



Website Terms of Use

Document Owner: **Group Marketing Manager**

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1 Acceptance of these Website Terms of Use

1.1 These Terms of Use apply to the following websites and related pages which are owned by Agritrade:

- www.nzagritrade.co.nz
- www.aquaspec.co.nz
- www.valagropacific.co.nz

1.2 Use of our websites is subject to these Terms of Use and our [Privacy Policy](#) available on our websites, as well as any specific terms posted within the website and all applicable laws. By accessing and browsing our websites you represent that you have read, understood and accepted these Terms of Access and agree to be bound by them. If you do not agree to these Terms of Use, please do not access or use our websites.

2 Information on Website

2.1 The information on our websites has been provided by us or our suppliers for general informational purposes only and does not constitute technical or other professional advice. We try to keep the information up to date. All images are indicative and for illustrative purposes only. We may at any time change the information available on our websites, without notice, including discontinuing all or any aspects of a website. We will not be liable for any loss or damage which may arise directly or indirectly as a result of such changes.

2.2 No content on our websites can or may change any contract for products or services that you may have with us.

2.3 When transmitting your personal information over this site, please remember that the internet is not a secure environment.

2.4 Our websites are professionally hosted and operate in a secure environment. You should however be aware that there is always an inherent risk in transmitting your personal information via the Internet.

2.5 To make sure you are accessing a secure server, check for the unbroken key or closed lock symbol located generally either at the bottom left or top right of your browser window. If it appears, then a secure connection (TLS) is active. You can double check this by looking at the URL as well. If TLS is active, then the first characters of that line will read 'https' rather than just 'http'. It is important for you to protect against unauthorised access to your password and to your computer and/or device.

2.6 Ensure you logout when you have finished visiting our websites especially if you accessed them from a shared computer and/or device.

2.7 We strongly recommend that you seek independent advice before acting on any information on our websites. Our websites are not designed for the purpose of providing personal financial or investment advice.

3 Website Links

3.1 We may include ads or links to external sites and third-party material, advertising and promotions. We do not control, review or endorse any advertised product or service, or the external sites. The responsibility for the content of any ad appearing on our websites (including hyperlinks to advertisers' own websites) rests solely with the advertisers. Links to any other sites are provided for convenience only and do not represent any recommendation or endorsement by us of the products or services offered by the site owner. Any dealings you have with any such third party are solely between you and that third party and, to the extent that we

assist you in such dealings, we do so purely as an agent for the relevant third party. While we have taken reasonable care to ensure that all such advertisers and third parties are reputable, we will not be responsible for the contents of any third party material or promotion or be liable for any direct or indirect loss or damage suffered by you (or any other party) as a result of accessing, using, relying on or trading with such third parties.

- 3.2 When a third-party website is accessed from this site, users depart our websites. We will have no liability in respect of any loss or damage arising from any use of a link to a third-party, on our websites.
- 3.3 In accordance with recognised internet courtesy, if you wish to link our websites to your website, consent must be sought in writing from us before doing so. Please contact agritrade@nzagritrade.co.nz. If you create a link to any of our websites, you remain fully responsible for any consequences of that link, and you will fully indemnify us against all costs, claims, damages, losses and other liabilities arising from, or in connection with, that link.

4 Intellectual Property

- 4.1 We own and retain copyright and all other intellectual property rights in all information and data on our websites. We reserve all our rights in such material. You acknowledge and agree that all content and materials available on our websites are protected by copyrights, trademarks or other intellectual property rights and laws. No content or material on our websites may be reproduced, adapted, linked to, distributed or used in any way without our prior written consent. However, you may print or download and temporarily store one copy of the materials or content on our websites on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Otherwise you must not copy, display, modify, reproduce, store in a retrieval system, transmit (in any form or by any means), distribute, use for creating derivative works or use in any other way for commercial or public purposes any part of our websites without our prior written consent. Modification of any of the materials or use of the materials for any other purpose will be a breach of our copyright and other intellectual property rights.

5 Use of Information

- 5.1 Information on our websites must not be modified by any user. You may not use any software, programme, algorithm, methodology or other automatic device or tool, including any spider, robot, or otherwise, to monitor, copy, collect or harvest any data, information or content found on our websites, or use any manual process for the same purpose.
- 5.2 Agritrade's websites collect the domain names, not the email addresses of visitors. Our web server may require you to place a "cookie" (small data file) on your computer's hard drive or device, in order to track statistical information about navigation to and throughout certain areas of the site. If you are just surfing and reading information on our website, then we collect and store the following information about your visit:
- the IP address of your machine when connected to the Internet and the domain name from which you are accessing the Internet
 - the operating system and the browser your device uses, and any search engine you are using
 - the date and time you are visiting
 - the URLs of the pages you visit
 - if you provide it, your email address.

We use that information to measure the number of visitors to different parts of the site and, for example, to measure the effectiveness of advertising.

- 5.3 We use email open and click tracking including cookies, a single pixel image for tracking and link redirects for tracking clicks, for us to get a better understanding of which email communications are of most interest to you so we can provide you with a better experience by sending relevant and interesting email communications.

6 Privacy and Disclaimers

- 6.1 **Privacy:** We take your privacy seriously. Where personal information is collected, we comply with the Privacy Act 1993 and our privacy policy. In using our websites you acknowledge that you have read and accept our [Privacy Policy](#).
- 6.2 **Availability:** Our websites, and the content and material on them, are provided on an "as is", "as available" basis. We are not liable for any system unavailability or any corruption of any data or information held by us, or for any loss that is incurred because our websites are unavailable. We reserve the right to modify, disable access to or discontinue, temporarily or permanently, all or part of our websites or any information contained on our websites without liability or notice to you.
- 6.3 **No warranties:** To the fullest extent permitted by law, we exclude and disclaim all warranties, express or implied, in relation to our websites and use of our websites - including (without limitation) warranties as to accuracy, completeness and fitness for any particular purpose.
- 6.4 **Our liability:** You use our websites at your own risk. You agree that we are not responsible in contract, tort, negligence, equity or in any other way for any loss, damage or harm arising out of your use of our websites, or your reliance on any information contained on, or accessed through, our websites, or if your information is inadvertently released by us or accessed by third parties without our consent. If for any reason we cannot rely on the above exclusion of liability, our liability to you will be limited to direct physical loss suffered by you to a maximum of \$50 per claim. In no event will we be liable for any loss of profit, savings, data, goodwill or business opportunity or for any indirect or consequential loss or for general or special damages.

7 Other Legal Terms

- 7.1 **Severability:** If any part of these Terms of Use is held to be invalid, unenforceable or illegal for any reason, then that part shall be severed or amended to the minimum extent necessary for the balance of these Terms of Use to continue in full force and effect.
- 7.2 **Entire agreement:** These Terms of Use contain everything we have agreed in relation to your use of our websites unless specifically stated otherwise. You cannot rely on anything else said or done by us (any of our representatives).
- 7.3 **Variation:** We may amend these Terms of Use from time to time. Amendments will be effective when posted on our websites. You are responsible for ensuring you are familiar with our latest Terms of Use. Your continued use of our websites represents your agreement to be bound by these terms as amended.
- 7.4 **Governing law and Jurisdiction:** New Zealand law governs our websites. These Terms of Use and your use of our websites and our websites are controlled and operated from our offices in New Zealand. You agree to the jurisdiction of New Zealand's Courts. We make no representation that links or materials on our websites are appropriate or available for use in any other location. If you choose to use our websites from a location outside New Zealand then you are solely responsible for compliance with local laws, if and to the extent that such laws are applicable. To the fullest extent permitted by law, we will not be liable for any failure of our websites to comply with the laws of any other country.
- 7.5 **Rights reserved:** We reserve any other rights available to us which are not expressly set out in these Terms of Use.

8 Further Information

- 8.1 Further information about our websites or our products and services can be sought by calling us on 0800 333 855 or email us at agritrade@nzagritrade.co.nz.