

OrchardNet Website and Subscription Terms and Conditions

1 Acceptance Of This Agreement

Your access to and use of this website ("the Website") is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice. If you do not accept these Terms and Conditions you must immediately stop using the Website.

2 Use of Data

The subscriber agrees and acknowledges that data entered in this website will be available to AgFirst HB Ltd, and may be used anonymously in reports/analyses made available to other clients. AgFirst HB Ltd agrees that all data contributed by clients will be held confidential and private to that client, except where:

- a Data is used in group analyses (eg, Block Analysis), in which case data shall always be anonymous so the subscriber will not be identified.
- b The subscriber/user assigns a block to a Packhouse or Exporter, which is an agreement that the block's details, production, estimated production, metrics and appraisal data will be shared with the Packhouse/Exporter on a read only basis. Note no financial data will be shared
- c The subscriber/user's company is associated with a registered OrchardNet Consultant other than AgFirst HB Ltd, in which case all the company's data shall be available to that consultant and identifiable.

If an orchard or property changes hands, Agfirst have the right to copy the block structure to the new client, but not the data contained within. If the new owner wishes to capture historical block data this will only be allowed with the original owners written consent.

3 Accuracy of Data

The data contained in this website is entered and maintained by AgFirst Consultants Hawke's Bay Ltd (AgFirst HB) and its clients. AgFirst HB will make reasonable effort to work with clients to ensure their data is entered correctly, but as AgFirst HB does not control the entry of all data, we cannot be held responsible for the accuracy thereof, whether your data or that of other contributing clients.

By using this website you agree to enter your data as accurately as possible.

4 Accuracy of Reports/Analyses and Subsequent Use

Reports and analyses contained in this website are designed by AgFirst HB and based upon the best information available to AgFirst Consultants at the time they were designed, and all due care was exercised in their preparation. Because it is not possible to foresee all possible uses of this information or to predict all future developments and trends and because it is based upon information available to its maker at the point in time the report was drawn up, any subsequent action in reliance on the accuracy of the information contained in it is the sole commercial decision of the user of the information and is taken at his or her own risk. Accordingly, AgFirst Consultants HB Ltd disclaims any liability whatsoever in respect of any losses or damages arising out of the use of this information or in respect of any actions taken in reliance upon the validity of the information contained herein.

5 Changes to Website, Software, and Services

AgFirst HB reserves the right to:

- change or remove (temporarily or permanently) the Website or any part of it and you confirm that AgFirst HB shall not be liable to you for any such change or removal.

- change, remove, or discontinue any software, service, or promotion (including but not limited to any provisions, parts thereof, licensing, pricing) as advertised on this website at any time and you confirm that AgFirst HB shall not be liable for any such change or removal.
- change this Agreement at any time, and your continued use of the Website following any notified changes shall be deemed to be your acceptance of such change.

6 **Copyright**

The Intellectual Property Rights in this website and the materials on or accessible via it belong to AgFirst HB. This website and the materials on or accessible via it and the Intellectual Property Rights therein may not be copied, distributed, published, licensed, used or reproduced in any way (save to the extent strictly necessary for, and for the purposes of, accessing and using this website).

7 **Limitation Of Liability**

The Website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

To the extent permitted by law, AgFirst HB will not be liable for any indirect or consequential loss or damage whatever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.

AgFirst HB makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else which may be harmful or destructive.

8 **Cancellation/Termination of Subscription.**

You may cancel your subscription at any time during the subscription period by notifying in writing.

No refund of subscription fees will be made on cancellation by the subscriber.

AgFirst reserves the right to cancel or terminate any subscriber/user's subscription. No refund of subscription fees will be made.

Upon cancellation, termination or expiry of your subscription, AgFirst HB may immediately lock your account. As such, your ability to login and view data and existing reports will remain active, but you will not be able to add or edit data.

In the event that a client wished to discontinue using OrchardNet, the data will be retained within the database. If the client objects to this default position, AgFirst, on the written authorization of the client, will remove all client data from the website. If the client wants an electronic copy of the data, AgFirst will create an email raw data dump. This data dump will contain all data, but may not be in a user friendly format.

9 **Entire Agreement**

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

10 **Variation**

AgFirst HB reserves the right to add, delete, or modify any provision this Agreement at any time without notice.

11 Contact Details for AgFirst HB Ltd

Physical Address: AgFirst HB Ltd
Carlsson House
201 B Warren Street Nth
Hastings 4122
NEW ZEALAND

Postal address: AgFirst HB Ltd
PO Box 1261
Hastings 4156
NEW ZEALAND

Phone: 64 6 872 7080

Fax: 64 6 870 3629

Contact Staff: Adrian Stone
OrchardNet Developer, OrchardNet User Liaison
Email: adrian.stone@agfirst.co.nz

Ross Wilson
Manager / Consultant
Email: ross.wilson@agfirst.co.nz