



Novachem Website & Online Subscription Terms & Conditions of use.

Who are we?

Novachem subscriptions are supplied by AgriMedia Ltd (Company Number 854635). In these terms and conditions, where we refer to “us”, “we” or “our”, we are referring to AgriMedia Ltd.

Subscription Terms

These terms govern your subscription to any product available through AgriMedia Ltd. These terms form part of the general terms and conditions governing the material on, use of and access to the Novachem websites (www.novachem.co.nz, www.agrichemical.co.nz, www.spraybible.com) & any other digital version. AgriMedia Ltd may change these Subscription Terms from time to time. If we do, any amendments will be posted on the Novachem website. If you object to any changes to these Subscription Terms, your only remedy is to cancel your subscription before 14 days after the changes come into effect (in which case, no cancellation fee will apply). If you do not cancel your subscription within that period, you will be deemed to have accepted all changes.

Registration, Authorised Use, Security & Monitoring

Your subscription will not be valid unless and until AgriMedia Ltd accepts your registration.

You must ensure that your username and password remain secure and confidential. You are entirely responsible for all use, activities and charges associated with or arising from any use of your username and password (regardless of whether you authorised such use), including unauthorised use of your or any other credit card. Each username and password must be used by a single user and is not transferable. An attempt to login with a username and password that is already in use will disconnect the other user. You must notify AgriMedia Ltd immediately if you become aware of any unauthorised use of your username and password.

AgriMedia Ltd may (but has not obligation to) monitor usage of the Novachem website via your account (including but not limited to concurrent usage of username and passwords) and may take any action it deems appropriate, including immediately terminating your subscription.

Please note that if you have a subscription to both the print and the digital edition of the Novachem manual, the owner of print subscription is the designated user of the digital edition. Your username and password must not be shared.

Subscription Charges

For the current fees for products, services and other features offered in connection with the Novachem website, please go to the Novachem website. AgriMedia Ltd reserves the right to change the fees it charges for products, services or features offered in connection with the Novachem website, or introduce new fees, from time to time. If such a change increases the price payable by you for your existing products or services (including your subscription), AgriMedia Ltd will provide you with no less than one month's prior notification of any such change. If you object to any such change, your only remedy is to cancel your subscription before 14 days after the change comes into effect (in which case, no cancellation fee will apply). If you do not cancel your subscription within that period, you will be deemed to have accepted the change.

Unless stated otherwise by AgriMedia Ltd, in order to register for or purchase a service or product, you must submit valid credit card details. Valid payments will be processed immediately or, if applicable, immediately upon the expiry of your free trial subscription. If you are paying by cheque then your subscription commences on the day that your cheque is banked by us. If, subsequently the cheque you sent is not cleared, your subscription will be cancelled and you will have to make a new payment. Whether you pay by credit card or cheque, you will be given notification via email of the commencement of your subscription.

Unless you notify us otherwise, subscription fees and all other fees and charges associated with your subscription (including, but not limited to, any applicable taxes) will be billed automatically to the credit card you provide when registering for the applicable service. If you do not notify us of changes to your billing details, AgriMedia Ltd will assume that all of the information related to your credit card remains valid and will submit to the card processor all information that it requires for approval.

If any subscription fees or other charges billed to your credit card are not processed for any reason, AgriMedia Ltd shall have the right to suspend your subscription until such subscription fees or other charges are paid in full. You agree to pay all costs (including legal fees) incurred by AgriMedia Ltd in collecting any unpaid subscription fees or other charges from you. If payment in full is not received from you, AgriMedia Ltd reserves the right to cancel your subscription. Subscription fees will apply whether or not you actually use your subscription.

Termination or Cancellation of Your Subscription

AgriMedia Ltd may immediately cancel your subscription, without notice or liability (including for any refund or credit to you), if we determine, acting reasonably, that: (i) you have breached any portion of these Subscription Terms or the general terms and conditions for use of the Novachem website or (ii) your use of or access to the Novachem website violates any applicable law or regulation or otherwise inhibits any other subscriber from using or accessing the Novachem website or any other service offered by AgriMedia Ltd on the Novachem website.

AgriMedia Ltd also reserves the right to cancel your subscription for any reason, provided that we give you written notice of such cancellation and, in the event of cancellation, pay you a pro-rata refund for the outstanding portion of your subscription.

You cannot suspend your subscription to the Novachem website.

None of the foregoing limits any other legal, equitable, or contractual rights available to AgriMedia Ltd.

Personal Use Only

Unless expressly agreed by us, subscriptions are strictly for personal or internal business use only.

Subscription Terms

1. Definitions

In these terms:

“Client” means a customer or client of a Subscriber to whom information may be provided, where permitted, subject to the Subscription Terms.

“Effective Date” means the date as set out in the Product Schedule, or if undated, the date of first availability of the Service for use by the Subscriber.

“Fees” means the aggregate of the fees for the Information and fees for the Service, payable by the Subscriber to AgriMedia Ltd being bundled, packaged or amended

“GST” means GST as defined in the Goods and Services Tax Act 1985 (“the Act”). All other terms have the definitions in the Act and/or are construed in accordance with the Act.

“Information” means information, in whatever form, provided as part of the Service

“Initial Term” means the “Initial Term” specified in the Product Schedule.

“Product Schedule” means the “Product Schedule” to the Subscription Agreement, including any updated or amended versions of it.

“Renewal Date” means the date immediately following the last date of the Initial Term.

“Service” means the information products and services available to the Subscriber through the Website, as set out in the Product Schedule, or any other service through which Information is supplied to the Subscriber by AgriMedia Ltd on its websites.

“Subscriber” means the entity set out in the Subscription Agreement with the details in the Product Schedule, and any Subsidiary.

“Subscription Agreement” means the signed subscription letter agreement between the Subscriber and AgriMedia Ltd.

“Subsidiary” means a subsidiary of the Subscriber within the meaning of the Corporations Act 1993 and, in the case where the Subscriber is controlled by a partnership, that partnership (and each of its partners).

“Term” means the Initial Term and all renewals and extensions under clause 6.2.

“User” means a Representative authorised by the Subscriber to use the Service, subject to the permitted number of Users set out in the Product Schedule.

“Web Content” means publicly available content which may be accessed through Agrimedia websites via links to third party sites on the internet, and which is identified within Agrimedia websites as being from the internet.

2. Service

2.1. AgriMedia Ltd will supply the Information through the Service to the Subscriber and grants to the Subscriber a non-exclusive, non-transferable, non-sublicensable, non-assignable license to use the Information and the Service pursuant to the terms of this Agreement.

2.2. AgriMedia Ltd retains control and ownership of the form and content of the Service. Neither the Subscriber nor any User will acquire any ownership rights in the Service or the Information, and the Subscriber shall not alter the form or content of the Information or Service without the written permission of AgriMedia Ltd.

2.3. AgriMedia Ltd may alter the form and content of the Service from time to time. The Information is either licensed from third party information providers or is proprietary to AgriMedia Ltd. Should any license agreement with an information

provider be terminated or suspended for any reason then the Information supplied by that information provider may be withdrawn from the Service.

2.4. The Subscriber acknowledges that any indexing codes used for retrieving Information from the Service are owned by either AgriMedia Ltd or a third party, and that such indexing codes are protected by copyrights, database rights and/or trademarks owned by the relevant party. The Subscriber may use the indexing codes solely to access information from the Service and may not otherwise copy, publish, re-distribute or otherwise use such codes.

3. Use of the Service

3.1 Users may:

- view and print a single permanent copy of the Information ; and

3.2 The Subscriber, and each User, shall not:

- a) use, copy, store, save, transmit, reproduce, distribute, display, sell, publish, broadcast or circulate the Information to any third party, other than as authorised in clause 3.1 and 3.2;
- b) remove, conceal or alter any copyright notices contained in the Service or the Information;
- c) create or store in electronic form any shared library or archive of Information which could be used as a research application;
- d) sell or receive any compensation for Information distributed to Client (except for recovery at cost of Views incurred by Client), and for the avoidance of doubt, Subscriber may only forward Service Emails to Customers on an occasional and infrequent basis, but are not authorised to forward such emails as part of a regular and ongoing alerting service; or
- e) share the password which they use to access the Service with any other person. Users should notify the Administrator or AgriMedia Ltd if they learn or suspect that any password(s) is either being used by any person not authorised by the Subscriber to use the Service or is being used by more than one User.

3.4 The Subscriber shall:

- a) ensure that each User is aware of and complies with the conditions of use of the Service and/or the Information contained in this Agreement;
- b) ensure that each User complies with any additional restrictions notified by means of any onscreen notices contained within an article of Information to which the additional restriction relates. To the event that there is any inconsistency between the terms of this Agreement and any on-screen notice, then the terms of this Agreement will prevail;

- c) ensure that each Client is aware of, and use reasonable endeavours to ensure each Client complies with, the conditions of use of the Service and/or the Information contained in this Agreement;
- d) provide AgriMedia Ltd with reasonable assistance in complying with AgriMedia Ltd.'s obligations under privacy laws relating to information in respect of individual Users. Subscriber warrants and represents to AgriMedia Ltd that it is authorised by each of the Users to receive the Users' personal information from AgriMedia Ltd.

3.5 AgriMedia Ltd will issue the Subscriber with one password for each User, each such password may only be used by one individual. The Subscriber must notify AgriMedia Ltd if it learns or suspects that any password(s) is either being used by any person not authorized by the Subscriber to use the Service or is being used by more than one individual. AgriMedia Ltd will then cancel the relevant password(s) and assign a new password(s) to the Subscriber. AgriMedia Ltd may in its reasonable discretion attach conditions to the assignment of such new password(s).

3.6 In the event that the Subscriber or any User or Client breaches the terms of use of the Service as set out in this clause 3, the Subscriber acknowledges that damages may be an insufficient remedy. The parties acknowledge that any damages payable are without prejudice to any other injunctive relief or contractual liability that AgriMedia Ltd is entitled to in accordance with this Agreement as a result of any breach of this agreement, including but not limited to breach of AgriMedia Ltd's intellectual property rights in the Service. Without limitation, AgriMedia Ltd may suspend the Service in the event of a breach described in this clause.

4. Fees and Taxes

4.1 The Subscriber agrees to pay the Fees and any Additional Fees to AgriMedia Ltd within 30 days of receipt of an invoice from AgriMedia Ltd ('Invoice').

4.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.

4.3 If GST is payable on any taxable supply made or to be made under this agreement, the consideration payable will be increased by an amount equal to the amount of GST payable by the Subscriber. The Subscriber agrees to pay such GST amount on receipt of a proper tax invoice from AgriMedia Ltd.

4.4 The Subscriber shall have the right to withhold any applicable taxes from payments due under this agreement as required by law. If any deduction from payments due under this agreement is required on account of a withholding tax, the Subscriber will provide AgriMedia Ltd with a certificate or other receipt signed by the appropriate taxing authority confirming the tax withheld and the subsequent payment of the tax to the taxing authority. Where there is a reduction in any Fees or Additional Fees due that is not supported by such a certificate or receipt, the reduction will be considered an underpayment by the Subscriber.

4.5 AgriMedia Ltd may, following not less than 30 days' prior written notice to the Subscriber, amend the pricing and/or any Schedule setting out the Additional Fees. If the amendment to the pricing results in an increase in the Fees for the Subscriber, then the Subscriber may, within 30 days of receipt of such notice, terminate this Agreement by written notice to AgriMedia Ltd. If the amendment to any Schedule results in an increase in the Additional Fees for the Subscriber, then the Subscriber may, within 30 days of receipt of such notice, terminate that part of the Service that relates to the Additional Fees by written notice to AgriMedia Ltd. If the Subscriber gives notice pursuant to this clause 4.6 then such termination shall be effective on the date on which the Fees and/or any applicable Additional Fees would have increased and the Subscriber will be entitled to a pro rata refund of any Fees or Additional Fees paid in advance for services not rendered at the date of termination.

5. Warranty, liability and indemnity

5.1 AgriMedia Ltd shall make reasonable efforts to ensure: the accuracy and reliability of the Service; the timeliness of the Information; and that the Service does not contain any computer virus. Neither AgriMedia Ltd, nor any other member of the AgriMedia Ltd Group, will be held liable in relation to the accuracy or timeliness of the Information or for any loss or damage of any type in connection with the provision of or failure to provide the Service, except as set out in this clause 5. This Agreement gives neither the Subscriber, nor any User or Customer any rights against third party information providers with respect to the use of Information.

5.2 Subject to the above qualifications and clause 5.4, the Subscriber expressly agrees that in no circumstances will AgriMedia Ltd or any member of the AgriMedia Ltd Group be liable for any damage or loss (including but not limited to any indirect or consequential loss or any loss of profits or revenues whatsoever) however caused (including but not limited to, by the negligence of AgriMedia Ltd or a member of the AgriMedia Ltd Group) suffered or incurred by the Subscriber in connection of the use of www.novachem.co.nz.

5.3 The Subscriber shall indemnify AgriMedia Ltd and, where relevant, any third party information provider or supplier, for any direct loss or damage (not including any consequential loss or special or punitive damages) arising out of any use of the Information by the Subscriber and/or Users and/or Clients beyond the rights expressly granted to the Subscriber and/or the Users and/or Clients under this Agreement.

5.4 The total liability of AgriMedia Ltd under this Agreement shall, to the extent permitted by law, under no circumstances exceed the Fees paid by the Subscriber in the twelve months preceding such claim.

6. Term and termination

- in the event of a party committing any breach of this Agreement which is remediable and not remedied within 21 days of written notice from the other party requiring such remedy;

- immediately on written notice being given by a party if the other party commits any irremediable breach of this Agreement or repeats any breach as has previously been the subject of a notice under paragraph (a) above;
- immediately on a party giving written notice to the other party if:
 1. an order is made or an effective resolution is passed for the liquidation or winding up of the other party;
 2. the other party enters into any composition with its creditors;
 3. the other party has a receiver, manager, administrative receiver or administrator appointed in respect of it or substantially all of its assets;

On termination of this Agreement for any reason other than for AgriMedia Ltd being in breach of this Agreement or being subject to an event listed in clause 6.3 (c), the Subscriber shall pay to AgriMedia Ltd any Fees or Additional Fees payable until the end of the then current Term.

If the Subscriber commits a material breach of this Agreement, AgriMedia Ltd may suspend any Service without notice or penalty until such breach is remedied.

7. Confidentiality

7.1 The parties acknowledge and confirm that during the term of this Agreement and following its termination the parties shall treat as confidential and shall not (other than in the proper provision of the Service or as required by any applicable law) use or disclose to any person, firm or company, the terms of this Agreement, including the pricing agreed between the parties, and any confidential information relating to the business of and belonging to the other party, nor permit its use or disclosure. This obligation of confidentiality shall not apply to information which is publicly known (through no fault of the non-disclosing party) or not of commercial value to such other party.

7.2 No public announcement, press release or circular (other than required by law or regulation) concerning this Agreement will be made by either party without the prior consent of the other party, which shall not be unreasonably withheld or delayed.

8. General

8.1 The terms and conditions set out in The Subscription Terms represent the entire agreement between both parties relating to the Service and supersede all prior agreements and representations. No failure or delay by any party in exercising any right, power or remedy under this Agreement shall operate as a waiver of any such right, power and/or remedy. Neither party will be liable for any loss or failure to perform an obligation due to circumstances beyond its reasonable control.

8.2 The Service subscribed for under the Subscription Terms, the level of the Fees and Additional Fees and other relevant details of such Service may be amended by written notice signed by both parties confirming the relevant amendment and the inclusion of any additional schedule.

8.3 All notices shall be in writing, and delivered by courier or registered mail, or by either facsimile or electronic mail with confirmation, to the addresses specified in the Product Schedule, or other address stipulated in writing by one party to the other. Notice shall be deemed received on the date 3 business days after being sent, if by courier or registered mail, or on the date actually received, if by fax or electronic mail.

8.5 Neither party may assign the Subscription Terms without the prior written consent of the other party, provided however that AgriMedia Ltd may transfer any of its rights and obligations to any member of the AgriMedia Ltd

8.6 The official language of the Subscription Terms shall be the English language and no translation into any other language may be used in its interpretation.

8.7 The Subscription Terms shall be governed by, construed and take effect in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the courts of New Zealand.