

Terms of Use

These terms of use are the terms on which Agricom offers you access to www.agricom.co.nz.

1) TERMS OF USE

- a) Acceptance of terms: By accessing this website you accept these terms. If you do not accept these terms, you may not use www.agricom.co.nz.
- b) Amendment of terms: We may amend these terms from time to time. Amendments will be effective when posted on www.agricom.co.nz. You are responsible for ensuring you are familiar with our latest terms of use. Your continued use of www.agricom.co.nz represents your agreement to be bound by these terms as amended.

- c) Terminology: In these Terms of Use:

'we', 'us' and 'our' refer to PGG Wrightson Seeds Ltd trading as Agricom.

'you' and 'your' refer to you and any other person.

These terms were last updated on 11 May 2011.

2) DISCLAIMERS AND OUR LIABILITY

- a) Agricom will use its reasonable endeavours to ensure the availability of the Website, subject to any downtime required for maintenance. www.agricom.co.nz is provided on an 'as is' and 'as available' basis. We do not promise that www.agricom.co.nz will operate uninterrupted, securely or error free, or give any other specific performance guarantee relating to www.agricom.co.nz or its operation or use. Agricom is not liable for any system unavailability, any corruption of any data or information held by www.agricom.co.nz, or for any loss that is incurred because the Website is unavailable.

- b) External links: www.agricom.co.nz may include ads or links to external sites. 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 this Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. Putting ads on the Website does not constitute Agricom's recommendation or endorsement. Each advertiser is solely responsible for any representation in its ads.

- c) No warranties: No advice or information that is obtained by you from www.agricom.co.nz or anyone else shall create any warranty by Agricom that is not expressly stated in these terms of use. Without limiting section 3(e), all warranties and representations implied by law are excluded to the extent permitted by law.

- d) Force majeure: We are not liable for any failure or other thing that is not reasonably foreseeable or that is outside our reasonable control.

e) Our liability: You use www.agricom.co.nz at your own risk. We will never in any circumstances be liable to you or any other person in contract, tort, negligence, equity or in any other way for any loss or damage of any kind, arising from or in relation to your use of, or inability to use, www.agricom.co.nz.

f) Indemnity: You agree to indemnify us on demand against all claims, costs (including full legal costs), losses, liabilities and demands we incur directly or indirectly as a result of your failure to comply with these terms of use.

4) INTELLECTUAL PROPERTY

a) We (and our licensors or suppliers, as applicable) own all copyright and other intellectual property rights in www.agricom.co.nz. We reserve all our rights.

b) You may not in any form or by any means copy, reproduce, modify, create derivative works from, distribute, or publicly display anything from www.agricom.co.nz without our (and any applicable third party's) prior written consent.

5) PRIVACY

a) You accept our Privacy Policy which forms part of these terms of use.

6) OTHER LEGAL TERMS

a) Joint and several liability: Where you comprise more than one legal person, each person's liability will be joint and several.

b) 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.

c) Entire agreement: These terms of use contain everything we have agreed in relation to your use of www.agricom.co.nz. You cannot rely on anything else said or done by us (any of our representatives).

d) Governing law: New Zealand law governs these terms of use and your use of www.agricom.co.nz. You agree to the jurisdiction of New Zealand's Courts.

Agricom's Privacy Policy

1) We respect your personal information and are committed to protecting your privacy when you use www.agricom.co.nz. This Privacy Policy forms part of the www.agricom.co.nz Terms of Use and tells you what information we collect and what we do with it.

The information we collect

2) We may use information for research on our members' demographics, which may include your URLs, browser and IP address.

3) You can access and alter your personal information if any is supplied to us. We may store your previous personal information to ensure compliance with our Terms of Use.

Who may we share this information with

- 4) We do not sell or rent your personal information to third parties.
- 5) We may release your personal information only when we believe release is appropriate:
- a) for the operation of www.agricom.co.nz; or
 - b) to comply with law, facilitate court proceedings, enforce or apply our Terms of Use, or protect the rights, property or safety of us, our users or any other person.

What else can we do with personally identifiable information

- 6) We may store and use your personal information to help us operate www.agricom.co.nz effectively. This includes using your information:
- a) to help provide any other services that you have requested.
 - b) to offer the most relevant information suitable to you and your interests.
 - c) for any marketing, promotional, publicity, marketing or market research that we might undertake.
 - d) for any other purposes for which you have given permission.

What about cookies?

- 7) A cookie is a small file that resides on your computer and is recognised by our server when you visit our sites. A cookie does not provide us with any personally identifiable information. It does provide details of your IP address, the computer platform that you use (e.g. Mac or Windows), the browser that you use (e.g. Microsoft Explorer or Netscape) and what domain you are accessing our sites from. With this information we can do the following:
- a) Track traffic patterns to our site.
 - b) Ensure that the most relevant content is being shown.

8) If you would rather we did not use cookies with you, you can refuse them by turning them off in your browser and/or deleting them from your hard drive. You will still be able to visit our sites.

Changing this policy

- 9) We operate a continuous improvement policy, and are committed to providing members with the best user experience. We may change this Privacy Policy from time to time and encourage you to review this page periodically.
- 10) If you have any questions about our Privacy Policy or any other matter please contact us.