

## **TERMS AND CONDITIONS OF USE**

### **WHO ARE WE?**

The Rural Services Division of the Royal Agricultural and Horticultural Society of South Australia ("**RAHS**") in conjunction with registered Breed Societies has developed and operates a data management system known as the Australian Rural Connect ("**ARC**").

The ARC provides registered Breed Societies and individuals with access to an online transactional website service for recording renewal of membership, animal registrations and sale and transfers of livestock and/or animal semen and embryos ("**Permitted Use**").

The RAHS itself is not a breeder and does not warrant the accuracy of the information registered by the Breed Societies. RAHS is an intermediary which is providing the ARC to facilitate the transaction and does not have any liability with respect of the transaction.

The information provided on this website is general information only and is subject to change without notice. A person should assess the suitability of the information on this website in light of their needs and circumstances and seek any independent advice necessary.

RAHS will use reasonable endeavours to ensure that the information on this website is correct and accurate. RAHS makes **no representations or warranties** in relation to this website, including without limitation as to the accuracy or completeness of the information on this website and RAHS make no representation about the suitability of this information for any purpose.

Any use of this website is subject to, and in accordance with, these terms and conditions and the acknowledgement that RAHS is released, to the maximum extent permitted at law, from any claim arising from any transaction on the ARC.

### **INTERPRETATION**

For the purpose of the website and the material appearing on the website, it is acknowledged that unless the context otherwise provides:

- "us", "we" or "our" means Rural Services Division of the Royal Agricultural and Horticultural Society of South Australia;
- "you" or "your" means a member or any person who accesses the ARC;
- singular includes plural and vice versa;
- words of one gender include both other genders;
- reference to a party includes that party's personal representatives, successors and permitted assigns;
- a provision must not be construed against a party only because that party put that provision forward; and
- a provision must be read down to the extent necessary to be valid; if it cannot be read down to that extent, it must be severed.

### **APPLICATION OF THESE TERMS**

These Terms apply to each and any user of the ARC, the purchase of any products or services and any postings, emails, messages and other communications made to or using the ARC between a person and a Breed Society.

## **PAYMENT OF COSTS**

A person transacting through the ARC will pay the relevant costs associated with the transaction as notified by the Breed Society or RAHS from time to time into the nominated account of RAHS.

## **PERMITTED USE**

Parties are only authorised to use the ARC for the Permitted Use and must not use the ARC or post content to the ARC that:

- is for any purpose other than the Permitted Use;
- hacks, or attempts to hack, distributes, modifies, transmits, re-uses, or re-posts the same for any reason;
- infringes upon the intellectual property rights of, or breaches any duty of confidence to, any third party;
- is technically harmful such as computer viruses, trojans, worms, logic bombs or other malicious software or harmful data;
- reveals the identity or any personal details of any other user without that users permission;
- expresses or implies that any statements you make are made or endorsed by RAHS;
- is patently offensive to the online community, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- is likely to incite sexual, religious or racial hatred, violence, discrimination or vilification;
- harasses or advocates harassment of another person;
- involves the transmission of "junk mail", "chain letters", or unsolicited mass mailing or "spamming" including any act or omission which is in contravention of any provision of the *Spam Act 2003*;
- promotes information that you know is false, misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- provides material that exploits people in a sexual or violent manner, or solicits personal information from anyone;
- provides instructional information about illegal activities, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personally identifying information for commercial or unlawful purposes from other users; or
- engages in or promotes commercial activities and/or sales where the seller is not a registered Breed Society.

Illegal and/or unauthorised use of the ARC, including collecting personal information of members by electronic or other means for the purpose of sending unsolicited email and unauthorised framing of

or linking to the ARC is not permitted. Such actions will be investigated and appropriate legal action taken.

You must use the ARC in a manner consistent with any and all applicable laws and regulations.

You must not attempt to gain unauthorised access to the ARC, the server on which the ARC is stored or any server, computer or database connected to the ARC. You must not attack the ARC via a denial-of-service attack or a distributed denial-of-service attack. Any such attempt will be reported to the relevant law enforcement authorities and RAHS will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the ARC will cease immediately.

RAHS will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material from your use of the ARC or to your downloading of any material posted on it, or on any website linked to it.

### **RAHS RESPONSIBILITIES**

RAHS will do our best to maintain the operation of the ARC, however, we may need to temporarily suspend the ARC for operational reasons (e.g. for repairs, planned maintenance or upgrades). RAHS will use all reasonable endeavours to restore the ARC as soon as possible after any period of suspension.

RAHS reserves the right to make changes to the ARC from time to time.

A person's use of the ARC is entirely at their own risk.

### **DISCLAIMERS**

The ARC is provided on an "as-is" basis. RAHS cannot guarantee and do not promise any specific results from use of the ARC and make no warranties, guarantees or representations as to the quality or fitness of the ARC (or any user of the ARC) for a particular purpose.

To the extent permissible by law, all other conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity are hereby excluded other than any guarantee required by the Australian Consumer Law, which may not be excluded or modified.

RAHS do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed on the ARC. You acknowledge that any reliance upon such advice, opinion, statement or information is at your own risk. RAHS are not responsible for the conduct, whether online or offline of the users of the ARC.

Third party web sites with links from the ARC have not been verified or reviewed by us and use and access of such third party websites is made at your own risk.

### **LIMITATION ON LIABILITY**

To the maximum extent permitted by law, RAHS and its directors, employees, licensees and contractors, exclude liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect, punitive or consequential loss whether or not such arises out from the use of this website or utilisation of any material accessed from it or any problem you notify to us.

RAHS shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- any incorrect or inaccurate information on the ARC and all interruptions to or delays in updating the ARC;
- the infringement by any person of any intellectual property of any third party caused by their use of the ARC;
- any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing, using or downloading the ARC, or from transmissions via emails or attachments received from us or users of the ARC; and
- all representations, warranties, conditions and other terms which but for this notice would have effect whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

These terms above shall not limit any rights you might have as a consumer that may not be excluded under applicable law nor shall it exclude or limit RAHS liability for death or personal injury resulting from RAHS's negligence nor any fraudulent representation.

#### **INDEMNITY**

You agree to indemnify us and keep us indemnified against any costs, losses or expenses incurred or suffered by us as a result of any breach or non-observation by you of any of your obligations or warranties under these Terms.

#### **RELEASE**

In the event that you have any claim or action against any other member of the ARC arising from, or in any way connected with, that Breed Society's use of the ARC, you agree to pursue such claim or action independently of and without any demands from us, and you release us from all claims, actions, suits, causes of action, arbitrations, debts, dues, costs, counterclaims, decisions, verdicts and judgments for any and all liability and/or damages, arising at any time in the future and whether referable to events or circumstances which have already occurred or which may occur in the future, arising out of or in any way connected with the use of the ARC.

In the event that a claim or action is brought against RAHS from your activities or use of the ARC, including any breach by you of these Terms or any charges or complaints made by other parties against you, you agree to pay, indemnify us and not to seek any amount by way of set-off, contribution or for proportionate liability, hold harmless and defend us in the claim or action. You also agree to cooperate as fully as reasonably required in the defence of any claim and allow us to assume the exclusive defence and control of the matter at our discretion.

#### **INFORMATION AND PRIVACY POLICY**

RAHS process information about you in accordance with the Privacy Policy and Collection Notice available at <http://www.adelaideshowground.com.au/contact-us.jsp>.

In addition to the Privacy Policy and Collection Notice, when you register as a member of a society, you acknowledge and consent to your details including your name, address and other ARC related details being provided and used by other members of the same society for the purposes of that society or as otherwise permitted under the *Privacy Act 1988*.

As a user you agree to only use available information for the purposes permitted in the *Privacy Act 1988* and will not provide such information to any third parties.

By using the ARC, you consent to such processing and warrant that all data provided by you is correct and you will only use the information in accordance with the *Privacy Act 1988*.

## **LEGAL DISCLOSURE**

RAHS will not disclose your personal information other than as is permitted or required by law. For example, RAHS may be compelled to release information by a court of law or other person or entity with jurisdiction to compel production of such information. If RAHS has reasonable grounds to believe information could be useful in the investigation of improper or unlawful activity, RAHS may disclose information to law enforcement agencies or other appropriate investigative bodies.

## **MODIFICATIONS TO THESE TERMS**

RAHS may alter or amend these Terms upon giving reasonable notice in advance of such amendment taking effect. If upon receiving any notice, you do not wish to continue to access the ARC, you may terminate your membership upon giving us notice, such notice to take effect upon the earlier of our receipt of your notice or the date upon which the amended Terms would otherwise have taken effect. You will be deemed to have accepted any alteration and/or amendment if you continue to access the ARC after the relevant period of notice has expired.

## **GENERAL**

These Terms are governed and construed in accordance with the law in force in the State of South Australia and the parties agree to submit to the exclusive jurisdiction of the courts of that State. You agree that any litigation, action or proceeding related to these Terms must be instituted in a State court in the State of South Australia or the South Australian registry of the Federal Court of Australia, and you waive any objection that you may have with respect to jurisdiction, venue or forum.

In the event that any of these Terms are declared or found to be unenforceable by any court or tribunal of competent jurisdiction, such provision shall be severable and all the remaining provisions of these Terms shall remain in full force and effect.

Any delay in the exercise of any right, power or privilege available to it under these Terms does not operate as a waiver of that right, power or privilege or preclude any other or further exercise that right, power or privilege or the exercise by that party of any other right, power or privilege under these Terms.