



Toitū farm emanage

Terms and Conditions of Use

These terms and conditions apply to the use of the Toitū farm emanage software. In using this Website, You agree to be bound by these terms and conditions. If You do not accept these terms and conditions, You must refrain from using the Website.

TERMINOLOGY

In these terms and conditions, the expressions "We", "Us" and "Our" are a reference to Enviro-Mark Solutions Limited (trading as Toitū Envirocare).

"Website" refers to Toitū farm emanage, including its website and database.

"You" and "Your" refers to any user of Toitū farm emanage, including Your agents, employees and business partners and includes any corporate structure accessing information from Toitū farm emanage.

"Toitū farm emanage" refers to the software, its algorithms and user interface which allow users to generate and manipulate carbon data and information.

OVERSEERFM

Toitū farm emanage uses OverseerFM[®] data to establish Your farm carbon footprint. By accepting these terms and conditions, you are confirming you have permission to access OverseerFM data for any farms you download onto Our Website.

By publishing Your farm data to Our Website You have given Us permission to use this data under the terms and conditions outlined in this document.

The OverseerFM[®] terms of use are not superseded or amended in any way by these terms and conditions. The OverseerFM[®] terms of use can be found [here](#)¹.

SEQUESTRATION DATA

Toitū farm emanage uses OverseerFM[®] to generate forest sequestration data. You acknowledge that the carbon sequestration information has no statutory or regulatory effect and is of a guidance nature only. The information may not be relied on as a substitute for the wording of any legislation. The information may not be relied on as providing any indication as to eligibility for carbon credits under the Emissions Trading Scheme. Toitū Envirocare does not accept any responsibility or liability for error of fact, omission, interpretation or opinion that may be present, nor for the consequences of any decisions based on this information.

AMENDMENTS TO THESE TERMS AND CONDITIONS

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this Website and/or to the email address associated with Your account. Your continued use of the Website following such notification will represent an agreement by You to be bound by these terms and conditions and any amendments to them.

¹ <https://docs.overseer.org.nz/fm/OverseerTermsOfUse.pdf>



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INFORMATION SERVICE

Data is entered by You into Toitū farm emanage. We have no direct control over the accuracy of the information You have added.

You accept that any information on Toitū farm emanage that We provide to You is general information and is not in the nature of advice. We derive Our information from sources, which We believe to be accurate and up to date as at the date of posting. The information may be updated from time to time.

We do not make any representations or warranties that the information We provide is reliable, accurate or complete or that Your access to that information will be uninterrupted, timely or secure. We are not liable for any loss resulting from any action taken or reliance made by You on any information or material received from Us. You should make Your own inquiries and seek independent advice from relevant industry and regional authority professionals before acting or relying on any information or material, which is made available to You.

DISCLAIMER

We do not accept responsibility for any loss or damage, however caused (including through negligence), which You may directly or indirectly suffer in connection with Your use of this Website or any linked website, nor do We accept any responsibility for any such loss arising out of Your use of or reliance on information contained in or accessed through this Website.

To the maximum extent permitted by law, any condition or warranty that would otherwise be implied into these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits Us from excluding or modifying the application of, or Our liability under, any such condition or warranty, that condition or warranty will be deemed included but Our liability will be limited for a breach of that condition or warranty to:

- (i) the supplying of the services again or
- (ii) the payment of the cost of having the services supplied again.

We shall in no circumstances be liable for any economic, indirect, special or consequential losses or damages.

EXCEPTION TO DISCLAIMER

The disclaimer set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

Should any of the conditions in these terms and conditions or any part of them be held by a Court to be ineffective by virtue of non-registration, illegality or otherwise such conditions or parts of them shall be severed from the rest without affecting the validity or enforceability of all other conditions or parts of them.

SPECIFIC WARNINGS

You must ensure that Your access to this Website is not illegal or prohibited by laws that apply to You.

You must take Your own precautions to ensure that the process which You employ for accessing this Website does not expose You to the risk of viruses, malicious computer code or other forms of interference, which may damage Your own computer system. For the removal of doubt, We do not accept responsibility for any



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interference or damage to Your own computer system, which arises in connection with Your use of this Website or any linked website.

Whilst We have no reason to believe that any information contained on this Website is inaccurate, We do not warrant the accuracy, adequacy or completeness of such information, nor do We undertake to keep this Website updated. We do not accept responsibility for loss suffered as a result of reliance by You upon the accuracy or currency of information contained on this Website.

Responsibility for the content of advertisements (if any) appearing on this Website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements (if any) does not constitute a recommendation or endorsement by Us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

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Adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this Website; or

Commercialise any information, products or services obtained from any part of this Website without Our written permission.

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TRADEMARKS

Except where otherwise specified, any word or device to which is attached the ^{CERT™} or ® symbol is a registered trademark.

If You use any of Our trade marks in reference to Our activities, products or services, You must include a statement attributing that trade mark to Us. You must not use any of Our trade marks:

- in or as the whole or part of Your own trade marks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages Us or Our information, products or services (including this Website).

RESTRICTED USE/PASSWORD USE

Unless We agree otherwise in writing, You are provided with password access to this Website only for Your personal use. You are not authorised to give Your password to any other party. You are authorised to print a copy of any information contained on this Website for Your own use, unless such printing is expressly prohibited. Without limiting the foregoing, You may not without Our written permission on-sell information obtained from this Website.



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LINKED WEBSITES

This Website may contain links to other websites ("linked websites"). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked websites.

Our links with linked websites should not be construed as an endorsement, approval or recommendation by Us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

SECURITY OF INFORMATION

Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst We use reasonable endeavours to protect such information, We do not warrant and cannot ensure the security of any information that You transmit to Us. Accordingly, any information that You transmit to Us is transmitted at Your own risk. Nevertheless, once We receive Your transmission, We will take reasonable steps to preserve the security of such information. You should never share Your secure information and/or password and identifier with any other person.

PRIVACY POLICY

This Privacy Policy sets out generally how We may gather, use, disclose and manage personal information.

Like many other organisations, We must comply with privacy legislation when dealing with personal information. We respect Your privacy and comply with the Privacy Act 1993. You are entitled to access the personal information We hold about You, and request that We amend it if it is incorrect.

Personal information means information or opinions about an individual whose identity is apparent or can reasonably be ascertained from the information.

Collection

During the course of dealing with You, We may generally collect basic personal information about You, such as Your name, address and contact details. We may also request other specific information from You relating to the goods or services that You wish to obtain.

Use and Disclosure

We will hold and use any personal information collected for the purposes set out in this Privacy Policy, for any purpose disclosed at the time of collection or for related purposes. Generally We will only use or disclose Your personal information as follows:

- a. To third parties where We have retained those third parties to assist Us to provide the products or services You have requested;
- b. For direct marketing of products or services; or
- c. Where otherwise legally permitted.

By providing Us with Your email address You consent to receiving emails from Us advising of updates, and products and services available. You may unsubscribe from Our email database at any time.



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PERMITTED USES

You agree that the data (including personal information about You) We collect through Your use of the Website may be used by Us for the following purposes:

- Identifying characteristics of Your farm carbon footprint to determine whether We hold additional information or tools that might benefit You and to notify You of that information or those tools; and
- Using the data in an anonymised form to provide appropriate benchmarks and other metrics to users; and
- Sharing and using the anonymised data for Our own internal purposes, for statistical, analytical, and research purposes or projects and, for Toitū Envirocare's internal and external development activities and services. We may also disclose the anonymised data to Our contractors for their use in connection with any of the foregoing.

TERMINATION OF ACCESS

Access to this Website may be suspended or terminated at any time by Us without notice. Our disclaimer and these terms and conditions will nevertheless survive any such termination.

GOVERNING LAW

The governing law shall be the laws in force in New Zealand. The parties submit to the jurisdiction of the New Zealand Courts.

These terms and conditions apply to the use of this Website. In registering to use this Website You will be deemed to have agreed to be bound by these terms and conditions.