



ReefAware

PLATFORM TERMS OF USE

Your access to, and use of, the Platform is subject to and conditional upon your acceptance of the following terms and conditions.

Definitions and Interpretation

In these Terms, the following words have the following meanings:

- **ACL** means the Australian Consumer Law Schedule to the Competition and Consumer Act 2010 (Cth);
- **Confidential Information** means:
 - all data, formulae, diagrams, drawings, technical information, reports, calculations, databases, manufacturing processes, testing procedures, rights in circuit layouts, source and object code, and know-how relating to the Platform;
 - any other information that would otherwise at law be considered secret or confidential information of a party;
 - whether or not marked "Confidential" BUT does not include information which:
 - is or becomes part of the public domain otherwise than by disclosure in breach of the terms of this Agreement.
- **Data** means all content, records, information, results and other data entered or uploaded to the Platform by or on behalf of the Licensee through its use of the Product;
- **Defect** includes:
 - a material failure of the Platform; or
 - any part of the Platform that:
 - causes an error message to be displayed by the system that it is running on or being accessed from;
 - results in the Platform doing something that it was not designed to do; or
 - results in the Platform not doing something that it was designed to do;
- **Intellectual Property Rights** means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, trademarks, trade secrets, know-how, confidential information, patents, invention and discoveries and all other intellectual property;
- **Licence** means the rights granted by Adama Australia to you in relation to your access to and use of the Platform, in accordance with these Terms and conditions of use;
- **Licence Fee** means the fee payable for continued access to and use of the Platform;
- **Licence Term** means the successive periods during which you are entitled to access and use the Platform;
- **parties** means Adama Australia Pty Ltd and you;
- **Product** means the ReefAware WaterAware application;
- **Platform** means:
 - the Product;
 - any other program or software related to the Product provided to you by, or on behalf of, Adama Australia under these Terms, or to which you are provided with access;
 - and
 - any documentation provided by Adama Australia in relation to the Program, as updated or varied from time to time;

- **Risk Map** means the risk location map located within the Product.
- **Terms** means these terms and conditions of use as amended from time to time; and
- **Virus** means any virus, Trojan horse or disabling or malicious computer code which could adversely affect access to the Platform.

Access

Your access to, and use of, the Platform is subject to your ongoing compliance with these Terms as amended from time to time. Any amendments to these Terms will be posted to the homepage of the Platform as notification to you.

Your right to use and access the Platform is personal to you, and cannot be assigned, novated, sub-licensed or transferred to a third party without the express written consent of Adama Australia.

By your use of the Platform and Product you agree that you are using the Program and Risk Map as guidance only and any risk assessment or recommendation provided is not to be relied for in substitute of advice from an expert or advice to the contrary.

These Terms are governed by the laws of New South Wales.

Intellectual Property Ownership

You acknowledge that:

- Adama Australia owns, or has the licence to, all Intellectual Property in the Platform;
- the Platform is and at all times remains the property of Adama Australia;
- all Intellectual Property Rights in the Data are the sole property of Adama Australia; and
- you have no proprietary right or interest in the Platform or the Data other than that granted to you under these Terms and the End User Licence Agreement.
- You must not register or record or attempt to register or record anywhere in the world any element of the Platform or any improvements, inventions, patents, trademarks, copyright or designs derived from or similar to the Platform or its contents or aid or abet anyone else in doing so.
- You must not provide or otherwise make available the Platform in any form to any person.
- You must immediately bring to the notice of Adama Australia any acts or threatened acts of infringement or attack on the validity of any of the Intellectual Property Rights in the Platform which may come to your attention.

You must not:

- Link or include the Platform in any other program, website or work without Adama's prior written consent;
- decompile, disassemble, reverse engineer, copy nor create a derivative work of the Platform; nor
- remove any reasonable trade mark or copyright notice placed by Adama Australia in the pages and screens of the Platform.
- You must not at any time during your use of the Platform, or after termination modify, use, deal with or take advantage of the Intellectual Property Rights in the Platform or the Data.

Warranties and Liability

Except as these Terms specifically state, or as contained in any express warranty provided with the Platform, these Terms do not include by implication any other term, condition or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition, description, manufacture or performance of the Platform or any contractual remedy for failure.

You acknowledge that the Platform, due to its nature, cannot be guaranteed to be Defect or error free, or that access to the Platform will be continuous or interruption free, and you further accept

that the existence of any such errors or interruptions, including any interruption for routine or urgent maintenance of the Program, shall not be construed a breach of these Terms or section 54 of the ACL.

Adama Australia makes no representation not gives any warranty in relation to the Risk Map and 'at Risk' table and the accuracy of the statements contained therein.

Except as specifically set out in these Terms, Adama Australia makes no representation nor gives any warranty in relation to any incorrect performance or functionality which results, partly or wholly, from Data, records or other information provided by you or a third party.

You acknowledge and agree that the Product:

- Is not error free;
- Provides guidance only;
- Does not know local or latest conditions so cannot be solely relied upon;
- May not be accurate regarding your particular use, conditions, factors, contaminations and environmental conditions;
- Is not a substitute for your own assessment;
- And you will not bring any action against Adama Australia alleging otherwise.

To the extent permitted by the Australian Consumer Law, Adama Australia shall not be liable for any consequential or indirect losses how so arising out of or in connection with the use of the Product and Risk Map and 'at Risk' table under this Agreement.

Adama Australia's liability is limited to the maximum extent possible for the use of the Products and Platform.

Nothing in these Terms is to be interpreted as excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods or supply of services which cannot be so excluded, restricted or modified.

Confidentiality, Privacy and Security

You undertake to keep the Confidential Information of Adama Australia secret and to protect and preserve the confidential nature and secrecy of the Confidential Information.

A party may only use the Confidential Information of the other party for the purposes of performing the party's obligations or exercising the party's rights under these Terms.

Disclaimer

Adama Australia has taken all due care and skill to produce the Product but will not be liable for any direct, indirect or consequential losses or expenses suffered by you or any third party, however caused, including but not limited to loss of turnover, profits, business or goodwill, or any liability to any other party, except to the extent of any liability imposed by the Competition and Consumer Act 2010 (Cth).

Except as specifically stated, or as contained in any express warranty provided, any contract subsequently entered into with the user does not include by implication any other term, condition or warranty in respect of the applicability and quality, acceptability, fitness for purpose, condition, description, use or performance of the ReefAware WaterAware App Risk Map and/or Risk Table or any contractual remedy for relying on the guidance of the Product and the applicable approved and risk zones.

The user acknowledges and accepts that the ReefAware Application provides a guide only and may not be accurate, complete or available at all times and that the ReefAware Application cannot take account of all local and latest conditions. The user further acknowledges and accepts that the ReefAware Application is not a substitute for its own proper assessments, including by seeking additional advice.