

PASTURE VIBE: TERMS OF USE

1 Terms

- 1.1 These are the terms of use (**Terms**) for the Pasture Vibe services (**Services**). The Services are provided by Map of Ag (**we, us, our**). These Terms form a contract between you and us. Before you use the Services, you must read and accept the Terms. By using the Services, you agree to be bound by these Terms.
- 1.2 Our [Acceptable Use Policy](#) applies to any use of the Services by you. In addition, we may issue reasonable directions about the use of the Services with which you agree to comply.

2 Account

- 2.1 To register an account on our Services you must provide the information requested by us. The information requested may include personal information. Our [Privacy Notice](#) provides details of how we use and look after your personal information and your rights. You are responsible for letting us know if any of the personal information we hold needs to be updated.
- 2.2 You agree that your account may only be used for your immediate business purposes. If any related party wishes to use the Services, they must create a separate account with us.
- 2.3 If you are creating an account on behalf of company or other legal entity, you warranty that you have authority to enter into these Terms on behalf of that entity.

3 Fees

- 3.1 You agree to pay us the fees for Services as advised by us from time to time (**Fees**). We may adjust the Fees at any time by providing you with 10 days' notice and/or publishing the updated Fees on our website.
- 3.2 The Fees are calculated monthly in arrears. You must pay the Fees on the dates specified by us in our invoice, or if no date is specified, by the 20th of the month following the date of invoice, electronically in cleared funds without any set off or deduction.
- 3.3 You acknowledge that the subscription to the Services is based on a 'pay per use' model. We may suspend and/or terminate these Terms and your ability to use the Services if you fail to pay the Fees by the due date for payment.

4 Your Obligations

- 4.1 You must:
 - 4.1.1 use the Services in accordance with these Terms solely for your lawful internal business purposes;
 - 4.1.2 not resell or make available the Services, or any information (including data or results) derived from your use of the Services, to any third party, or otherwise commercially exploit the Services;
 - 4.1.3 comply with these Terms, as updated by us from time to time;
 - 4.1.4 follow our reasonable directions about the use of the Services; and
 - 4.1.5 promptly provide all information, documentation, decisions, assistance and co-operation that we may reasonably request.

5 Intellectual Property

- 5.1 Nothing in these Terms gives you any ownership rights over the Services, nor any aspect of the Services, including images and designs or content. You are not permitted to reproduce any part of the Services in any way.
- 5.2 Under these Terms, we grant you a non-exclusive, non-transferable, non-sub-licensable, revocable and limited right to use the Services in accordance with these Terms.

6 Confidentiality

- 6.1 You acknowledge that the Services and the information (including data or results) derived from your use of the Services constitute our confidential information.
- 6.2 You agree that you will not disclose or publish any information, data or results derived from your use of the Services to any other party without our prior written consent.

7 Termination

- 7.1 You are entitled to terminate your subscription for the Services at any time by giving us not less than one month's notice.
- 7.2 Without limiting any other right or remedy available to us, we may immediately suspend or terminate your access to, or use of, the Services where we consider that you, or any person using your account, have:
- 7.2.1 undermined, or attempted to undermine, the security or integrity of the Services or any underlying system;
 - 7.2.2 used, or attempted to use, the Services for improper purposes;
 - 7.2.3 disclosed any confidential information, including information, data or results derived from your use of the Services, to any other party without our prior written consent; or
 - 7.2.4 breached these Terms, any term of our [Acceptable Use Policy](#), or any applicable law.
- 7.3 We may terminate your access to the Services on written notice to you at any time. Such termination will be effective at the time we elect (which may be immediately).
- 7.4 If your access to the Services is terminated all of your rights granted under these Terms will immediately come to an end.

8 Warranties

- 8.1 You acknowledge that:
- 8.1.1 The Services are provided to you on an "as is" and "as available" basis.
 - 8.1.2 It is your sole responsibility to determine that the Services meet your needs and are suitable for the purposes for which they are used.
 - 8.1.3 We do not warrant that the Services will meet your specific requirements or expectations.
 - 8.1.4 You rely on any information, data or results derived from your use of the Services at your own risk.
 - 8.1.5 We do not warrant that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Services, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. We are not in any way responsible for any such interference or prevention of your access or use of the Services.
- 8.2 Except to the extent set out in these Terms, all warranties, representations, conditions and other terms of any kind implied by statute or common law are, to the fullest extent permitted by applicable law, excluded.

9 Limitation of Liability

- 9.1 To the maximum extent permitted by law, under no circumstances will we be liable for any:
- 9.1.1 incidental, special, indirect or consequential damages; or
 - 9.1.2 loss of profits, business interruption, loss of business information, loss of data, or any other pecuniary loss;
 - 9.1.3 loss arising from use of, reliance on, or inability to use or rely on, the Services or any information, data or results derived from your use of the Services,
- arising out of or relating to these Terms or use of the Services, even if we have been advised of the possibility of such damages.
- 9.2 To the maximum extent permitted by law, in no event will our total liability to you for all damages exceed the amount paid by you to use the Services in the six months immediately preceding your claim.

10 General

- 10.1 The parties acknowledge that these Terms constitute the entire agreement and understanding between them. We may update these Terms from time to time. The latest version of the Terms published on our website or shared with you will prevail over any earlier version.
- 10.2 We may assign or transfer our contractual rights and obligations arising pursuant to these Terms to another organisation.
- 10.3 Any notice required to be given by either party under these Terms must be in writing and sent to the other party's registered address or by email to the usual contact person for the other party for the purposes of these Terms.
- 10.4 These Terms are governed by New Zealand law and the courts of New Zealand have non-exclusive jurisdiction to deal with any matter arising under these Terms.