

## **General Terms and Conditions of Use**

The following Terms form a legally binding agreement between You and Us in relation to Your access to, and use of, P2PAgri. By clicking "Agree", registering to use P2PAgri, or by otherwise accessing or using the Application or the Services (which includes this version and any other update, feature or future version of P2PAgri that We may provide), You acknowledge that You have read and understood, and agree to be bound by, these Terms. You are deemed to have agreed to these Terms on behalf of any entity for whom You use the Services.

Definitions for certain capitalised terms are set out at the end of these Terms.

### **1. Privacy Policy and personal information**

Our Privacy Policy is set out on the Site and shall apply to You and Your use of Our Services at all times.

When You use P2PAgri You may be required to provide Us with Your personal information and certain other information relating to Your business. You represent and warrant to Us that You will not provide any false personal information. We will use, store and handle this personal information in accordance with the requirements of the *Privacy Act 1988* (Cth) that apply to Us and Our Privacy Policy, which may be accessed at [www.p2pagri.com.au/privacy/](http://www.p2pagri.com.au/privacy/).

If You would like to know more about how We use, store or handle Your personal information, please contact Us.

### **2. User Registration**

The availability and accessibility of certain features of P2PAgri may be subject to and conditional upon You registering with Us as a certain type of user and upon the payment of certain fees by You.

To register with P2PAgri, You must complete the registration process set out on the Site and/or the Application. Your registration as certain user types (including registration as an Advisor) may be subject to and conditional upon You satisfying Us that You have undertaken certain training and qualification requirements, as set out on the Site and/or the Application.

By registering with P2PAgri, You represent and warrant that all information You provide to Us is accurate and up to date and does not infringe any other person's rights. You are responsible for and must update Your registration details if any of them change.

You agree that We may communicate with and provide notices to You by providing a banner notification on the Site or the Application or by contacting You using any contact details that You have provided Us.

Registration is non-transferrable. You are responsible for all of the activities that occur under Your registration and You are responsible to maintain the security and confidentiality of Your password and user name. You should carefully choose Your password and user name and protect them from unauthorised use. We may prompt you to update your password from time to time. Please let Us know immediately of any unauthorised use of Your registration or any other breach of security. We are not liable for any damage or loss if someone else uses your password or account.

### **3. Use of P2PAgri**

Subject to these Terms, We grant You a limited, revocable, royalty-free, non-assignable and non-exclusive licence solely to enable You to use the Application, the Site and the Services in accordance with Your registration type (if any) as set out on the Site and the Application, and otherwise as intended by Us.

### **4. Payment terms**

Access to, and use of, P2PAgri or any part or feature of the Services may be subject to payment by You of certain User Fees in accordance with the Fee Schedule or as otherwise specified on the Site. You acknowledge that the continued availability of P2PAgri or any part or feature of P2PAgri may be conditional upon the continued payment of such User Fees by You.

You acknowledge and agree We may change the User Fees at any time. We will endeavour to notify You via the Application and/or the Site of any changes to the User Fees before they come into effect, however this may not always be possible.

We will invoice You for any applicable User Fees in accordance with the details set out in the Fee Schedule. You must pay all amounts specified in an invoice before the due date specified in that invoice.

If You make any payments for User Fees with a credit or charge card or an online payment account, You warrant that You are the cardholder or account holder and that the billing information provided is accurate, and You authorise Us to charge the designated credit or charge card or online payment account for the total amount of the payment, plus any applicable GST. All payments and purchases made in connection with P2PAgri are in Australian dollars and are non-refundable.

Where applicable, You agree to pay all GST and other similar taxes imposed in connection with the supply of P2PAgri to You.

You are responsible for all Access Facilities including networks, systems, internet services, telecommunications and any other facilities used or required by You or on Your behalf (including any associated fees and charges) for Your connection to, or use of, P2PAgri and the Services.

### **5. Authorised Persons**

If You authorise any Authorised Persons, You acknowledge that We may allow such Authorised Persons to access Your User Data as required in connection with the Services. We are not responsible for any disclosure, modification or deletion of Your User Data resulting from any such access by Authorised Persons.

You acknowledge and agree that, subject to any applicable written agreement between the Principal User and the Authorised Person, or any other Applicable Laws:

- a) the Authorised Person will act in good faith in using or accessing the Services with respect to the Principal User, including without limitation with respect to any of the Principal User's User Data;
- b) the Principal User may determine who is an Authorised Person with respect to the Principal User and what level of access that Authorised Person has to use the Services with respect to the Principal User;
- c) the Principal User is responsible for all Authorised Persons' use of the Services with respect to the Principal User, and agrees to procure that such Authorised Persons have read, and will comply with, these Terms;
- d) the Principal User controls each of their Authorised Persons' level of access to the Services with respect to the Principal User at all times and can revoke or change an Authorised Persons' access, or level of access, at any time and for any reason, in which case that person or entity will cease to be an Authorised Person or shall have that different level of access, as the case may be; and

- e) if there is any dispute between a Principal User and an Authorised Person regarding access to any Services, the Principal User shall decide what access or level of access to the relevant User Data or Services that Authorised Person shall have, if any.

We are not obliged to get involved in, and We have no responsibility or liability with respect to, any dispute between a Principal User and an Authorised Person.

## **6. Authorised registrations**

You warrant and represent that where You have registered to use the Services on behalf of another person (for example, an Advisor registering on behalf of a client), You have the authority to agree to these Terms on behalf of that person and agree that by registering to use the Services You bind the person on whose behalf You act to the performance of any and all obligations that You become subject to by virtue of these Terms, without limiting Your own personal obligations under these Terms.

You acknowledge that we have no responsibility to any person other than You and nothing in these Terms confers, or purports to confer, a benefit on any person other than You. If You use the Services or access the Application on behalf of or for the benefit of anyone other than Yourself (whether a body corporate or otherwise) You agree that:

- a) You are responsible for ensuring that You have the right to do so;
- b) You are responsible for authorising any person who is given access to information or User Data, and You agree that We have no obligation to provide any person access to such information or User Data without Your authorisation and may refer any requests for information to You using any contact details You have provided to Us; and
- c) You will indemnify Us against any claims or loss relating to:
  - i. Our refusal to provide any person access to Your information or User Data in accordance with these Terms; and
  - ii. Our making available information or User Data to any person with Your authorisation.

## **7. Outcomes and use**

We have spent a significant amount of time developing and refining P2PAgri and we are confident You will enjoy using P2PAgri and find it useful. However, we cannot promise or guarantee any specific outcomes from its use, or that using P2PAgri is appropriate for Your particular circumstances. To the maximum extent permitted by law, We do not make any representations about the User experience, quality, or the outcomes of any use of P2PAgri.

You also agree that there are limitations to P2PAgri's ability to assist in Your business. You agree that P2PAgri does not detect faulty or aberrant input data, does not take into account all of the matters that should be considered in decision making regarding matters of relevance to Your business and must not be used as a substitute for Your independent and appropriately qualified decisions regarding matters of relevance to Your business.

You acknowledge that the use of P2PAgri may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls You are permitted to make against Our application programming interface. We will use reasonable steps to advise You of such limitations, if any.

You acknowledge that P2PAgri is being provided on an "as is" and "as available" basis, with no express or implied warranties or guarantees to the extent permitted by law.

## **8. Access Facilities and facilities of third parties**

You warrant and shall ensure that all Your Access Facilities meet the security standards required by Us from time to time and are and will remain free from any circumstances (including viruses) which may adversely affect Us or P2PAgri and are otherwise reasonably appropriate for use in conjunction with P2PAgri.

Third party facilities, including software programs, may be necessary or appropriate for access to or use with P2PAgri. You agree that Your right to make any use of such facilities is governed by the terms of the relevant third party licence/services agreement and not by these Terms.

## **9. Communications**

As a condition of these Terms, if You use any communication tools available through P2PAgri (such as any forum, chat room or message centre), You agree only to use such communication tools for lawful and legitimate purposes. You must not use any such communication tool for posting or disseminating any material unrelated to the use of P2PAgri, including (but not limited to): offers of goods or services for sale, unsolicited commercial e-mail, files that may damage any other person's computing devices or software, content that may be offensive to any other users of P2PAgri, or material in violation of any law (including material that is protected by copyright or trade secrets which You do not have the right to use).

When You make any communication on P2PAgri, You represent that You are permitted to make such communication. We are under no obligation to ensure that the communications on P2PAgri are legitimate or that they are related only to the use of P2PAgri. As with any other web-based forum, You must exercise caution when using the communication tools available on P2PAgri. However, We do reserve the right to remove any communication at any time in Our sole discretion without any need to provide reasons.

## **10. Advertisement information and cookies**

Ads, which may be delivered by Our advertising partners, displayed on P2PAgri may set cookies. These cookies, which are industry standard and used by most websites, allow the ad server to recognise Your computer each time they send You an online advertisement to compile non-personal identification information about You or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. If You do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows You to deny or accept the cookie feature. But You should be aware that denying the cookie feature may prevent You from taking full advantage of P2PAgri.

## **11. External sites**

In P2PAgri You may come across links or references to external merchants or suppliers. We do not make any promises or guarantees about what such external merchants or suppliers may supply to You. Any transaction You have with these merchants is between You and these merchants, and We do not get involved. By accessing external website links to these merchants and other sites through Us, We do not promise that they are appropriate, that they work or that they are free from Harmful Code.

## **12. Changes to P2PAgri and its availability**

We may change or improve P2PAgri at any time. For example, We may develop and distribute updates, enhancements or new features.

We also reserve the right, at any time, to disable, close or render any part of P2PAgri inaccessible or modify its availability for so long as We desire for any reason whatsoever, and without the need to provide any reasons.

We will always try to give you notice of any changes to P2PAgri or its availability before such changes take effect, although this may not always be possible. To the maximum extent permitted by law, We do not accept liability for any damage or loss which You may suffer or incur as a result of such actions.

### **13. Our Intellectual property rights**

All Intellectual Property in and to P2PAgri, the Site, the Application and the Services, including any updates, enhancements and new features, are owned by Us or Our licensors (as applicable). We and Our licensors (as applicable) own all trade marks, branding and logos contained in, or relating to, P2PAgri and You cannot use them for any purpose without Our express written consent. You must not copy, modify, distribute, sell or lease any part of Our Intellectual Property.

### **14. User Data**

All Intellectual Property in and title to Your User Data remains Your property, and nothing in these Terms assigns or affects ownership of any Intellectual Property rights in such User Data. However, Your access to any User Data is contingent upon full payment of any applicable User Fee when due.

You are solely responsible for all User Data provided by You or with Your authority and we do not endorse any such User Data. We are not obliged to get involved in, and We have no responsibility or liability with respect to, any dispute between You and any other person regarding the ownership of any User Data.

You must maintain copies of all User Data. We will adhere to best practice policies and procedures to prevent data loss, however We do not make any guarantee that there will be no loss of User Data and We expressly exclude liability for any loss of User Data no matter how caused.

If You enable third-party applications for use in conjunction with P2PAgri, You acknowledge that We may allow the providers of those third-party applications to access User Data as required for the interoperation of such third-party applications with P2PAgri. We are not responsible for any disclosure, modification or deletion of User Data resulting from any such access by third-party application providers.

You represent, warrant and undertake to Us that any and all User Data provided by You or with your authority:

- a) does not contravene any Applicable Laws or violate or infringe any copyrights, trademarks or any other intellectual property rights or rights of third parties, including the rights of publicity or privacy;
- b) does not contain third party copyrighted material, trade marks or material subject to third party proprietary rights (unless You have prior permission from the owner or You are legally permitted to provide such User Data);
- c) is free of Harmful Code; and
- d) otherwise complies with these Terms.

You will be solely liable for any damage resulting from any infringement of copyrights, trademarks, proprietary rights or any other harm resulting from a breach of the above representations, warranties and undertakings. We may remove from P2PAgri or refuse to display anything that we think is inappropriate or breaches these Terms.

We may (but We are not bound to) make User Data and any other information (in any form) relevant to Your relationship with Us under these Terms available to any person who provides reasonable evidence to Us of their right to such User Data, including a law enforcement officer, a person representing any professional or industry standards organisation and representatives of any person to whom the User Data pertains.

You agree and acknowledge that We have no obligation to retain any information relating to User Data and that all such information may be irretrievably deleted by Us after one month from the date of any suspension, termination or expiry of these Terms.

You grant Us a licence to use, copy, transmit, store, and back-up User Data for the purposes of enabling You to access and use P2PAgri and for any other purpose related to Our provision of Services.

You further agree that we may use Your User Data in accordance with this clause. You unconditionally and irrevocably grant to Us, a worldwide, royalty-free, perpetual, transferable, non-exclusive licence (with the right to sub-licence) :

- a) to take reasonable steps to anonymise, de-identify and aggregate such User Data (**Aggregate Data**); and
- b) to use, reproduce, copy, adapt, store, distribute, print, display, perform, broadcast, publish, communicate, aggregate, create derivative works, disclose to any person, commercialise and otherwise exploit such Aggregate Data for any purpose, including without limitation:
  - i. creating new products and services;
  - ii. using the Aggregate Data to enhance Our internal operations, products or services; or
  - iii. licensing the Aggregate Data to third parties for reward.

Our licence to use Aggregate Data survives termination.

#### **15. Confidential Information**

A party to these Terms shall not disclose the Confidential Information of another party except where required or permitted under these Terms or with the prior written approval of that other party except where such disclosure:

- a) is required by law;
- b) is to related companies, advisers, contractors, auditors or insurers; or
- c) is of information that is public knowledge other than through the party's wrongful act or omission.

This clause shall survive the termination of these Terms.

#### **16. Prohibited uses**

You agree that You will only use P2PAgri for lawful purposes and in accordance with these Terms. If You send or post any information on or using P2PAgri, You are responsible for anything that You send or post.

You represent and warrant that, in accessing or using P2PAgri, you will not:

- a) remove or modify any Application markings or any notice of Our rights;
- b) infringe the rights of any other person, including without limitation Intellectual Property rights;
- c) defame another person;
- d) disclose a person's confidential information, including without limitation the confidential information of any person on whose behalf You are accessing or using the Services;
- e) provide false information, misleading or inaccurate information;
- f) impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity;
- g) post User Data that is inaccurate, incomplete or incorrect or may otherwise mislead or deceive other persons;
- h) contravene Your privacy obligations or any other person's privacy obligations;

- i) use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from P2PAgri for any use, including without limitation use on third-party websites;
- j) attempt to probe, scan, or test the vulnerability of P2PAgri or any associated system or network, or breach security or authentication measures without proper authorisation;
- k) post any User Data that is illegal or may constitute or encourage any contravention of any Applicable Laws by any person;
- l) threaten, offend or abuse or is intended or likely to threaten, offend or abuse another person; or
- m) do anything which is otherwise, in our view, inappropriate or harmful to P2PAgri.

## **17. Security and integrity**

You must not violate the security of P2PAgri in any way. We may suspend or cancel Your registration or Your access to P2PAgri if We suspect any security violation. We may also inform any law enforcement body of any suspected unauthorised or criminal activity. Examples of security violations include:

- a) attempting to gain unauthorised access to any part of P2PAgri, servers or system infrastructure You were not intended to have access to;
- b) using P2PAgri in a way that was not intended by Us;
- c) attempting to reverse engineer P2PAgri or any system or offering provided through Us;
- d) interfering with or disrupting (or attempting to interfere or disrupt) any servers or networks connected to P2PAgri;
- e) sending or storing any Harmful Code (including, for example, any computer virus, trojan, worm or other code that is harmful or disabling or which assists in or enables unauthorised access to or corruption of data) on or through P2PAgri; or
- f) using any feature of P2PAgri or any other means to send unsolicited commercial correspondence to other Users.

## **18. Changes to and breaches of these Terms**

We may change these Terms at any time (**Variation**). Before any Variation, We will use reasonable endeavours to give You notice of such Variation (which notice may be through the Site and/or the Application) before the change comes into effect, although this may not always be possible. Where this is not possible, we will endeavour to notify You of any such Variation as soon as reasonably practicable.

If You incur detriment as the result of a Variation and You do not agree to the Variation, You may terminate these Terms by giving us notice in writing to [Admin@P2PAgri.com.au](mailto:Admin@P2PAgri.com.au) within 14 days of receiving notice of the Variation. If You continue using P2PAgri after a Variation takes effect, You are deemed to have agreed to the Variation.

We may investigate any suspected non-compliance with, or breach of, any provision contained in these Terms for any reason. We reserve the right to suspend or terminate Your right to access and/or use any or all of P2PAgri if we reasonably believe that You are in breach of a provision of these Terms.

## **19. Consumer guarantees**

You warrant and represent that You are acquiring the right to access and use P2PAgri for the purposes of a business and that, to the maximum extent permitted by law, any statutory consumer guarantees or legislation intended to protect non-business consumers in any jurisdiction does not apply to the supply of P2PAgri.

## **20. Disclaimer**

You acknowledge that We are not Your accountant and the use of P2PAgri does not constitute the receipt of accounting or professional advice. By accessing and using P2PAgri, You assume all risks associated with such access and use.

Please note that there are many factors beyond Our control that may affect the performance or compatibility of P2PAgri with certain software or hardware. We cannot promise that your use of P2PAgri will be uninterrupted or error or defect free, or that errors or defects will be corrected. We also cannot promise that the use of P2PAgri will achieve any particular purpose. While We use reasonable measures to ensure the accuracy and currency of data and information on P2PAgri, we are not responsible for the data and information supplied to or by third parties. We make no guarantee that the data and information on P2PAgri is accurate or current.

To the maximum extent permitted by law, We (and our directors, employees and agents) do not accept any liability for, and You agree to release Us from any claim in relation to any damage or loss, howsoever caused, suffered or incurred by You arising from Your use of P2PAgri (including without limitation any consequential losses or damages) and any liability We owe is limited, to the maximum extent permitted under law, to the User Fees paid by You in the previous 12 months, or (if we choose) Us providing the relevant Service again.

If You are not satisfied with P2PAgri, to the extent permitted by law Your sole and exclusive remedy is to terminate these Terms in accordance with clause 22.

## **21. Indemnity**

You agree to indemnify, defend and hold Us (and our directors, employees and agents) harmless from and against all claims, liabilities, losses or expenses (including reasonable legal fees on a full indemnity basis) that arise from:

- a) any breach of these Terms by You or a person authorised by You (such as an Authorised Person);
- b) any breach of any rights of a third party by You or a person authorised by You (such as an Authorised Person);
- c) any breach of any Applicable Law by You or a person authorised by You (such as an Authorised Person);
- d) any transaction or other dealing between You or a person authorised by You and another person that arises from or through P2PAgri; and
- e) any dispute between You and any other person with respect to the ownership of any User Data provided by You or with Your authority.

## **22. Termination**

These Terms will continue for the period covered by the User Fee paid or payable by You under these Terms. At the end of each billing period these Terms will automatically continue for another period of the same duration as that period, provided You continue to pay the prescribed User Fee in accordance with the Fee Schedule, unless either party terminates these Terms by giving at least one month's advance written notice to the other party.

If You:

- a) fail to pay any User Fee when due and payable and otherwise in accordance with the Fee Schedule;
- b) breach any of these Terms and do not remedy the breach within 14 days after receiving notice of the breach if the breach is capable of being remedied;



- c) breach any of these Terms and the breach is not capable of being remedied (which includes (without limitation) any failure to pay in full any applicable User Fees in accordance with the requirements set out in the Fee Schedule); or
- d) You or Your business become insolvent or Your business goes into liquidation or has a receiver or manager appointed of any of its assets or if You become insolvent, or make any arrangement with Your creditors, or become subject to any similar insolvency event in any jurisdiction,

We may take any or all of the following actions, at Our sole discretion:

- g) terminate these Terms and Your use of P2PAgri and the Services;
- h) suspend for any definite or indefinite period of time, Your use of P2PAgri and the Services;
- i) suspend or terminate access to all or any User Data; or
- j) take any of the actions in sub-clauses (g), (h) and (i) of this clause 22 in respect of any or all other persons whom You have authorised to have access to Your information or User Data, including any applicable Authorised Persons.

You acknowledge that on expiry or termination of these Terms for any reason:

- k) all of Your rights in respect of the Services (including Your right to use the Application) will end;
- l) You shall remain liable to pay all relevant User Fees up to and including the day of termination of these Terms; and
- m) We will not provide any refund for any remaining prepaid period for a prepaid User Fee subscription.

### **23. Disputes**

A party must not commence court proceedings or arbitration relating to any dispute arising from these Terms without first complying with this clause, except:

- a) where a party seeks urgent interlocutory relief; or
- b) where the dispute relates to compliance with this clause.

A party claiming that a dispute has arisen under these Terms must give written notice of the details of the dispute to the other party or parties in dispute.

Each party that has given or received notice of the dispute under this clause must promptly:

- c) designate as its representative in negotiations relating to the dispute a person with authority to settle the dispute; and
- d) use its best endeavours to resolve the dispute.

If within 20 business days of receipt of notice the parties to the dispute do not either, resolve the dispute, or agree as to:

- e) a dispute resolution technique (for example, expert determination) and procedures to be adopted;
- f) the timetable for all steps in those procedures; and
- g) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the mediation rules of the Law Society of South Australia and the parties must request the President of the Law Society of South Australia or the President's nominee to select the mediator and determine the mediator's remuneration.

### **24. Entire agreement**

These Terms, together with Our Privacy Policy and Fee Schedule form the entire agreement between You and Us supersede all and any communications, negotiations, arrangements and agreements, whether oral or written, in respect of the matters that are the subject of these Terms.

## **25. Severability**

If any part of these Terms is invalid, illegal, unlawful or otherwise incapable of enforcement:

- a) that part will be severed from this Agreement and will be of no force and effect;
- b) all remaining parts of this Agreement will prevail and remain in full force and effect; and
- c) no part of this Agreement will be construed to be dependent upon any other clause or part of a clause unless expressly stated to be.

## **26. Assignment**

You must not assign or transfer any rights or obligations under these Terms to any other person without Our prior written consent.

## **27. Governing Law**

These Terms are governed and construed in all respects in accordance with the laws of the State of South Australia and the parties hereby submit to the exclusive jurisdiction of the Courts of South Australia in respect of all matters arising under this Agreement or relating to this Agreement.

## **28. Notices**

Any notices You give to Us under these Terms must be in writing by email and will be deemed to have been given on transmission. Notices to Us must be sent to Admin@P2PAgri.com.au or to any other email address notified by email to You by Us. We may send You notices to the email address which You provided when setting up Your access to the Service.

## **29. Rights of third parties**

A person who is not a party to these Terms has no right to benefit under or to enforce any term of these Terms.

## **30. Feedback and reporting misconduct**

We encourage all Users to report any misconduct experienced while using P2PAgri by contacting Us.

## **31. Further information**

If You have any questions about the terms or would like any further information, please contact Us.

## **32. Definitions**

In these Terms, unless the context otherwise requires:

**Access Facilities** means telecommunications, networks, systems and any other facilities used or required by You or on Your behalf for accessing and making use of the Application or any Services, other than the facilities actually provided by Us from time to time under these Terms.

**Advisor** means a person who is accredited by Us and who has registered on P2PAgri to use the Services as an “Advisor” or “Accredited Advisor” as set out on the Site and/or the Application.

**Aggregate Data** has the meaning provided in clause 14.

**Application** means the computer software application(s) called “P2PAgri” made available by Us.

**Applicable Laws** means any and all statutes, regulations, by-laws, ordinances or subordinate legislation in force from time to time which pertains to Your use of, and access to, P2PAgri, and the posting of any User Data on P2PAgri and includes, without limitation, those relating to equal opportunity, anti-discrimination, trade practices, fair trading, Intellectual Property, privacy and confidentiality.

**Authorised Person** means any person or entity, other than the Principal User, that uses the Services with the authorisation of that Principal User from time to time, including any Advisor appointed with respect to that Principal User.

**Confidential Information** means with respect to You, User Data (excluding Aggregate Data), and with respect to Us includes:

- a) information relating to the Application;
- b) information relating to Our personnel, policies, business, systems and data; and
- c) information relating to the terms on which the Services are to be provided to You pursuant to these Terms.

**Demo User** means the person who downloads, accesses or otherwise uses any demonstrative version of the Application made available by Us from time to time, subject to any restrictions We determine.

**Fee Schedule** means the information relating to subscriptions and billing set out on the Site <https://p2pagri.com.au/pricing/> and/or the Application, which may be updated or amended by Us from time to time.

**Harmful Code** means any computer virus, trojan, worm or other computer code that, directly or indirectly, is harmful or disabling or which assists in or enables unauthorised access to or corruption of data.

**Intellectual Property** means any registered or unregistered rights in any copyrights, patents, inventions, discoveries, trade marks, processes, systems, methods, know-how, designs or confidential information or any rights of a similar nature under the laws of Australia or anywhere else in the world.

**Principal User** means a Registered User or a Demo User, as the case may be.

**P2PAgri** means, collectively and individually, the Site, the Application and the Services.

**Registered User** means the person who registers to use the Services, and, where the context permits, includes any entity on whose behalf that person registers to use Services.

**Services** means the farm management and advisory services (including the provision of any products, information, resources or other services) made available by Us on, from or through the Site and/or Application.

**Site** means the website operated by Us at [www.p2pagri.com.au](http://www.p2pagri.com.au).

**Terms** means the agreement between You and Us comprising these terms and conditions, Our Privacy Policy and Our Fee Schedule, as amended from time to time.

**User Fee** means the fee (excluding any taxes and duties) payable by You in accordance with the Fee Schedule.

**User Data** means any and all information, data and content posted, inputted or otherwise provided by You into P2PAgri.

**We, Us, Our** means Plan2Profit Agri Pty Limited ABN 91 159 180 122 and its related bodies corporate and associates (as defined in the *Corporations Act 2001* (Cth)).

**You, Yourself, Your** means the Principal User and, where the context permits, an Authorised Person and/or an Advisor.