

FNPL Group Privacy Policy

This is the privacy policy ("**Privacy Policy**") of Freedom Nutritional Products Limited (A.C.N 002 814 235), Nutrition Ventures Pty Limited (A.C.N 089 982 392), Nutrition Ventures Financing Pty Limited (A.C.N 127 100 387), Paramount Seafoods Pty Limited (A.C.N 070 130 120), Freedom Foods Pty Limited (A.C.N 068 972 181), Australian Natural Foods Holdings Pty Limited (A.C.N. 109 854 373), Thorpedo Foods Pty Limited (A.C.N 109 219 918), Thorpedo Seafoods Pty Limited (A.C.N. 111 860 550) and Thorpedo Foods Group Pty Limited (A.C.N 109 219 918) (collectively referred to as "**FNPL Group**").

Each member of the FNPL Group is committed to ensuring that it complies with the provisions of the Privacy Act 1988 in dealing with your personal information.

This Privacy Policy sets out how the FNPL Group will deal with your personal information.

Collection of your personal information

Each member of the FNPL Group only collect personal information which it believes is necessary to:

- (a) conduct its business;
- (b) provide its goods and services to you or information about its goods or services to you;
- (c) when you contact it by email to give it feedback or submit an enquiry.

The FNPL Group may also use your personal information to market products and services to you or to inform you of any special offers, discounts or other information which are considered to be of interest to you. However, if you do not wish to receive future marketing, promotional or sales material from the FNPL Group, you may contact the FNPL Group at any time by sending an email to info@fnpl.com.au requesting that no further material be sent to you. The FNPL Group will, as soon as reasonably practicable after receiving your request, remove your contact details from its marketing database.

The type of personal information collected by the FNPL Group includes your name, street address, telephone number, facsimile number and email address.

When you use the website of a member of the FNPL Group, that member will generally only collect personal information from you which is provided by you; for example, when you request information about that member's products and services.

The Internet service provider (ISP) used by the FNPL Group makes a record of all your visits to a member's site and logs a variety of information for statistical purposes only; for example, your server address, your domain name, and the date and time of your visit to the relevant site. The FNPL Group's ISP also collects information such as the pages accessed and documents downloaded, links from other sites followed to reach a member's site, and the type of browser

used. This information is anonymous and is only used for statistical and site development purposes. No attempt will be made to identify you or your browsing activities except where required by law.

A member of the FNPL Group will only record your email address if you send that member a message. The address will only be used for the purpose for which it has been provided to that member by you.

Where lawful and practical, you may interact with a member of the FNPL Group anonymously.

Use and disclosure of personal information

In general, your personal information is only used for the purposes for which it is collected. For example:

- (a) to enable the FNPL Group to provide and market its goods and services to you;
- (b) to enhance and develop the FNPL Group's business relationship with you in relation to goods or services that it provides to you;

or for a secondary purpose related to the primary purpose in relation to which you would reasonably expect your personal information to be used.

The FNPL Group does not transfer your personal information overseas.

Correction of your personal information

The FNPL Group takes all reasonable steps to monitor that the personal information collected by it is accurate, complete and current. If you think that any of the information that the FNPL Group hold about you is inaccurate or incomplete, please contact the FNPL Group by emailing it at info@fnpl.com.au and it will take steps to correct it.

Security of your personal information

You acknowledge that no data transmission over the Internet is totally secure. Accordingly, the FNPL Group does not warrant the security of any information which you transmit to it. Any information which you transmit to the FNPL Group is transmitted at your own risk. However, once the FNPL Group receives your transmission, it will take all reasonable steps to protect your personal information from misuse, loss or unauthorised access using a variety of physical and electronic security measures including access locks and computer and network security.

Access to your personal information

Upon request, you may have access to the personal information which the FNPL Group holds about you except where access may be denied under the Privacy Act. These circumstances include:

- where providing access would have an unreasonable impact on the privacy of an individual;
- your request for access is frivolous or vexatious;
- where the information relates to current legal proceedings between the FNPL Group and you;
- where it would be unlawful to provide access or granting such access may prejudice an investigation of possible unlawful activity or enforcement of laws, or where denying access is authorised by law.

To request access to your personal information, please contact the FNPL Group's privacy officer ("**Privacy Officer**") whose contact details are set out at the end of this Privacy Policy. The Privacy Officer or a delegate will endeavour to respond to your request for access to your personal information within 7 days of the date of receipt of such request.

If your request for access is denied, the FNPL Group will provide you with reasons for its decision.

If your request for access is granted, the FNPL Group reserve the right to charge a fee for any costs incurred in providing your personal information such as photocopying and postage.

Changes to Privacy Policy

The FNPL Group reserves the right to change its Privacy Policy from time to time by posting such changes on the website of any member of the FNPL Group. Changes will be effective immediately upon notification on any member of the FNPL Group's website. Your continued use of any member of the FNPL Group's website following notification will constitute your acceptance of those changes.

If you have any concerns, questions or complaints regarding the privacy and management of your personal information by the FNPL Group, please contact the Privacy Officer, whose contact details are as follows:

Mark Gilio
C/-Freedom Nutritional Products Limited
80 Box Road
TAREN POINT NSW 2229
Tel: (02) 9526 2555
Fax: (02) 9525 5406
Email: info@fnpl.com.au

Current Terms of the FNPL Site

Terms and Conditions of Use

This website (the "**Site**") is owned and operated by Freedom Nutritional Products Limited (A.C.N 002 814 235) ("**FNPL**").

Your use of the Site is conditional upon your acceptance of these terms and conditions, any other terms and conditions on the Site and the Privacy Policy (collectively the "**Agreement**"). Your use of the Site constitutes your acceptance of the Agreement and any variation to it. Unless otherwise specified, the Site and the material provided on the Site are solely provided for the purpose of promoting goods and services within Australia only. FNPL reserves the right to alter, modify or update the Agreement at any time and you agree to review the Agreement on a periodic basis.

Site content

While FNPL has made every effort to monitor the information contained on the Site is free from error, FNPL does not warrant the accuracy, adequacy or completeness of any information on the Site. All information may be subject to change without notice. FNPL does not accept any liability for any loss whether direct or indirect (including any indirect or consequential loss), or damage you may suffer directly or indirectly arising out of or in any way connected with your use of any information contained on the Site.

Your Information

Copyright in the Site and each part of it is owned by FNPL unless expressly indicated otherwise. You are prohibited from modifying, copying, reproducing, republishing, framing, adapting, uploading to a third party, posting, transmitting, distributing or otherwise dealing with the material on the Site except as expressly authorised in writing by FNPL.

Strictly on the condition that you keep all content intact in the same form as presented on the Site (including without limitation all copyright, trade mark and other proprietary notices), you may, by using an industry-standard web browser, download and view the material on the Site for your personal, non-commercial use only.

Links to other websites

The Site may be linked to other websites ("**Linked Websites**"). FNPL makes no representations or warranties regarding any Linked Websites, the material contained on any Linked Websites or the entities which operate any Linked Websites or which are featured on Linked Websites. FNPL accepts no liability for any loss (including any indirect or consequential loss) or damage you may suffer directly or indirectly as a result of using the Linked Websites or relying on any material contained therein.

You acknowledge that your access and use of Linked Websites is entirely at your own risk.

Security of Information

No data transmission over the Internet is totally secure. Accordingly, FNPL does not warrant the security of any information which you transmit to it. Any information which you transmit to FNPL is transmitted at your own risk. However, once FNPL receives your transmission, it will take all reasonable steps to oversee the security of such information.

Limitation of Liability

FNPL does not warrant that your access to or use of the Site will be continuous, uninterrupted or totally secure. The Site may not be available from time to time due to upgrades or maintenance carried out in relation to the Site. You acknowledge that disruptions to the operation of the Site may occur which are outside FNPL's control and which may affect your access to or use of the Site.

Neither FNPL, nor its employees, officers or agents, will be liable for any loss or damage (including without limitation, any consequential loss or damage) suffered by you arising directly or indirectly from your inability to access the Site, your operation of the Site or in relation to any goods or services offered through the Site.

In no circumstances will FNPL be liable to you or any third party for any indirect or consequential loss arising from damage caused to your computer or computer files as a result of your use of the Site or resulting from loss of data, loss of profits or business interruption even where FNPL has been advised of the possibility of such damages.

Indemnity

You indemnify and agree to keep FNPL, its affiliates, officers, employees and agents indemnified against all claims, demands, actions, proceedings, costs, expenses, liabilities and loss suffered by FNPL directly or indirectly as a result of any breach of your obligations under this Agreement.

Disclaimer

Your use of the Site and material on the Site is at your own risk. To the extent permitted by law, FNPL specifically disclaims all warranties whether express, implied, statutory or otherwise relating in any way to this Agreement. With respect to implied terms which cannot be excluded by law, FNPL's liability for any breach of an implied term will be limited to the supply of the goods or services to you again or the reasonable cost of supplying those goods or services to you again.

Changes to Agreement

FNPL reserves the right to change any aspect of this Agreement from time to time by posting such changes on the Site. Changes will be effective immediately upon notification on the Site. Your continued use of the Site following notification will constitute your acceptance of those changes.

Your information

You acknowledge that all information you provide to FNPL including personal information is complete, accurate and current.

It is a condition of this Agreement that your information does not contain any virus, worm, Trojan horse or other program or material that has the ability to alter, delay, damage or interferes with the operation of the Site, is not false or misleading and does not contravene any law, statute or regulation.

FNPL's privacy policy ("**Privacy Policy**") governs the manner in which FNPL may use your personal information. You consent to the use of your personal information in the manner set out in the Privacy Policy. You may review the terms of the Privacy Policy

General

This Agreement is governed by the laws of the State of New South Wales. If any provision of this Agreement is invalid, void or unenforceable, all other provisions will be separately enforceable and will continue to be of full force and effect without regard to the invalid, void or unenforceable provision.

FNPL reserves the right to suspend or terminate your use of the Site if you breach any of your obligations under the Agreement.