

Terms & Conditions

A. USER AGREEMENT GOVERNING USE OF WEBSITE

1. USER AGREEMENT

If you do not agree to the terms and conditions set out in these Terms & Conditions of Use, you must not use the Website.

2. YOUR STATUTORY RIGHTS

As a consumer, nothing in this Agreement affects your non-excludable statutory rights.

3. AMENDMENTS TO TERMS & CONDITIONS OF USE

Echo Pet Foods reserves the right to amend, vary and/or replace these Terms & Conditions of Use at any time, and from time to time, at Echo Pet Foods MEATS sole discretion. Your continued use of the Website will be deemed to be your acceptance of any amendment, variation and/or replacement of these Terms & Conditions of Use.

4. ACCOUNTS

4.1 'Offers' are any advertised product(s) and/or service(s) available for purchase on the Website. In order to have access to Offers and the ability to purchase Offers via Echo Pet Foods you must first create a registered account on the Website ('Account'). Creating an Account will enable you to: (a) receive information and email communications from Echo Pet Foods relating to Offers; (b) make an order to purchase an Offer; (c) change your preferences, including with respect to your preferred e-mail address, geographic location, credit card details and passwords; (d) view and print Offers you have purchased; and (e) view past Offers you have purchased.

4.2 When registering an Account, you agree to provide accurate and complete information about yourself and to keep this information up-to-date.

4.3 Echo Pet Foods reserves the right to refuse registration of an Account (or to suspend or close an existing Account at any time without prior notice to you) where:

(a) you have opened, or are attempting to open, an Account in a fraudulent or illegal manner;

(b) you have breached these Terms & Conditions of Use;

(c) Echo Pet Foods considers refusal of registration of an Account or the closure of an existing Account to be necessary to comply with any requirements of the law; or

(d) you have an existing Account.

In the event that your Account is suspended or closed at a time when you are awaiting delivery of products or service, Echo Pet Foods reserves the right to cancel your order(s). A refund may be issued to the credit card provided during the purchase process.

4.4 You are solely responsible for the activity that occurs on your Account and for keeping your Account log-in and password secure.

4.5 Each time you use the password, you will be deemed to be authorised to access and use the Website in a manner consistent with these Terms & Conditions. This means that you are responsible for any products and services purchased using your account details. You must notify Echo Pet Foods if at any time you believe someone has access to your password.

5. LEGAL CAPACITY

By making an order to purchase an Offer, you warrant to Echo Pet Foods that you are:

(a) eighteen (18) years of age or above; and

(b) entering into a legally binding contract with Echo Pet Foods with respect to that Offer.

6. UNAUTHORISED USE OF THE WEBSITE

6.1 You agree to use this Website only for purposes that are permitted by:

(a) these Terms & Conditions of Use; and/or

(b) any applicable laws or regulations.

6.2 You agree not to engage in any activity that interferes with or disrupts the Website or the servers and networks that host the Website. You agree not to, or attempt to, circumvent, disable, manipulate or otherwise interfere with security-related features of the Website.

6.3 You agree not to use, reproduce, make available, communicate to the public, distribute or commercialise any content that is published on the Website or within any email correspondence that you receive from Echo Pet Foods ('Content') except as permitted by these Terms & Conditions of Use, by law or with the prior written consent of Echo Pet Foods.

6.4 Any fraudulent, illegal or unauthorised use of the Website shall constitute a violation of these Terms & Conditions of Use. You understand and agree that Echo Pet Foods may refer any suspected fraudulent or illegal activity to relevant law enforcement authorities.

7. LIMITATION OF LIABILITY

7.1 The Australian Consumer Laws grant you certain rights and protections

related to the provision of goods and services that no one can exclude. Nothing in these Terms & Conditions of Use can exclude or restrict the application of such laws but, to the extent that it can under these laws, Echo Pet Foods does not give any guarantee or warranties or make any representation of any kind, express or implied, with respect to use of this Website outside these consumer laws. Subject to claims available under consumer protection laws, neither Echo Pet Foods nor its related bodies corporate (as that term is defined in the Corporations Act 2001) is liable:

(a) to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including any form of consequential loss such as any third party loss, loss of profits, loss of revenue, loss of opportunity, loss of anticipated savings, pure economic loss and any increased operating cost) however caused and which is suffered directly or indirectly in connection with your use of this Website;

(b) for disruptions to this Website; and

(c) to you or anyone else if interference with or damage to your computer systems occurs in connection with use of this Website or an external website. You must take your own precautions to ensure that whatever you select for use from this Website is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

7.2 For claims that cannot be excluded or restricted under consumer protection laws, the liability of Echo Pet Foods for such a claim will (at Echo Pet Foods option and to the extent permitted by law) be limited to:

(a) in the case of goods: (i) repairing or replacing those goods; or (ii) paying the cost of having those goods repaired or replaced; and

(b) if the breach relates to services: (i) resupplying those or equivalent services; or (ii) paying the cost of having those services resupplied.

8. INDEMNITY

You will at all times indemnify, and keep indemnified, COSTWIDE MEATS and its directors, officers, employees, agents and related bodies corporate (as that term is defined in the Corporations Act 2001) from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by Echo Pet Foods arising from any claim, demand, suit, action or proceeding by any person against you or Echo Pet Foods where such loss or liability arose out of, in connection with or in respect of your use of the Website, your conduct and/or your breach of these Terms & Conditions of Use.

9. PRIVACY

9.1 Echo Pet Foods Privacy Policy is incorporated into these Terms & Conditions of Use.

9.2 In the event Echo Pet Foods business or company is sold to a third party, you grant Echo Pet Foods the right to transfer the personal information and other data and rights that Echo Pet Foods has collected from you to that third party, and Echo Pet Foods will not be required to obtain your prior consent or approval or to notify you of such a transfer.

10. WEBSITE INFORMATION

10.1 Any information and content that is published on the Website is owned or controlled by Echo Pet Foods and is protected by worldwide copyright laws. You may download content only for your personal use for non-commercial purposes but no modification or future reproduction of the content is permitted. The content may otherwise not be copied or used in any way. In relation to the information on the Website (including in relation to Offers) Echo Pet Foods takes all reasonable steps to:

(a) include up-to-date and accurate information but makes no representations, warranties, or assurances as to the accuracy, currency, comprehensiveness or completeness of the information provided; and

(b) to ensure information relating to Offers and/or goods and services is accurate and without errors.

However, on occasion, a third party will provide Echo Pet Foods with inaccurate information. Consequently, you agree that Echo Pet Foods will not be held liable for the publication on the Website of any inaccuracies or errors in information relating to goods and services that it has received from third parties.

10.2 Echo Pet Foods will not be liable for any damages or injury resulting from your access to, or inability to access, this Website, or from your reliance on any information provided at this Website. This site is for residents of Australia only.

10.3 You agree that you are responsible for:

(a) making your own reasonable enquiries to verify information that is published on the Website about particular goods and services; and

(b) assessing the suitability of goods and services prior to you placing an order for an Offer relating to those goods or services.

11. LINKS TO THIRD PARTY WEBSITES

Links to third-party websites are provided on the Website for convenience only. By clicking on a third-party link, you will leave the Website. Echo Pet Foods does not endorse nor support the content of third-party links, and is not responsible for the content of a third-party website. The Echo Pet Foods will not be liable for any damages or injury arising from any third party website content