participants). No charges are applicable to Registered Users of foodindustrycompliance.com, though Users may choose to upgrade to a Premium Membership (Premium User), which provides the user with additional functionality. As a Registered User, Premium User, Limited Access User or Training Participant of foodindustrycompliance.com, you agree to receive email updates from foodindustrycompliance.com.

The Senior Management of foodindustrycompliance.com reserves the right to block access of un-eligible users at their discretion. This may include the blocking of access of users who do not support the ethos of the foodindustrycompliance.com websites and related platforms.

User profiles can be deleted at the request of the User. This can be facilitated after Login, within the “User Details” tab of the “My Profile” page.

Premium User access to the available functionality on foodindustrycompliance.com are bound by the payment terms of their subscription basis (or through other available methods of subscription).

The User completing the Sign Up process does so acknowledging that they, and any nominated contact persons are AUTHORISED REPRESENTATIVES of the related Business entities. For the safety and security of User Profiles, User IP addresses are recorded as part of the Sign Up and Login Processes!

### 1.1.2. Fair Use Policy

Due to the 'open' and 'uncapped' nature of the services and functionalities available through foodindustrycompliance.com Premium Subscriptions, a 'Fair Use Policy' is in place to outline the fair and reasonable use of such services.

In most cases, we expect each 'site' within a multi-site organisation to establish their own Premium Subscription, through which the relevant User can manage activities and functions including GENERAL CONTENTS Downloads, MYFS&Q Program Downloads and MY FOOD STANDARDS Checklists.

We'd be more than happy to clarify any queries you may have in this regard... Please contact us at [achievegreatness@foodindustrycompliance.com](mailto:achievegreatness@foodindustrycompliance.com).

## 1.2. Term, Termination and Payments for Marketing Activities

This Agreement shall be for each initiated marketing term, notified for renewal by the entity being marketed at their request for continuance. Your marketing activities can be cancelled by you at any time upon written request, and will be actioned as soon as possible after receiving such a request considering access to the server on which foodindustrycompliance.com is hosted. No full or pro rata reimbursements are applicable for terminated marketing activities.

Advertising Banners are scheduled to be displayed on all foodindustrycompliance.com Standard Page formats.

Associate Listings are scheduled to be displayed on all "General Content" foodindustrycompliance.com Standard Page formats.

Email Banners are scheduled to be displayed within all foodindustrycompliance.com Standard Email formats sent from the foodindustrycompliance.com system.

### 1.2.1. Default and Cure for Marketing Activities

In the event that either party hereto defaults in the performance of any of its material duties or obligations under this Agreement, including failure to make any payments due under this

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Agreement, and such default is not cured within 15 days after written notice is given to the defaulting party specifying the default, then the party not in default, after given written notice (including by email) thereof to the defaulting party, may terminate this Agreement.

Notwithstanding any other provision herein, foodindustrycompliance.com may terminate this Agreement immediately if it determines, in good faith, that the User has violated foodindustrycompliance.com's Acceptable Usage Policy.

### 1.2.2. Marketing Charges

You agree to pay for all charges attributable to your use of the Services at the then current foodindustrycompliance.com prices, which shall be exclusive of any applicable taxes. You are responsible for the payment of all federal, provincial, state and local sales, use, value added, goods and services, excise, duty and any other taxes assessed with respect to the Services, other than taxes based on foodindustrycompliance.com's net income.

No shipping or delivery fees are applicable to foodindustrycompliance.com Marketing Activities.

No full or pro rata re-imbursements are applicable for terminated marketing activities.

### 1.2.3. Payment of Marketing Charges

Upon entering this Agreement, you must choose to pay by direct charge to a credit or debit card, or by other means agreed by the management of foodindustrycompliance.com. If you choose to pay by credit card upon registering for the Services, you thereby authorize foodindustrycompliance.com to charge your credit card to pay for any charges that may apply to your account. You agree that foodindustrycompliance.com may accumulate any supplemental charges, incurred by you in your use of the Services ("Supplemental Charges") until your scheduled billing date and then charge your account. You must notify foodindustrycompliance.com of any changes to your card account (including, without limitation, applicable account number or cancellation or expiration of the account), your billing address, or any information that may prohibit foodindustrycompliance.com from charging your account. If you fail to pay any fees and taxes within five days from applicable due date for relevant invoice payments, late charges of the lesser of 10% per month or the maximum allowable under applicable law shall also become payable by you to foodindustrycompliance.com. In addition, your failure to fully pay any fees and taxes within seven days after the applicable due date will be deemed a material breach of this Agreement, justifying foodindustrycompliance.com's suspension of its performance of the Services and/or termination of this Agreement. You are responsible for any fees associated with reinstatement of Services. Any such suspension or termination would not relieve you from paying past due fees plus interest. In the event of collection enforcement, you will be liable for any costs associated with such collection, including, without limitation, reasonable attorneys' fees, court costs and collection agency fees. If any cheque is returned for insufficient funds, foodindustrycompliance.com may impose a processing charge of \$50 (AUD).

No full or pro rata reimbursements are applicable for terminated marketing activities.

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## 2. Use of Services

### 2.1. Applicable Use Policy

foodindustrycompliance.com's Acceptable Use Policy (the "Usage Policy") governs the general policies and procedures for use of the Site. This policy may be updated from time-to-time. The foodindustrycompliance.com "User Policy" mantra is simple... We aim to provide a freely accessible online Food Safety and Quality resource to assist you and your business in achieving continuous improvement against the requirements of Food and Consumer Law, Customer and Industry Standards and accepted Food Industry Best Practice.

We believe that Food Safety should not be a competitive advantage; It is an expected ethical responsibility that should not be dictated by excess fees and charges by Food Safety Consultants!

YOU SHOULD CAREFULLY READ THE USAGE POLICY. BY USING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THE USAGE POLICY AND ANY MODIFICATIONS. FOODINDUSTRYCOMPLIANCE.COM RESERVES THE RIGHT TO TERMINATE YOUR ACCOUNT FOR ANY VIOLATION OF THE ACCEPTABLE USAGE POLICY OR THIS AGREEMENT.

### 2.2. Material and Product Requirements

Use of the Services requires a certain level of knowledge in the use of Internet protocols. This level of knowledge varies, depending on the anticipated use and desired content of your interactions. If any User Material interrupts or interferes in any way with the servers on which foodindustrycompliance.com is hosted, foodindustrycompliance.com has the option of removing the offending User Profile without prior notice to you.

### 2.3. Storage Usage

You agree that use of the Services under this Agreement will not exceed the storage usage limits set out. This includes the uploading of unspecified file types and sizes.

No storage limits are currently applicable for users of foodindustrycompliance.com.

### 2.4. No Modification to User Material

foodindustrycompliance.com will not make any modifications to any User Materials and Content made available online by you before it is submitted for storage in the dedicated online server.

## 3. Enforcement

### 3.1. Investigation of Violations

foodindustrycompliance.com may investigate any reported or suspected violation of this Agreement, its policies or any complaints and take any action that it deems appropriate and

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reasonable under the circumstance to protect its systems, facilities, Users and/or third parties. foodindustrycompliance.com will not access or review the contents of any e-mail or similar stored electronic communications except as required or permitted by applicable law or legal process.

### 3.2. Actions

foodindustrycompliance.com reserves the right and has absolute discretion to restrict or remove from its servers any User Material that violates this Agreement or related policies or guidelines, or is otherwise objectionable or potentially infringing on any third party's rights or potentially in violation of any laws. If we become aware of any possible violation by you of this Agreement, any related policies or guidelines, third party rights or laws, foodindustrycompliance.com may immediately take corrective action, including, but not limited to, (a) issuing warnings, (b) suspending or terminating the Service, (c) restricting or prohibiting any and all uses of content hosted on foodindustrycompliance.com's systems and (d) disabling or removing any User Material including hypertext links to third-party Web sites, any of your content distributed or made available for distribution via the Services, or other content not supplied by foodindustrycompliance.com which, in foodindustrycompliance.com's sole discretion, may violate or infringe any law or third-party rights or which otherwise exposes or potentially exposes foodindustrycompliance.com to civil or criminal liability or public ridicule. It is foodindustrycompliance.com's policy to terminate repeat infringers. foodindustrycompliance.com's right to take corrective action, however, does not obligate us to monitor or exert editorial control over the information made available for distribution via the Services. If foodindustrycompliance.com takes corrective action due to such possible violation, foodindustrycompliance.com shall not be obligated to refund to you any fees paid in advance of such corrective action.

### 3.3. Disclosure Rights

To comply with applicable laws and lawful governmental requests, to protect foodindustrycompliance.com's systems and Users, or to ensure the integrity and operation of foodindustrycompliance.com's business and systems, foodindustrycompliance.com may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (such as name, e-mail address), IP addressing and traffic information, usage history, and content residing on foodindustrycompliance.com's servers and systems. foodindustrycompliance.com also reserves the right to report any activity that it suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties.

## 4. Intellectual Property Rights

### 4.1. Grant to foodindustrycompliance.com

You hereby grant to foodindustrycompliance.com a non- exclusive, worldwide and royalty-free license for the initial term and any renewal term to use the User Material as necessary for the purposes of rendering and operating the Services to you under this Agreement. You expressly (a) grant to foodindustrycompliance.com a license to cache and make archival or back-up copies of

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User Material including content supplied by third parties, and (b) agree that such caching and making of copies is not an infringement of any of your intellectual property rights or any third party's intellectual property rights. Except for the rights expressly granted above, foodindustrycompliance.com is not acquiring any right, title or interest in or to your User Material.

#### 4.2. foodindustrycompliance.com Materials and Intellectual Property

All materials including but not limited to any computer software (in object code and source code form) data or information developed or provided by foodindustrycompliance.com or its suppliers or agents pursuant to this Agreement, and any know-how, methodologies, equipment, or processes used by foodindustrycompliance.com to provide the Services to you including without limitation all copyrights, trademarks, patents, trade secrets and other proprietary rights are and will remain the sole and exclusive property of foodindustrycompliance.com or its suppliers, including but not limited to any software programs, inventions, products and technology innovations and methodologies utilized, developed or disclosed by foodindustrycompliance.com during the term of this Agreement. Unauthorized copying, reverse engineering, decompiling and creating derivative works based on the any such software is expressly forbidden except as permitted in this Agreement. You may be held legally responsible for violation of any patent rights, copyright or trade secret rights that is caused or encouraged by failure to abide by the terms of this Agreement.

#### 4.3. Trademarks

You hereby grant to foodindustrycompliance.com a limited right to use your trademarks (including logo images), if any, for the limited purpose of permitting foodindustrycompliance.com to fulfil its duties under this Agreement. This is not a trademark license and no other rights relating to the trademarks are granted by this Agreement. Specifically, but without limitation, the rights granted by this Agreement do not include the right to sublicense use of your trademarks or to use your trademarks with any other products or services outside the scope of the Services provided under this Agreement. The limited trademark use rights granted under this section terminate upon termination of this Agreement.

### 5. Warranty: Warranty Disclaimer

#### 5.1. User and Third Party Acts

foodindustrycompliance.com is not responsible in any manner for any non-conforming Services to the extent caused by you or your Users. In addition, foodindustrycompliance.com is not responsible for loss or corruption of data in transmission or for failure to send or receive data due to events beyond foodindustrycompliance.com's reasonable control.

#### 5.2. No Express or Implied Warranty

**ALL SERVICES, SYSTEMS AND PRODUCTS PROVIDED BY  
FOODINDUSTRYCOMPLIANCE.COM UNDER THIS AGREEMENT ARE PROVIDED WITHOUT**

ANY EXPRESS OR IMPLIED WARRANTY IN FACT OR IN LAW, WHATSOEVER. YOU ACKNOWLEDGE AND AGREE THAT FOODINDUSTRYCOMPLIANCE.COM EXERCISES NO CONTROL OVER, AND ACCEPTS NO RESPONSIBILITY FOR, THE CONTENT OF THE INFORMATION PASSING THROUGH FOODINDUSTRYCOMPLIANCE.COM'S COMPUTERS, NETWORK HUBS AND POINTS OF PRESENCE, OR THE INTERNET.

FOODINDUSTRYCOMPLIANCE.COM DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY OF YOUR DATA WILL NOT BE IRRETRIEVABLY LOST AND PERMANENTLY UNAVAILABLE TO YOU. ALL SERVICES PERFORMED UNDER THIS AGREEMENT ARE PERFORMED "AS IS" AND WITHOUT WARRANTY AGAINST FAILURE OF PERFORMANCE INCLUDING WITHOUT LIMITATION ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, FOODINDUSTRYCOMPLIANCE.COM DOES NOT MAKE AND HEREBY DISCLAIMS, AND YOU HEREBY WAIVE ALL RELIANCE ON, ANY REPRESENTATIONS OR WARRANTIES ARISING BY LAW OR OTHERWISE REGARDING THE SERVICES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITIONS OF QUALITY, AND ANY WARRANTIES WITH RESPECT TO PATENT, COPYRIGHT, TRADESECRET OR TRADEMARK INFRINGEMENT.

### 5.3. Your Warranties and Representations to foodindustrycompliance.com

You warrant, represent, and covenant to foodindustrycompliance.com that (a) you are at least 18 years of age or are a duly organized and validly existing entity; (b) you possess the legal right and ability to enter into this Agreement; (c) you will use the Services only for lawful purposes and in accordance with this Agreement and all applicable policies and guidelines; (d) you will be financially responsible for the use of your account; (e) you have acquired or will acquire all authorizations necessary for all User Material including hypertext links to third-party Web sites; (f) you have verified or will verify the accuracy of all User Material including without limitation any descriptive claims, warranties, guarantees, nature of business and address where business is conducted, and (g) your User Material does not and will not infringe or violate any right of any third party (including any copyright, trade secret or other rights of any description whatsoever) or violate any applicable law, regulation or ordinance.

## 6. Limitation and Exclusion of foodindustrycompliance.com's Liability

### 6.1. Limitations

IN NO EVENT SHALL FOODINDUSTRYCOMPLIANCE.COM HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF INFORMATION OR DATA DISTRIBUTED OR MADE AVAILABLE FOR DISTRIBUTION VIA THE SERVICES THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES. FOODINDUSTRYCOMPLIANCE.COM SHALL HAVE NO LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF FOODINDUSTRYCOMPLIANCE.COM HAS BEEN ADVISED

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OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, THE LIABILITY OF FOODINDUSTRYCOMPLIANCE.COM TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID TO FOODINDUSTRYCOMPLIANCE.COM BY YOU UNDER THIS AGREEMENT DURING THE 90 DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICES SET BY FOODINDUSTRYCOMPLIANCE.COM UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU HEREBY RELEASE FOODINDUSTRYCOMPLIANCE.COM FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIM IN EXCESS OF THE LIMITATION STATED IN THIS SECTION 6.1. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

## 6.2. Interruption of Service

You hereby acknowledge and agree that foodindustrycompliance.com will not be liable for any delay, outages or interruptions of the Services. Further, foodindustrycompliance.com shall not be liable for any delay or failure to perform its obligations under this Agreement, where such delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications or third-party supplier failure).

## 6.3. Indemnification

You will defend, indemnify and hold harmless foodindustrycompliance.com and its officers, directors, shareholders, employees, consultants, agents, affiliates and suppliers (each, an "Indemnitee") from any and all threatened or actual claims, demands, causes of action, suits, proceedings (formal or informal), losses, damages, fines, penalties, liabilities, costs and expenses of any nature, including reasonable attorneys' fees and court costs, sustained or incurred by or asserted against any Indemnitee by any person, firm, corporation, governmental authority, partnership or other entity by reason of or arising out of or relating to: (a) your violation or breach of any term, condition, representation or warranty of this Agreement or any applicable policy or guideline; (b) your conduct, including but not limited to your negligence, gross negligence, or wilful misconduct; (c) your improper or illegal use of the Services; (d) any claim by a former employee of yours whose employment has been or may be terminated in connection with or as a result of the execution of this Agreement and performance of the Services by foodindustrycompliance.com; or (e) any claim relating to your User Material, services or products, including but not limited to advertising, product liability claims or infringement of any trademark, copyright, patent, trade secrets or non-proprietary right of a third party (including, without limitation, defamation, libel, or violation of privacy or publicity).

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Standards” interpreted for use within the foodindustrycompliance.com “My Food Standards” function, User Notifications or General Content Updates made available to Users. foodindustrycompliance.com makes no representations that the information provided in reference to, or regarding any Food Standards is the direct opinion or interpretation of the standard owner or other affiliated party. General and specific information and resources provided to Users are made available in good faith and are to be used at the liability of the User or end recipient.

## 7. Miscellaneous

### 7.1. Confidentiality

The parties each agree that all Confidential Information (as defined below) communicated to it by the other is done so in confidence and will be used only for the purposes of this Agreement and will not be used to compete with the other party or disclosed to any third party without the prior written consent of the other party except as permitted under this Agreement. "Confidential Information" means all information in any form, including, without limitation, printed or verbal communications and information stored in printed, optical or electromagnetic format, which relates to the Services; or computer, data processing or electronic commerce programs and software; electronic data processing applications, routines, subroutines, techniques or systems; information which incorporates or is based upon proprietary information of either party; or information concerning business or financial affairs, product pricing, financial conditions or strategies, marketing, technical systems of either party; or any information concerning Users or vendors of either party; or any data exchange between a party and any Users or vendors. Exceptions to Confidential Information include (a) information in the public domain; (b) information developed independently by a party without reference to information disclosed under this Agreement; or (c) information received from a third party without restriction and/or breach of this or a similar Agreement. It is not a violation of this provision to disclose Confidential Information in compliance with any legal, accounting or regulatory requirement beyond the control of either Party or, but in such case, prior to disclosure, the disclosing Party shall give written notice to the other Party to permit that Party an opportunity to challenge such disclosure. If either Party is subpoenaed, such Party shall give written notice to the other Party to permit that Party an opportunity to challenge the disclosure of Confidential Information. Upon the termination of this Agreement and upon written request of the disclosing Party, each Party shall promptly return all Confidential Information of the other Party. This provision shall survive the termination of this Agreement for a period of two years.

### 7.2. Notices

All notices, reports, requests, or other communications given pursuant to this Agreement shall be made in writing, shall be delivered by hand delivery, overnight courier service, fax, or electronic mail, shall be deemed to have been duly given when delivered.

### 7.3. Choice of Law and Forum

THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF AUSTRALIA APPLICABLE

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THEREIN, WITHOUT REFERENCE TO RULES GOVERNING CHOICE OF LAWS. ANY ACTION RELATING TO THIS AGREEMENT MUST BE BROUGHT IN THE COURTS OF AUSTRALIA, AND YOU IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS. THIS AGREEMENT WILL NOT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, THE APPLICATION OF WHICH IS EXPRESSLY EXCLUDED.

#### 7.4. Entire Agreement

This Agreement and all policies and guidelines incorporated in this Agreement by reference constitutes the entire Agreement of the parties and may not be modified or altered orally but only by an agreement in writing signed by both parties.

#### 7.5. No Fiduciary Relationship: No Third-Party Beneficiaries

foodindustrycompliance.com is not the agent, fiduciary, trustee or other representative of you. Nothing expressed or mentioned in or implied from this Agreement is intended or shall be construed to give to any person other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the parties hereto.

#### 7.6. Assignments

You may not transfer or assign your rights, duties, or obligations under this Agreement without foodindustrycompliance.com's prior written consent. foodindustrycompliance.com may assign its rights and obligations under this Agreement and may utilize affiliate or agents in performing its duties and exercising its rights under this Agreement, without your consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of and be enforceable against the parties and their respective personal representatives, successors and assignees.

#### 7.7. No Waiver

foodindustrycompliance.com's failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of foodindustrycompliance.com's right to subsequently enforce such provision or any other provisions under this Agreement.

#### 7.8. Severability

If any provision of this Agreement is deemed illegal, invalid, void or otherwise unenforceable in whole or in part, that provision shall be severed or shall be enforced only to the extent legally permitted, and the remainder of the provision and the Agreement shall remain in full force and effect. If any provision of this Agreement is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications.

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## 7.9. Survival

All provisions of this Agreement relating to your warranties, intellectual property rights, limitation and exclusion of liability, your indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

## 7.10. Electronic Acceptance

You agree that by clicking on the "I Accept and Agree" checkbox during signup and registering for and using the Services, you have read this Agreement and agree to be bound by the terms and conditions contained herein. This acceptance process includes the logging of the IP (Internet Protocol) addresses of users as they Sign Up, Log In and Log Out of the site for security reasons.

## 8. User Support: Acceptable Use Policy

### 8.1. Reliability of Information on the Web

The fact that that no one party owns or controls the Internet accounts for much of its openness and value, but it also places a high premium on the judgment and responsibility of those who use the Internet, both in the information they acquire and in the information they disseminate to others. When Users obtain information through the Internet, they must keep in mind that foodindustrycompliance.com cannot monitor, verify, warrant or vouch for the accuracy and quality of the information that subscribers may acquire. For this reason, the subscriber must exercise his or her best judgment in relying on information obtained from the Internet, and also should be aware that some material posted to the Internet is sexually explicit or otherwise offensive. Because foodindustrycompliance.com cannot monitor or censor websites, and will not attempt to do so, foodindustrycompliance.com cannot accept any responsibility for injury to Users that results from inaccurate, unsuitable, offensive or illegal Internet communications.

### 8.2. User's Responsibilities

When subscribers disseminate information through the Internet, they also must keep in mind that foodindustrycompliance.com does not review, edit, censor or take responsibility for any information its subscribers may create. When users place information on the Internet, they have the same liability as other authors for copyright infringement, defamation, and other harmful speech. Also, because the information they create is carried over Foodindustrycompliance.com's network and may reach a large number of people, including both subscribers and nonsubscribers of foodindustrycompliance.com, subscribers' postings to the Internet may affect other subscribers and may harm foodindustrycompliance.com's goodwill, business reputation, and operations. For these reasons, subscribers violate foodindustrycompliance.com policy and the terms of service agreement when they, their Users, affiliates, or subsidiaries engage in the following prohibited activities:

### 8.3. Spamming

Sending unsolicited bulk and/or commercial messages over the Internet (known as "spamming").

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It is not only harmful because of its negative impact on consumer attitudes toward foodindustrycompliance.com, but also because it can overload foodindustrycompliance.com's network and disrupt service to foodindustrycompliance.com subscribers. Also, maintaining an open SMTP relay is prohibited. When a complaint is received, foodindustrycompliance.com has the discretion to determine from all of the evidence whether the email recipients were from an "opt-in" email list.

#### 8.4. Intellectual Property Violations

Engaging in any activity that infringes or misappropriates the intellectual property rights of others, including copyrights, trademarks, service marks, trade secrets, software piracy, and patents held by any third party, or engaging in activity that violates privacy, publicity, or other personal rights of others. foodindustrycompliance.com is required by law to remove or block access to User content upon receipt of a proper notice of copyright infringement. It is also foodindustrycompliance.com's policy to terminate the privileges of Users who commit repeat violations of copyright laws.

#### 8.5. Obscene Speech or Materials

Using foodindustrycompliance.com's network to advertise, transmit, store, post, display or otherwise make available any speech or material that is, under law, pornographic or obscene. foodindustrycompliance.com is required by law to notify law enforcement agencies when it becomes aware of the presence of child pornography on or being transmitted through foodindustrycompliance.com.

#### 8.6. Defamatory or Abusive Language

Using foodindustrycompliance.com's network as a means to transmit or post defamatory, harassing, abusive, or threatening language.

#### 8.7. Forging of Headers

Forging or misrepresenting message headers, whether in whole or in part, to mask the originator of the message.

#### 8.8. Illegal or Unauthorized Access to Other Computers or Networks

Accessing illegally or without authorization computers, accounts, or networks belonging to another party, or attempting to penetrate security measures of another individual's system (often known as "hacking"). Also, any activity that might be used as a precursor to an attempted system penetration (i.e. port scan, stealth scan, or other information gathering activity).

#### 8.9. Distribution of Internet Viruses, Worms, Trojan Horses, or Other Destructive Activities

Distributing information regarding the creation of and sending Internet viruses, worms, Trojan horses, pinging, flooding, mail bombing, or denial of service attacks. Also, activities that disrupt

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the use of or interfere with the ability of others to effectively use the network or any connected network, system, service, or equipment.

#### 8.10. Facilitating a Violation of this Agreement

Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Agreement or the Agreement of any your Internet Service Provider, which includes the facilitation of the means to spam, unsolicited bulk or consumer email, initiation of pinging, flooding, mail bombing, denial of service attacks and piracy of software.

#### 8.11. Other Illegal Activities

Engaging in activities that are determined to be illegal, including advertising, transmitting, or otherwise making available ponzi schemes, pyramid schemes, fraudulently charging credit cards, and pirating software.

#### 8.12. Other Activities

Engaging in activities, whether lawful or unlawful, that foodindustrycompliance.com determines to be harmful to its subscribers, operations, reputation, goodwill, or User relations. The primary responsibility for avoiding the harmful activities just described rests with you. foodindustrycompliance.com will not, as an ordinary practice, monitor the communications of its subscribers to ensure that they comply with foodindustrycompliance.com policy or applicable law. When foodindustrycompliance.com becomes aware of harmful activities, however, it may take any action to stop the harmful activity, including but not limited to, removing information, shutting down a web site, implementing screening software designed to block offending transmissions, denying access to the Internet, or take any other action it deems appropriate.

#### 8.13. Copyright

Users of materials and content generated, displayed and made available through foodindustrycompliance.com may use such materials and content within circumstances which do not facilitate direct financial gain through such usage.

Materials and content generated, displayed and made available through foodindustrycompliance.com must not be copied or published to other individuals, media, including online media, printed media and other digital media outside of the scope of the generating User's immediate business activities, if such copying or publishing facilities direct financial gain.

Permission for the usage of materials and content generated, displayed and made available through foodindustrycompliance.com may be granted by the Senior Management of foodindustrycompliance.com upon consideration and approval of documented (including email) requests.

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## 8.14. News Feeds

Where web applications allow users to upload and publish News Feeds, the content and context of such News Feeds remain the (legal and otherwise) responsibility of the Publisher and the related Profile Owner. Misuse of News Feed applications may result in the immediate and / or permanent removal of related user profiles from the system.

## 9. Hardware and Software Requirements

foodindustrycompliance.com is best suited for viewing and use with the following hardware and software:

### PC

- Processor: At least 1 GHz
- RAM: At least 1GB
- Browser: Windows Desktop
  
- Windows 10
- Windows 8.1
- Windows 8
- Windows 7 (32-bit and 64-bit versions are supported)
  
- Additional: Adobe Flash Player

### Mac

- Processor: At least 1 GHz Intel processor (Core 2 Duo)
- RAM: At least 1GB
- Browser: Mac OS X 10.6 Snow Leopard (or higher)
- Additional: Adobe Flash Player

### Linux

- Processor: At least 1 GHz
- RAM: At least 1GB
- Browser:
  
- Ubuntu 10.04+
- Debian 6.0+
  
- Additional: Adobe Flash Player

The use of alternate systems may produce un-favourable outcomes. Due to the nature of required features, foodindustrycompliance.com is not currently optimized for use on Tablet / Phone type devices.

## 10. Successfully Invite 20 New Users

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Successfully Invite 20 new users within a calendar year and receive a complimentary annual Premium Subscription to [foodindustrycompliance.com](http://foodindustrycompliance.com)...

Where any User successfully invites 20 new users within a Calendar year they will be eligible for a complimentary annual Premium Subscription to [foodindustrycompliance.com](http://foodindustrycompliance.com).

“Successful” Invites occur where the Invited User signs up to [foodindustrycompliance.com](http://foodindustrycompliance.com) within 7 calendar days of their Invite using the same credentials included within the Invite.

Where a “Successful” Invite has occurred, the Inviting User will receive an email notification and will have 1 tally added to their “Successful Invites” count bar.

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