

Nassella Tussock Population Dynamics Web App Terms of Use

AgResearch acknowledges the funding of this App by the Ministry for Business, Innovation and Employment through the Strategic Science Investment Fund.

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These Terms of Use (“Terms”) govern your use of the Nassella Tussock Population Dynamics web app (“the web app”). If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to do so, and all references to “you” or “your” will refer to that entity.

In these Terms, references to “we”, “us” or “our” are references to AgResearch Limited.

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- c) not use the web app for any unlawful or prohibited purpose;
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You must obtain our written permission to establish a link to the web app. If you wish to do so, please contact us at NASSIM@AgResearch.co.nz.

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Liability: To the maximum extent permitted by law, we will not be responsible or liable for any direct or indirect liability, loss, damages, costs and expenses (including, without limitation, lost profits, business interruption, lost savings, loss or corruption of data or any indirect, special, consequential or incidental loss of any kind) arising out of or in connection with:

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- The information on or generated by the web app, or on websites or applications linked from the web app;
- Any action or decision by you in relation to the information contained on or generated by the web app;
- Any delay, failure, malfunction or interruption in access to or use of the web app, or websites or applications linked from the web app

whether based in contract, tort (including negligence), equity, breach of statutory duty or otherwise. Without limiting the above, we will have no liability with respect to the data, information and content made available through the web app, including but not limited to errors or omissions.

You agree to fully indemnify us and our subsidiaries, officers, agents and employees in respect of any loss or damage (including reasonable legal expenses) arising out of or in connection with your use of the web app and any breach of or failure by you to comply with these Terms.

To the extent our liability cannot be excluded but can be limited, our liability is limited to NZ\$100.

Privacy: We do not directly collect or store any personal information from you when you use the web app. We do not require you to register an account or log in with personal information when you use the web app.

The web app provides an AgResearch email address to which you may choose to send feedback or queries about the web app. If you choose to communicate with us in this way, we will receive your email address and any other personal information submitted by you in the email communication. We do not sell, publish or give away any personal information that you provide to us.

Where we receive personal information from you in this way, we will only use such personal information for the purpose for which you have provided it. Only authorised AgResearch employees will have access to this information. We will not store personal information beyond what is required to allow us to respond to you; for example, we will not create a database with email addresses of users we receive communications from. Email correspondence from users will be deleted after 30 days but will remain searchable in our system in line with legislative compliance requirements.

You will have the right to request access to and correction of your information at any time while it is held by us.

The web app is non-profit, meaning there are no signing fees or advertisements.

Suspension and Termination: Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the web app. On suspension or termination you must immediately cease using or accessing the web app and must not attempt to gain further access.

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Contact: User questions or feedback with respect to the web app can be directed to:
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