

AusAgritech Online Membership Terms and Conditions

These terms and conditions (**Terms**) are the contract between you as the online membership member (**you** or **your**) and of **The Australian Agritech Association (AusAgritech) (INC2000153)** of SE 2 2 Northcote Street, Naremburn NSW 2065 (**us**, **our** or **we**).

By visiting or using the Membership platform at www.ausagritech.org (**Site**), you agree to be bound by the Terms. Please read this agreement carefully and save it. If you do not agree to be bound by the Terms, you should leave the Site immediately.

1. Definitions

1.1 In this agreement, the following words have the following meanings:

1.1.1 **Content** means the written, video or sound content that is available for you on the Site and it may include content posted by your other members of the Site.

1.1.2 **Governing Law** means the law of New South Wales;

1.1.3 **Membership** means your membership of the Site and these Terms. It includes the membership service we provide as set out on our Site and in this contract.

1.1.4 **Post** means Content and any other material on our Site and includes the phrases **Posted** and **Posting** in these Terms.

1.1.5 **Services** means all of the services or benefits available with your Membership on the Site, whether free or paid.

1.1.6 **Site** means the Membership platform at www.ausagritech.org and any other app or service designed for access by mobile phones or fixed devices and includes all web pages and community apps controlled by us. For clarity, the Site is currently hosted by Outseta (**Membership Site**) as at the date of these Terms. In agreeing to these Terms you also agree to be bound by any Terms required by the Membership Site or any other third party hosting website we use from time to time.

2. Our contract

2.1 These terms and conditions regulate our business relationship with you. By electing to join our Membership Services or use our Site free of charge, you agree to be bound by them. The contract between us comes into existence when we receive payment from you for your Membership.

- 2.2 In entering into this contract you acknowledge and agree that you have not relied on any representation or information from any source except the definition and explanation of the Services given on our Site.
- 2.3 Subject to these Terms, we agree to provide to you some or all of the Services described on our Site at the prices we charge from time to time.
- 2.4 If we give you free access to a Service or feature on our Site which is normally a paid Membership only feature, and that Service or feature is usually subject to additional contractual terms, you agree that you will abide by those additional terms in order to gain access to that feature.

3. Your account and personal information

- 3.1 When you visit our Site, you accept responsibility for any action done by any person in your name or under your account or password. You should take all necessary steps to ensure that your password is kept confidential and secure.
- 3.2 You agree to inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 3.3 You agree that you have provided accurate, up to date, and complete information about yourself to us. We are not responsible for any error made as a result of such information being inaccurate.
- 3.4 You agree to notify us of any changes in your information, such as updated credit card details or other critical personal information immediately once a change occurs. If you do not do so, we may terminate your account at our discretion.

4. Membership

- 4.1 Details of the cost and benefits of Membership are as set out on our Site. You may subscribe to Membership Services at any time on the basis we offer it to you at the time you elect to subscribe.
- 4.2 You do not have to take any action for these Terms to apply other than electing to be bound by the Membership. By accepting these Terms, you instruct us to give you immediate access to the **Membership Services** and you know that by doing so, you may not be entitled to a refund of any Membership fees paid to us.
- 4.3 Termination of Membership will be regulated by this contract set out in paragraph 14 below.
- 4.4 You may not transfer your Membership to any other person.

- 4.5 We reserve the right to modify the Membership rules or system and to change the Terms of this contract at any time, without notice. If, after such modifications, you continue to use your Membership, we will deem this as your acceptance of the modified Terms.

5. Prices

- 5.1 The price payable for the Membership is set out on our Site. We reserve the right to update that Membership price from time to time at our discretion.
- 5.2 The price charged for Membership will be in Australian Dollars, if you are located in another country, you may be charged international conversion rates and be subject to an exchange rate. You will be required to pay any additional fees in this regard.
- 5.3 Prices are inclusive of any goods and services tax or other sales tax (where it is applicable).
- 5.4 You will pay all sums due to us under these Terms and your Membership by the means specified without any set-off, deduction or counterclaim.

6. Renewal payments

- 6.1 Your Membership and licence to use the Membership Services will renew automatically each month. At the monthly renewal we will automatically take payment from your credit card or other specified method of payment of the sum specified on our Site as the then monthly Membership fee.
- 6.2 Membership is ongoing until such time as you actively cancel your Membership in accordance with these Terms.
- 6.3 You can cancel your Membership at any time by emailing a cancellation notice to our nominated email address at the foot of these Terms or by managing your payment in our Site under the settings "Manage Payment".
- 6.4 Cancellation will take effect the following month after notice is received.
- 6.5 Other than the limitations set out above Membership is non-refundable and non-transferable.

7. Security of your credit card

- 7.1 Please note that credit card payments are not processed on a page controlled by us.
- 7.2 Processing takes place on the third party payment processor connected to our Membership Site, and we are bound by their terms and conditions and

any other relevant third payment processor that the Membership Site uses to take your payment.

- 7.3 If you have concerns about the safety or otherwise of your card, the Membership Site and other third payment processor terms should be read before you agree to the monthly membership direct debit from your card to ensure the details are being kept safely. While we will use our reasonable commercial endeavours to ensure the safety of any details we hold, we cannot directly control the details held by third party sites and will not be liable in this regard.

8. Restrictions on what you may Post to Our Website

- 8.1 We may, at our discretion, read, assess, review or moderate any Content Posted on our Site. If we do, we do not need to notify you or give you a reason.
- 8.2 You agree that you will not use or allow anyone else to use our Site to Post Content which is or may:
- 8.2.1 be malicious or defamatory;
 - 8.2.2 consist in commercial audio, video or music files;
 - 8.2.3 be obscene, offensive, threatening or violent;
 - 8.2.4 be sexually explicit or pornographic;
 - 8.2.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
 - 8.2.6 give the impression that it emanates from us or that you are connected with us or that we have endorsed you or your business;
 - 8.2.7 solicit passwords or personal information from anyone;
 - 8.2.8 be used to sell any goods or services or for any other commercial use;
 - 8.2.9 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such place as we designate;
 - 8.2.10 link to any of the material specified above, in this paragraph.
 - 8.2.11 Post excessive or repeated off-topic messages to any forum or group;

8.2.12 sending age-inappropriate communications or Content to anyone under the age of 18.

9. Restricted Content

In connection with the restrictions set out below, we may refuse or edit or remove a Post that does not comply with these terms.

In addition to the restrictions set out above, a Posting must not contain:

- 9.1 hyperlinks, other than those specifically authorised by us;
- 9.2 keywords or words repeated, which are irrelevant to the Content Posted.
- 9.3 the name, logo or trademark of any organisation other than that of you or your client.
- 9.4 inaccurate, false, or misleading information.

10. How we handle your Content

- 10.1 Our privacy policy is at:
<https://www.ausagritech.org/wp-content/uploads/2022/01/AusAgritech-Privacy-Policy.pdf>.
- 10.2 If you Post Content to any public area of our Site it becomes available in the public domain. We have no control over who sees it or what anyone does with it.
- 10.3 Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in, to access it. You should therefore avoid Posting unnecessary confidential information.
- 10.4 We require the freedom to be able to publicise our Services and your use of them. Accordingly, you irrevocably grant us the right and licence to edit, copy, publish, distribute, translate and otherwise use any Content that you place on our Site, in public domains and in any medium. You represent and warrant that you are authorised to grant all such rights.
- 10.5 We will use that licence only for commercial purposes of the business of our Site and will stop using it after a commercially reasonable period of time.
- 10.6 You agree to any act or omission which may otherwise infringe your right to be identified as the author and your right to object to derogatory treatment of your work as provided in the *Copyright Act 1968*.
- 10.7 Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.

- 10.8 You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of any Content having been Posted by you.
- 10.9 You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 10.10 Please notify us immediately of any security breach or unauthorised use of your account.
- 10.11 We do not solicit ideas or text for improvement of our Membership Service, but if you do send to us material of any sort, you are deemed to have granted to us a licence to use it in the terms set out at sub paragraph 10.4 above.

11. Removal of offensive Content

- 11.1 For the avoidance of doubt, this paragraph is addressed to any person who comes on our Site for any purpose.
- 11.2 We are under no obligation to monitor or record the activity of any customer for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 11.3 If you are offended by any Content, the following procedure applies:
 - 11.3.1 your claim or complaint must be submitted to us in the form available on our Site, or contain the same information as that requested in our form. It must be sent to us by post or email;
 - 11.3.2 we shall remove the offending Content as soon as we are reasonably able;
 - 11.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;
 - 11.3.4 we may reinstate the Content about which you have complained or not.
- 11.4 In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant to us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 11.5 If any complaint made by you is either frivolous or vexatious, you agree that you will repay us the cost of our investigation including legal fees, if any.

12. Security of Our Website

You agree that you will not, and will not allow any other person to:

- 12.1 modify, copy, or cause damage or unintended effect to any portion of our Site, or any software used within it.
- 12.2 link to our Site in any way that would cause the appearance or presentation of our Site to be different from what would be seen by a user who accessed our Site by typing the URL into a standard browser;
- 12.3 download any part of our Site, without our express written consent;
- 12.4 collect or use any product listings, descriptions, or prices;
- 12.5 collect or use any information obtained from or about our Site or the Content except as intended by this agreement;
- 12.6 aggregate, copy or duplicate in any manner any of the Content or information available from our Site, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
- 12.7 share with a third party any login credentials to our Site.
- 12.8 Notwithstanding the preceding clauses, we grant a licence to you to:
 - 12.8.1 create a hyperlink to our Site for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 - 12.8.2 you may copy the text of any page for your personal use in connection with the purpose of our Site a Service we provide.

13. Disclaimers

- 13.1 The law differs from one country to another. This paragraph applies so far as the applicable law allows.
- 13.2 All implied conditions, warranties and terms are excluded from this agreement. If in any jurisdiction an implied condition, warrant or term cannot be excluded, then this sub paragraph shall be deemed to be reduced in effect, only to the extent necessary to release that specific condition, warranty or term.

- 13.3 The Site and our Membership and Services are provided “as is”. We make no representation or warranty that the Site, Membership or Services will be:
- 13.3.1 useful to you;
 - 13.3.2 of satisfactory quality;
 - 13.3.3 fit for a particular purpose;
 - 13.3.4 available or accessible, without interruption, or without error;
- 13.4 Your use of the Membership Services or the Site, or the exercise of any right granted under this agreement will infringe any other intellectual property or other rights of any other person.
- 13.5 Our Site may contain links to other third party Internet websites (**Third Party Sites**). We do not have power or control over any Third Party Sites and you acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.
- 13.6 We are not liable in any circumstances for special, indirect or consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of our Site.
- 13.7 We claim no expert knowledge in any subject. We disclaim any obligation or liability to you arising directly or indirectly from information you take from our Site or receive directly from a third party as a result of an introduction via our Site. You must make your own enquiries regarding your individual circumstances before applying any information or otherwise obtained from our Site and we disclaim all responsibility in this regard.
- 13.8 From time to time we may arrange Membership events on third party platforms like Facebook, Zoom or other platforms. In attending these events you will be responsible for your internet security and passwords and we shall not be liable for any loss or damage arising from use of such platforms to attend Membership Events.

14. Duration and termination

- 14.1 This agreement shall operate for the period for which you have subscribed to Membership Service and will be on-going until such time as you terminate your Membership.
- 14.2 You may terminate this agreement at any time, for any reason, with immediate effect by emailing a cancellation notice to our nominated email address at the foot of these Terms or by managing your payment in our Site under the settings “Manage Payment”. Upon such cancellation, the Membership will terminate from the next monthly membership payment due.

We reserve the right to check the validity of any request to terminate membership before acting on it.

- 14.3 We may terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by email, noting that the membership will terminate immediately and the next monthly membership payment will be cancelled by us.
- 14.4 Termination by either party shall have the following effects:
 - 14.4.1 your right to use the Services immediately ceases;
 - 14.4.2 we are under no obligation to forward any unread or unsent messages to you or any third party.
- 14.5 There shall be no re-imbusement or credit if the Service is terminated due to your breach of the terms of this agreement.
- 14.6 We retain the right, at our sole discretion, to terminate any and all parts of the Services provided to you, without refunding to you any fees paid if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement.

15. Storage of data

- 15.1 We assume no responsibility for the deletion or failure to store or deliver email or other messages.
- 15.2 We may, from time to time, set a limit on the number of messages you may send, store, or receive through the Service. We may delete messages in excess of that limit. We shall give you notice of any change to your limit, except in an emergency.
- 15.3 You accept that we cannot be liable to you for any such deletion or failure to deliver to you.

16. Intellectual property rights

- 16.1 Unless otherwise indicated, we own or licence all rights, title and interest (including intellectual property) in the Content on the Site and delivered via our Services. Your use of the Site and our Services to participate in the Membership we offer and your use of or access to any Content does not grant or transfer to you any rights, title or interest in relation to our Site or the Content.
- 16.2 You must not, without our prior written consent or the consent of the owner of the Content (where we do not own the Content) as applicable:
 - 16.2.1 copy or use, in whole or in part, any Content;

- 16.2.2 reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any Content to any third party; or
- 16.2.3 breach any intellectual property rights connected with our Site, including (without limitation) by:
 - (a) altering or modifying any of the Content;
 - (b) causing any of the Content to be framed or embedded in another website or platform; or
 - (c) creating derivative works from the Content.

17. Interruption to Services

- 17.1 If it is necessary for us to interrupt the Services, we will give you reasonable notice where this is possible and when we think the down time is such as to justify telling you.
- 17.2 You acknowledge that the Services may also be interrupted for many reasons beyond our control.
- 17.3 You agree that we are not liable to you for any loss, foreseeable or not, arising from any interruption to the Services.

18. Limitation of liability

- 18.1 Our total liability to you, for any one event or series of related events, and whether in contract, tort, negligence, breach of statutory duty or otherwise, shall be limited to the amount of your monthly Membership fee.
- 18.2 Neither party shall be liable to the other in any possible way, for any loss or expense which is:
 - 18.2.1 indirect or consequential loss; or
 - 18.2.2 economic loss or other loss of turnover, profits, business or goodwill.
- 18.3 This paragraph (and any other paragraph which excludes or restricts our liability) applies to our directors, officers, employees, subcontractors, agents and affiliated companies as well as to us.

19. Indemnity

You agree to indemnify us against any loss, damage or liability, suffered by us at any time and arising out of:

- 19.1 any act, neglect or default of yours in connection with this agreement or your use of the Services;
- 19.2 your breach of this agreement;

- 19.3 your failure to comply with any law;
- 19.4 a contractual claim arising from your use of the Services.

20. Miscellaneous matters

- 20.1 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 20.2 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.
- 20.3 If you are in breach of any term of this agreement, we may:
 - 20.3.1 publish all text and Content relating to the claimed breach, including your name and email address and all correspondence between us and our respective advisers; and you now irrevocably give your consent to such publication;
 - 20.3.2 terminate your account and refuse access to our Site;
 - 20.3.3 remove or edit Content, or cancel any order at our discretion;
 - 20.3.4 issue a claim in any court.
- 20.4 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 20.5 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 20.6 Any communication to be served on either of the parties by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if the sender has received no notice of non-receipt.

- 20.7 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 20.8 So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.
- 20.9 Neither party shall be liable for any failure or delay in performance of this agreement that is caused by circumstances beyond its reasonable control.
- 20.10 Governing Law set out in the Definitions shall govern the validity, construction and performance of this agreement and you agree that any dispute arising from it shall be litigated in accordance with the Governing Law.