

# Agriculturalabundance.com

## Terms and Conditions

Last updated: July 17<sup>th</sup> 2020

Below are the T's & C's concerning your access to and use of our website, [www.agriculturalabundance.com](http://www.agriculturalabundance.com) (the "Site") as well as any other media form, media channel, mobile website or mobile application linked or otherwise connected to the Site.

### 1. Legal Agreement

You agree that by accessing the Site, you have read, understood, and agree to be legally bound by all of these T's & C's. If you don't agree with all of the terms and conditions as set out here, you are expressly prohibited from using the site and must discontinue use immediately. Continued use of the Site is understood to signify acceptance of the Site's T's & C's.

We reserve the right to make changes or modifications to these T's & C's at any time and for any reason and you waive any right to receive specific notice of each such change.

Anyone who accesses the Site must do so in a manner that is compliant with their local laws and are solely responsible for their own compliance with such laws.

### 2. Intellectual Property

#### 2.1 Our Intellectual Property Rights

The Site and all content including information, audio, video, text and images (the "Content") are the intellectual property of the Agricultural Abundance Program, unless otherwise indicated. All trademarks, service marks and logos (the "Marks") are owned or controlled by us or used by us with permission from the respective owner and are protected by the intellectual property and trademark laws of Australia.

The Site, Content and Marks are for your information and personal use only. No part of these may be copied, reproduced, republished, publicly displayed, sold, licenced or otherwise used for any commercial purpose.

You may share links to content posted publicly by the Program on any affiliated social media account. We reserve the right to require that sharing of Content be ceased or retracted if we can reasonably believe the Content was shared inappropriately or unlawfully.

## 2.2 Your Intellectual Property Rights

Any content generated by yourself or your representative, including personal details, forum posts, photos and text, but excluding soil test results provided by any external third party, remains in your ownership. We do not claim ownership rights on this content, but reserve the right to collect and transform data you provide for the Program's use and reporting. The Program reserves the right to use photos owned by you but provided to the Program on the Site and in promotional materials. This use is understood to be permitted unless specified otherwise in writing by you.

You acknowledge that any questions, comments, suggestions, ideas, or feedback ("Submissions") provided by you is non-confidential and is our exclusive property. You hereby warrant that any such information is your own and that you have the right to provide such information. You agree that there will be no recourse against us for any alleged or actual infringement or misappropriation of your Submissions.

## 2.3 User Content Feedback and Suggestions

If you provide us with any suggestions, comments or other feedback relation to our website or services, the Program reserves the right to own and use such feedback. Feedback must be accurate and complete. By providing feedback, you acknowledge that it may be used by the Program to:

1. Help us improve or develop our Site or services
2. Provide you with support
3. Contact you
4. Monitor performance and create statistical data

Feedback and suggestions can be submitted via:

Phone: 1800 250 025

Email: [info@agriculturalabundance.com.au](mailto:info@agriculturalabundance.com.au)

## 2.4 Copyright

In Australia, copyright law is set out in the *Copyright Act 1968* (Cth). This is federal legislation and applies throughout Australia.

Copyright protects:

- Textual material
- Computer programs
- Compilations
- Artistic works
- Cinematograph films
- Sound recordings
- Broadcasts
- Published editions
- Dramatic works
- Musical works

Copyright does **not** protect:

- Ideas, concepts, styles, techniques, and information
- Names, titles and slogans
- People

In some cases, these elements not protected by copyright may be protected under Intellectual Property laws, trademarks, Competition and Consumer laws, or other such legal protections. If you believe any Content or material available on or through the Site infringes upon any copyright you own or control, or any other such legal protections as mentioned above, please contact us in writing immediately at [info@agriculturalabundance.com](mailto:info@agriculturalabundance.com) with your concern, your full name, and a contact phone number and email address at which we can contact you. Please note that you must act in good faith, and an intentionally false copyright or misuse of content claim could result in suspension or termination of your User Account, your role in the Program, or appropriate legal actions.

### 3. User Representations

You agree that:

1. All information you submit to the Site will be true and accurate, and updated as necessary.
2. You have the legal capacity to agree and comply with the T's & C's as set out here.
3. You will access the site only as yourself or as authorised representative
4. Neither your access to nor use of the Site will be for any illegal or unauthorised purpose

If you provide any information that is untrue, inaccurate, not current, or incomplete, or otherwise violate these T's & C's, we reserve the right to suspend or cancel your account without notice and refuse any and all current or future use of the Site.

#### 3.1 User Registration

In order to properly participate in the Program, you will be granted access to Members Only sections and features of our Site, requiring us to create a "User Account". Your User Account will be generated using personal information you have provided to us. You agree that this information is true, accurate and complete, and will be updated as necessary by contacting us in writing at [info@agriculturalabundance.com](mailto:info@agriculturalabundance.com). We reserve the right to request further personal information to complete your User Account, and to suspend or cancel your account without notice if you are found to be in breach of this clause.

You agree to use a predetermined username and password allocated to you by an approved representative of the Program and to keep your password confidential at all times. You assume total responsibility for all use of your account and password.

##### 3.1.1 Registration Sharing

We understand that at times you may need to have an employee or partner access your account on your behalf. Sharing of your password and username with another entity will deem the entity to be an approved representative of you and will permit them to perform any actions available to you in relation to your User Account. Any entity with whom your password and username is to be shared must be disclosed to, and approved by, a representative of the Program, in writing, prior to being shared. Upon approval and recognition of your representative, it is understood that the T's & C's have been read, understood, and agreed to.

All activities and actions performed by any entity with whom your User Account password and username have been shared are deemed to have occurred on your behalf and in your name, and you will be determined to have sole responsibility over these activities and actions.

In case of a dispute on User Account ownership, we reserve the right to determine ownership based on our reasonable judgement. However, if we cannot make such a determination, we reserve the right to suspend or terminate your User Account until reasonable proof of ownership has been presented to us. We may request identification documentation to assist us in determining ownership.

### **3.2 User Content**

User Content is any posts, images, videos, audio files, text, logos or other such materials and must be true, current and accurate, without infringing on any third-party rights. It must not be illegal or unlawful for you to create User Content, and you must confirm you own all rights to User Content uploaded or provided by you or your authorised representative, unless you have obtained all consents and permissions required to upload or provide such Content.

#### **3.2.1 User generated contributions**

Agricultural Abundance may invite you to chat, contribute to, or participate in online forums, message boards and direct messaging, and may provide you with the opportunity to create, submit, post, display, or publish content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, suggestions, or personal information or other material (collectively, "Contributions").

Contributions are treated as non-confidential and non-proprietary, and may be viewable by other users of the Site and through third party websites. You agree that:

1. Your Contributions do not infringe on any rights of any third party.
2. You are the creator or owner of the Contributions, or have the necessary consents and permissions to use the Contributions.
3. Your Contributions are not intentionally false, inaccurate or misleading.
4. Your Contributions are not to be used for commercial purposes such as unsolicited or unauthorised advertising.
5. As determined by us, your Contributions are not obscene; lewd; violent; harassing; slanderous; ridiculing; mocking; abusive; discriminatory; advocating for rebellion against any local or foreign government; encouraging of any harm towards another person, animal, infrastructure, or thing; in violation of any applicable law, regulation or rule; material that solicits information from or exploits people under the age of 18; or, otherwise linked to any material that violates these T's & C's.

Any use of the Site in violation of these may result in, among other things, termination or suspension of your rights to use the Site.

#### **3.2.2 User Data**

We will maintain certain data that you transmit to the Site for the purpose of managing the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site.

You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

#### **4. Site Management**

We reserve the right, but not the obligation, to:

1. Monitor the Site for T's & C's violations, remove Content that is found to be in violation of the T's & C's, and take appropriate legal action against anyone who, in our view, is found to violate the T's & C's.
2. Restrict access to, cancel or suspend access to our Site, your User Account, your User Content, or your Contributions at our sole discretion and without limitation, notice, or liability.
3. Manage the Site in a way that protects our rights and facilitates proper functioning of the Site.

#### **5. Privacy Policy**

We care about data privacy and security. By using the Site, you agree to be bound by our Privacy Policy, which is incorporated into these T's & C's. This Site is hosted in Australia and therefore bound by Australian privacy laws. Please note that Australian Laws may differ from the laws of your local region.

We receive, collect and store any information you enter on our website or provide us in any other way. We also collect:

1. Internet protocol (IP) address used to connect your computer to the Internet
2. Login and password
3. Email address
4. Activity history (Software tools may be used to collect and analyse session information and activities.)

We also collect personally identifiable information such as your name, phone number etc. as well as comments, feedback and reviews.

Any information provided may be used to:

1. Analyse, monitor and evaluate Site and/or Program performance and improve our Site and/or services.
2. Conduct general operations of the Program.
3. Educate, share information, and encourage collaboration between Program participants.
4. Contact site users regarding your account, troubleshooting, disputes, send updates or as otherwise necessary to enforce T's & C's, laws, or any agreement we have with you.
5. Comply with applicable laws and regulations.

We do not knowingly accept, request, or solicit information from, or intentionally market to, children under the age of 18. If we have reason to believe Content has been generated by anyone under the age of 18, we will remove that information from the Site as quickly as is reasonably practical.

We may contact you in order to provide technical advice, troubleshoot, resolve a dispute, update you on the Program, provide you with marketing material, or as otherwise necessary. For these purposes, we may contact you via our web platform, email, phone, and mobile (including text messages).

Our Site is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to interact with you and provide services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

If you opt out of the Program at any point and no longer want us to process your data anymore, please request this in writing via an email to [info@agriculturalabundance.com](mailto:info@agriculturalabundance.com). Please note that if you do so, we reserve the right to maintain your name, phone number, email address and soil data on our database.

We reserve the right to modify this Privacy Policy at any time, so please review it as necessary, as we will only notify of changes if they are material (such as changing the types of information we collect or how it will be used). Changes and clarifications will take effect immediately upon their posting on the website.

## **6. Third-party websites and content**

The Site may contain (or you may be sent via the Site) links to other websites such as YouTube or online newspapers ("Third-party Websites"), as well as text, images, videos, sound, information or other content belonging to or originating from third parties ("Third-party Content").

We do not monitor Third-party Content or Third-party Websites and are not responsible for any Third-party Websites accessed through the Site or any Third-party Content not expressly authored by us.

If you provide us or the Site with Third-party Content or link to a Third-party Website, you do so at your own risk. Please note that while Third-Party Content or Third-party Websites may have their own T's & C's and Privacy Policies, and may be covered under a different legal jurisdiction, if communicated to our website in the context of User Content, our own T's & C's, policies and laws may also apply.

You agree that we may not agree with or endorse the products, services, content, opinions, or information offered on or provided by the Third-party Websites (unless otherwise expressly acknowledged by us) and resolve us of any responsibility for any losses or damage sustained by you resulting in any way from any Third-party Content or any contact with Third-party Websites.

## **7. Modifications and Interruptions**

We reserve the right, but not the obligation, to change, modify, revise, update, suspend, discontinue or remove the Site or its Contents at any time or for any reason without notice. You resolve us of all liability for any changes, modifications, revisions, updates, suspensions, discontinuance or removal of the Site or its Contents.

In consideration of hardware, software, maintenance, or other problems, we do not guarantee the Site will be available at all times. You resolve us of all liability for any loss, damage, or inconvenience caused by interruptions, delays, errors or your inability to access or use the Site.

### **7.1 Corrections**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions. We reserve the right, but not the obligation, to correct these errors, inaccuracies or omissions at any time and without notice.

## **8. Prohibited activities**

You may not access or use the Site for any purpose other than that for which the Site has been intended.

You, and any representative of you, agree not to:

1. Use data from the Site to create or compile a database or directory, including by automated mechanisms such as data mining or by using mechanisms such as cookies or other devices (e.g. spyware)
2. Make any unauthorised use of or access to the Site.
3. Provide any information that is knowingly false, inaccurate, incomplete, or misleading.
4. Use the Site for commercial purposes unless expressly permitted by an authorised representative of the Program.
5. Disable, interfere with, or circumvent the security of Site, including accessing restricted portions of the Site
6. Represent yourself or another entity falsely, including misleading others in an attempt to learn sensitive information.
7. Provide false information regarding support services and feedback, make false reports of misconduct, or make false copyright or trademark claims.
8. Make improper use of our support services and feedback mechanisms, or submit false reports of abuse or misconduct
9. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site
10. Access the Profile of any User who you are not or who has not expressly shared their account login with you or designated you as a second User
11. Sell or otherwise transfer your Profile
12. Harass, abuse, annoy, intimidate, threaten or harm another person, using information from the Site or otherwise, including any of our employees
13. Use the Site as part of any effort to compete with us
14. Delete the copyright or any other proprietary rights notice from any Content
15. Upload or transmit (or attempt to upload or transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text)
16. Harm, in our opinion, the Program and/or the Site and/or any of our employees, contractors, or Users
17. Use the Site in a way that violates any applicable laws or regulations

### **8.1 Site actions against prohibited activities**

If you, your representative, or any entity operating under your name, whether known to you or not, engages in any activity stipulated under the Prohibited Activities section of these T's & C's, we may suspend or terminate your use of the Site and/or your Account without notice and without limitation. If you believe your use of the Site and/or your Account has been wrongly suspended or terminated, appeals should be made in writing to [info@agriculturalabundance.com](mailto:info@agriculturalabundance.com).

If we believe that any prohibited activity violates a law, regulation or policy under the jurisdiction in which the action takes place, we may, at our sole discretion and without limitation, take appropriate legal action, including reporting to law enforcement authorities.

## **9. Term, termination and suspension**

Without limiting any other provision of these T's & C's, we reserve the right to, at our sole discretion and without notice or liability, cancel access to and use of the site to any entity for any reason or for no reason. We may terminate your use or participation in the site or delete any content or information (including your User Account) that you posted at any time, at our sole discretion and without notice.

If we terminate or suspend your account for any reason, you are prohibited from:

1. reregistering
2. creating a new account under a different name or email address
3. acting as representative for another Account
4. logging in under an existing Account

In addition to terminating or suspending your account, we reserve the right to take appropriate legal action.

## **10. Cancellation**

You may voluntarily discontinue use of the Site and request to suspend or cancel your User Account and withdraw, either temporarily or permanently, from the Program at any time by providing this request in writing to [info@agriculturalabundance.com](mailto:info@agriculturalabundance.com). The effective date and time for such cancellation/suspension/withdrawal shall be the date and time stamped on the received email, and the Program will enact this cancellation or suspension within two working days of receiving notice.

### **10.1 Loss and retention of data and content**

If your User Account or any Third-party services related to your User Account are cancelled or suspended (whether at your request or at our discretion), it may cause or result in the loss of your Content or other data. The Program shall not be liable in any way for such a loss.

Your Content or other Data may be retained in the Program's database, including data and information deemed to be owned by the Program. Additionally, your name, email address and phone number will be retained in our internal database. If you have any concerns about the management of your information, please contact us on 1800 250 025 or in writing at [info@agriculturalabundance.com](mailto:info@agriculturalabundance.com).



## **10.2 Dispute resolution**

These T's & C's are governed by and construed in accordance with the State of Queensland, Australia. In the event that a dispute arises from these T's & C's, all parties will submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

## **11. Disclaimer**

The Site is provided on an as-is and as-available basis. You agree that your use of the Site and our services will be at your sole risk. To the fullest extent permissible by law, we disclaim all warranties, express or implied, in connection with the Site and your use thereof. We make no warranties or representations about the accuracy or completeness of the Site's content or the content of any websites linked to the Site.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Site, and we are not in any way responsible for interactions, including transactions, that occur between you and any third-party providers of products or services.

## **12. Limitation of liability**

To the fullest extent permissible by law, the Program, its employees, contractors, directors, shareholders, subsidiaries, officers, trustees, affiliates and/or agents shall not be liable to you for any direct, indirect, incidental, special, punitive, exemplary or consequential damages whatsoever, including any damages resulting from:

1. Errors or inaccuracies in any Content
2. Any personal injury or property damage related to your use of the Site or the Program services
3. Any unauthorised access to or use of our servers and/or any personal information or other information stored in them
4. Any interruption to or from the Site or Program services
5. The use or display of any Content or User Content posted, emailed, or otherwise made available via the Site or Program services
6. Events beyond the reasonable control of the Program, including internet failures, equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, governmental actions, orders of courts, agencies or tribunals, or non-performance of third-parties
7. Loss of use, data, profits, revenue, goodwill, or other intangible losses

You agree that these limitations of liability are constituting in part the consideration for the Program's services to you, and such limitations will apply even if we have been advised of the possibility of such liabilities.

### **13. Indemnity**

You agree to defend, indemnify and hold harmless the Program, its employees, contractors, directors, shareholders, officers, trustees, subsidiaries, affiliates and/or agents, from and against any and all claims, demands, damages, obligations, losses, liabilities, costs, debt and expenses (including attorneys' fees) arising from:

1. Your use of the Site
2. Your violation of any term of these T's & C's, including our embedded Privacy Policy
3. Your violation of any Third Party right
4. Any other type of claim that your User Content caused damage to a third party
5. Any overt harmful act toward any other user of the Site with whom you connected via the Site

We reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims. We will use reasonable efforts to notify you of any such claim, action or proceeding which is subject to this indemnification upon becoming aware of it

### **14. Miscellaneous**

These T's & C's and any policies or operating rules posted by us on the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these T's & C's shall not operate as a waiver of such right or provision.

These T's & C's operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these T's & C's is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these T's & C's and does not affect the validity and enforceability of any remaining provisions.

You agree that these T's & C's will not be construed against us by virtue of having drafted them.

You hereby waive any and all defences you may have based on the electronic form of these T's & C's and the lack of signing by the parties in executing these T's & C's.

### **15. Contact Us**

To contact us at any point regarding the Site or the use thereof, please reach out to us at:

Agricultural Abundance Program

PO Box 105, Paddington QLD

1800 250 025

[info@agriculturalabundance.com](mailto:info@agriculturalabundance.com)