

# ANCO TURF TERMS AND CONDITIONS

## 1. THE ANCO TURF SERVICE

- 1.1** These Terms govern the supply within Australia by Anco Seed & Turf Pty Ltd (ACN 151 500 971) (**Anco Turf** or **we/us**) to you of the Anco Turf landscaping online interaction arrangement and related services (the **Service**).
- 1.2** The Service is a technology platform that enables users of Anco Turf's **App**, including B2B customers such as landscapers and account customers as well as retail customers, through mobile devices, to have interactions and communications with each other including, without limitation, creating and delivering quotes for customers, generating invoices, facilitating online purchases, tracking delivery of purchase orders, marketing new products and services, advertising previous services performed, sharing information, associated content and other products and services Anco Turf makes available to users.
- 1.3** To allow us to effectively provide the Service, you agree that we may share certain details and information (excluding personal information) about you and/or your business on the App and with other users. Such information includes:
- (a) details about your business, including contact information;
  - (b) the content you upload, including pictures, images and other material and information as uploaded by you from time to time and which form your 'portfolio';
  - (c) quotes and purchase orders that created and generated through the App. For the avoidance of doubt, these will only be shared to the customer or parties they were intended for;
  - (d) billing and invoice history (where reasonable); and
  - (e) delivery and tracking details. For the avoidance of doubt, these will only be shared to the customer or parties they were intended for.
- 1.4** Your use of the Service and/or App constitutes your agreement that you are bound by these Terms. If you do not agree, you may not use the Service and/or App. Anco Turf may amend or terminate these Terms or the Service and/or App from time to time and for any reason. If we amend these Terms, you will receive a pop-up the next time you use the App. Alternatively, we may email you to advise of the changes to these Terms. The updated Terms will apply from the date that they are published on the App and your continued use of the App after such time will constitute acceptance of any amended Terms.

## 2. YOUR RIGHTS

- 2.1 Privacy** - Anco Turf takes the privacy of account holders and users very seriously. We commit to comply with the *Privacy Act 1988 (Cth)* and with the Anco Turf **Privacy Policy** available on our **Website** located at [www.ancoturf.com.au/](http://www.ancoturf.com.au/). Purposes for which we collect and may use and disclose your and other users' personal information include registering and managing your account and use of the App, providing you with the Service, exercising rights and carrying out obligations under these Terms, and operating the App and the Anco Turf business in accordance with good business practice.
- 2.2 App Licence** - Anco Turf grants you a limited, non-exclusive, revocable, non-transferrable license to access and use the App and materials we provide solely in connection with your use of the Service, and in accordance with these Terms. You may not without Anco Turf's permission: modify or copy the App or Anco Turf materials; use the App for any purpose other than for the purpose that Anco Turf intended; use the App or materials for any commercial purpose or public display; attempt to decompile or reverse engineer any software contained on the App; or replicate the App or materials on a server.
- 2.3 Consumer guarantees** – we provide the Service subject to consumer guarantees under the *Competition and Consumer Act 2010 (Cth)*. Nothing in these Terms affects your statutory rights. We make no express warranties beyond these consumer guarantees. To the extent permitted by law, our

total liability for any loss or damage that you suffer or incur from using the Service is limited to us re-supplying the Service to you.

- 2.4 Disputes** - you may raise a dispute with Anco Turf about any aspect of the Service or interactions exchanged in through the Service, by following the process on the App.

### **3. USE OF THE SERVICE**

- 3.1 User Accounts** - In order to use the Service you must subscribe to and maintain an active business or personal user Service account (**Account**). You may only obtain an Account if you are at least 16 years of age. You may not authorise third parties to use your Account, unless the Account the other person accessing the Account is an employee, contractor or related party of the Account holder, and you should keep you Account information and password secure and not share with another user. You may not transfer your Account to any other person or entity without consent from Anco Turf.

You must promptly notify Anco Turf if you are or become aware that there is or has been an unauthorised use of your login identification details and password or Account, or any other security breach relating to your Account.

- 3.2 User Requirements** - you may only use the Service as directed or advised by us from time to time. You must not use the Service or App to collect, store, copy or otherwise deal with the personal information of another user. You must not upload, transmit or cause to be sent to any other user, any content or material that is unlawful, threatening, abusive, libellous, defamatory, obscene, vulgar, indecent, inflammatory, sexually explicit, pornographic or profane material. You must also not upload, transmit or cause to be sent any content that contains any viruses or is in any way false, fraudulent or misleading or that would give rise to criminal or civil liability. If any information provided by you is inaccurate, incomplete or out-of-date, we reserve our right to suspend or terminate your Account in accordance with clause 3.3 of these Terms.

By creating an Account, you agree that the Service may send you notifications, including in-app notifications and on platform notifications, and informational text (SMS) messages or emails as part of the normal operation of the Service.

- 3.3 Suspension, termination and breach** - If you use or attempt to use the Service and/or App in breach of any of these Terms, Anco Turf reserves the right to suspend and terminate your Account in its absolute discretion.
- 3.4 Removal of content** – you acknowledge that Anco Turf will monitor all content and material which is posted, published, uploaded or otherwise disseminated via the App. Anco Turf reserves its rights to edit, remove or delete any content or material which breaches these Terms or is deemed, in Anco Turf's sole discretion, is unacceptable.

- 4. Device and network usage** - Anco Turf does not guarantee that the Service will function on any particular hardware or devices. The Service relies on your device and its network access and may be subject to limitations and delays inherent in the use of devices and electronic communications. Your mobile network's data and messaging fees apply.

- 4.1 Spam** - Anco Turf does not tolerate spam or unsolicited commercial electronic communications of any kind. It is prohibited to misuse Anco Turf's systems, such as by sending unsolicited commercial communications (spam) to another user or a third party.

- 4.2 Links** – The App and Website may contain links to third party sites. Anco Turf has not reviewed all of the sites linked and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Anco Turf of the site. Use of any such linked website is at the user's own risk.

### **5. QUOTES AND PURCHASE ORDERS**

- 5.1 Anco Turf to use information in quotes and purchase orders** - you agree that any quotes or purchase orders produced or created through the App will be available to Anco Turf to ensure it can reasonably provide the Service. This means that Anco Turf may use a quote or purchase order, or part thereof, to assist the users which are customers to identify prices, product type and numbers,

estimated delivery and tracking details. Anco Turf will only use exact information from the quote or purchase order and will not make any assumptions in respect of the same. For the avoidance of doubt, Anco Turf will have no involvement in generating or approving any quotes or purchase orders that will be shared via the App and this will be the entire right of the landscaper or service provider.

- 5.2 Currency-** You should carefully check the currency of any fees, costs, expenses or other amounts on any quote or purchase order.

## **6. INTELLECTUAL PROPERTY**

- 6.1 Intellectual Property** - Anco Turf's Service and App contains **Intellectual Property**. Intellectual Property means any and all intellectual property, proprietary rights and industrial property rights (whether registered or unregistered) throughout the world including, without limitation, copyright, moral rights, performers' protection, patents and inventions, trade marks, brand names, logos, service marks, designs and circuit layouts, software, domain names, trade secrets, business methods, know-how and methods of practice.

- 6.2 Use of Anco Turf's Intellectual Property** – all Intellectual Property on Anco Turf's App and/or Website is owned by Anco Turf, or a third party further to which Anco Turf is licensed to use that Intellectual Property. Unless you are permitted by law or with written consent from Anco Turf, you must not copy, reproduce, on-sell, transmit, licence, display or otherwise distribute any of that Intellectual Property in whole or in part without Anco Turf's prior written consent.

- 6.3 Use of User Intellectual Property** – you agree that you are solely responsible for publishing, uploading and submitting your own content (**User Content**). When you publish User Content, you warrant and represent to Anco Turf and other Users that you are the sole owner of, or have the proprietary rights in the User Content, or if the User Content includes any material or content which belongs to a third party, you warrant that have obtained the consent of that third party to use and publish their material. When you share, post, or upload User Content that is covered by intellectual property rights (for example, a photo or video), you grant to Anco Turf a non-exclusive, royalty-free, transferrable, sub-licensable, worldwide licence to host, use, distribute, reproduce, modify, run, copy, adapt, publicly perform or display, translate and create derivative works of your intellectual property for purpose of promoting, marketing and providing the Service. We not claim any ownership of any User Content.

## **7. DISCLAIMERS**

- 7.1 No guarantee** – Anco Turf does not warrant or provide any guarantees in relation to the use of the Service, the reliability of information provided to you through the Service, nor the availability or functionality of the App. Anco Turf has policies as notified from time to time on the Website and App designed to promote the provision of quality, tailored and appropriate content by users. You accept the risks arising out of your use of the Service and/or App to the maximum extent permitted by law.

- 7.2 Security** - The transmission of data over the internet through mobile and handheld devices is not always secure. Although Anco Turf endeavours to secure our App and Website, it is not liable for any breaches of security and you use the Anco Turf App and Website entirely at your own risk. You acknowledge that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

- 7.3 Limitation of liability** - You agree that Anco Turf is not liable for: delay or inability to provide the Service due to events beyond our control; the content and posts of other users; the actions or inactions of other users; consequential loss caused by our breach of these Terms that does not arise in the natural and ordinary course of events; or loss which exceeds \$2,000 in total aggregate across all users.

- 7.4 Indemnity** - You are liable for and agree to indemnify Anco Turf against all claims, liabilities, penalties, suits and actions, resulting directly or indirectly from: any information that you have provided to us being inaccurate, misleading or incomplete; your breach of any law; your breach of these Terms; or a misuse of the Service or App by you.

- 7.5 Severability** - If any part of these Terms is determined to be illegal, invalid or otherwise unenforceable or void, that part shall be severed to the extent necessary and the remainder of these Terms shall continue in full force and effect.
- 7.6 Governing Law** - These Terms are governed by and construed in accordance with the laws of Victoria, Australia, as well as the laws of other countries that are, or may be, of potential relevance, and you accept the exclusive jurisdiction of its courts and the Australian Centre for International Commercial Arbitration (**AIACA**).
- 7.7 International Arbitration** - Any dispute, controversy or claim arising out of or relating to these Terms, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the **AIACA** Arbitration Rules. The number of arbitrators shall be one; the seat of arbitration shall be Melbourne, Australia. The language of arbitration shall be English. The parties consent to an appeal to the Supreme Court of Victoria on any question of law arising in the course of arbitration or out of an arbitration award.
- 7.8 Contact** - If you have a query regarding these Terms or for further information on using the App or Website, please contact:

**Anco Turf**

**Telephone:** [insert]

**Email:** [insert]

**Postal Address:** [insert]