



## PROPERTY OF CROPLIFE SOUTH AFRICA



### DISCLAIMER

CropLife South Africa, its members, staff, consultants and website developers will not be held accountable or responsible for the accuracy of the information captured and reflected in the Agri-Intel database and website, or for any results that may emanate from the use of such data (this includes data obtained from the label information and residue management sections of the website). The information stored in the database should only be used as a guideline for the selection of appropriate agricultural remedies, foliar feeds and associated products that are registered under the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947). The information contained in Agri-Intel is subject to label instructions of all products captured in the database and only label instructions may be followed for application according to Act No. 36 of 1947 and its regulations. Agri-Intel users are strongly advised to read and follow label instructions of all products prior to use and in case of any uncertainty, the registration holders of the relevant products must be consulted for advice on application.

These Terms and Conditions can be amended and updated from time to time without notification to users. It is the user's responsibility to verify that the information is correct. By logging into the website, the user accepts these Terms and Conditions. Agri-Intel will not be held accountable and responsible for consequences and losses which might result from users not familiarising themselves with these Terms and Conditions.

## TERMS AND CONDITIONS OF ACCESS AND USE<sup>©</sup>

IN TERMS OF SECTION 11 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT, 2002 (ACT NO. 25 OF 2002) AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE AGRI-INTEL WEBSITE OR USE THE SERVICE THROUGH THE AGRI-INTELWEBSITE OR ANY PART THEREOF. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST LEAVE THE WEBSITE(S) IMMEDIATELY AND TERMINATE ANY FURTHER ACCESS AND USE THEREOF, AS FURTHER ACCESS AND USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

### DEFINITIONS AND INTERPRETATION

- a) **"AgriIntel"** or **"Agri-Intel"** means the Agri-Intel Database and website owned by CropLife South Africa, reg. no. 2002/031906/08 of PostNet Suite 437, Private Bag X132, Centurion, 0046, South Africa.
- b) **"CropLife SA"** means CropLife South Africa, the plant protection industry association of South Africa registered as a Section 21 company not for financial gain.
- c) **"Website"** means the Agri-Intel website, including the services available on and through the website and any page, part or element thereof; and all data whether in raw and processed format that is captured in whatever format as part of the Website.
- d) **"User"** means any person who enters or uses the Website.
- e) References herein to the singular includes the plural and *vice versa*.
- f) Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the ECT Act. The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions.

## 1. GENERAL

The goal of this Website is to:

1.1. Provide information on plant protection, environmental management and public health products including any agricultural remedies and any other supportive products that are defined as agricultural remedies or fertilizers and registered in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act, 1947 (Act No. 36 of 1947) to growers, regulators, the plant protection industry, certification agencies, researchers, students and any other parties that may require such information for decision making in agriculture, horticulture, silviculture, any other plant production, public health and environmental management regarding the responsible and lawful use of any products listed and/or captured in the Website.

1.2. Provide information on pest, disease and weed management by offering labels, safety data sheets, residue level data, crop protection plans and any other appropriate data that may be of value to society.

## 2. ALLOWED USE AND LICENSE

2.1 CropLife SA licenses the User to view, download, and print the content that the Website may offer, provided that such content is used for private, personal, educational, and/or non-commercial purposes only.

2.2 Content from the Website may not be used or exploited by Users for any commercial and non-private purposes as per login page.

2.3 Users may only access, browse and use the Website and any of its content for legitimate personal purposes and may not use the Website for any actions that may be construed to be for:

2.3.1 Harmful purposes;

2.3.2 Illegal purposes;

2.3.3 Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, copyrighted, incorrect, untrue, prohibited, infringing or damaging to any person or institution including CropLife SA and any of its members, consultants, contractors, associates or staff; and/or

2.3.4 The creation, storage and sending of unsolicited commercial communications.

2.4 The caching of the Website shall only be allowed if:

2.4.1 The purpose of the caching is to make the onward transmission of the content from the Website more efficient;

2.4.2 The cached content is not modified in any manner whatsoever;

2.4.3 The cached content is updated at least every 12 (twelve) hours; and

2.4.4 The cached content is removed or updated when so required by CropLife SA.

2.5 If any User uses content from the Website in breach of the provisions detailed herein:

2.5.1 CropLife SA reserves the right to claim damages from the User;

2.5.2 CropLife SA reserves the right to institute criminal proceedings against the User; and

2.6 CropLife SA shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

2.7 Hyperlinks to the Website from any other source shall be directed at the home page of the Website only upon written permission from CropLife SA. Links beyond the Agri-Intel home page may only be established and activated with CropLife SA's prior written consent.

2.8 CropLife SA shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Website, if such content, products or services was accessed through a hyperlink not directed at the home page of the Website. Persons that wish to link to pages beyond the home page of the Website without CropLife SA's prior written consent shall do so at their own risk and indemnify CropLife SA against any loss, liability, or damage that may result from the use of such hyperlinks. CropLife SA's non-liability for deep linking is because deep links bypass these terms and conditions.

2.9 No person may, without the prior written consent of CropLife SA, frame the Website in any manner whatsoever.

2.10 Apart from *bona-fide* search engine operators and use of the search facility provided on the Website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Website for any purpose whatsoever, without the prior written consent of CropLife SA.

2.11 E-mail addresses, names, telephone numbers, and fax numbers published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the

Website may be used to communicate unsolicited communications to CropLife SA and all rights detailed in section 45 of the ECT Act are reserved.

2.12 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by CropLife SA at any time without prior notice or reasons.

### 3. INTELLECTUAL PROPERTY RIGHTS

3.1 All intellectual property on the Website, including but not limited to content, trademarks (or any confusingly similar trademarks), trade names, logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to CropLife SA and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights granted to the User in section 2, all other rights to intellectual property on the Website are expressly reserved.

3.2 No person shall amend, copy, use, decompile and/or reverse engineer the source code of the Website.

3.3 No person may use logos, icons, or trademarks from the Website as hyperlinks or other purposes without CropLife SA's prior written consent.

### 4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Website and/or download content from the Website.

### 5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the Website may be classified as " <i>electronic transactions</i> " as defined in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and CropLife SA has, amongst others, the duty to disclose the following information:	
<b>FULL NAME AND LEGAL STATUS OF WEBSITE OWNER</b>	CropLife South Africa, registered as a Section 21 company not for financial gain
<b>REGISTRATION NUMBER</b>	2002/031906/08
<b>PHYSICAL ADDRESS</b>	Southdowns Office Park, Co-Work Suites, Block B, Ground Floor, Suite 5A, 22 Karee Street, Irene, Centurion, South Africa
<b>POSTAL ADDRESS</b>	PostNet Suite 437, Private Bag X132, Centurion, 0046, South Africa
<b>TELEPHONE NUMBER</b>	+27 (0)87 940 4168
<b>FAX NUMBER</b>	+27 87 980 5164
<b>COMPANY WEBSITE ADDRESS</b>	www.croplife.co.za
<b>AGRI-INTEL WEBSITE ADDRESS</b>	www.agri-intel.com; www.agri-intel.co.za
<b>COMPANY EMAIL ADDRESS</b>	info@croplife.co.za
<b>WEBSITE E-MAIL ADDRESS</b>	admin@agri-intel.co.za
<b>MEMBERSHIP OF SELF-REGULATORY BODIES</b>	N/A
<b>CODE OF CONDUCT</b>	See under the company website
<b>PHYSICAL ADDRESS FOR RECEIPT OF LEGAL SERVICE</b>	Southdowns Office Park, Co-Work Suites, Block B, Ground Floor, Suite 5A, 22 Karee Street, Irene, Centurion, South Africa
<b>ALTERNATIVE DISPUTE RESOLUTION</b>	Subject to urgent and/or interim relief, all disputes regarding: i) access and use of the Website; ii) the inability to access the Website; iii) the services and content available from the Website; or iv) these terms and conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Cape Town in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following website: <a href="http://www.arbitration.co.za">http://www.arbitration.co.za</a>
<b>COMPLAINTS</b>	info@croplife.co.za

## **6. CHANGES AND AMENDMENTS**

CropLife SA reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- 6.1 change these terms and conditions;
- 6.2 change the content and/or service available from the Website;
- 6.3 discontinue any aspect of the Website or service(s) available from the Website; and/or
- 6.4 change the software and hardware required to access and use the Website.

## **7. PRIVACY**

7.1 CropLife SA shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Protection of Personal Information Act 4 of 2013.

7.2 CropLife SA may electronically collect, store and use the following personal information of Users:

- 7.2.1 name and surname;
- 7.2.2 company of employment;
- 7.2.3 contact telephone numbers;
- 7.2.4 city and country of residence;
- 7.2.5 e-mail address;
- 7.2.6 non-personal browsing habits, download history and click patterns; and
- 7.2.7 IP address.

7.3 CropLife SA collects, stores and uses the abovementioned information for the following purposes:

- 7.3.1 communicate requested information to the User;
- 7.3.2 provide services to the User as requested by the User;
- 7.3.3 authenticate the User;
- 7.3.4 provide the User with access to restricted pages on this website; and/or
- 7.3.5 compile and analyse non-personal statistical information about browsing habits, click patterns, and access to the Website.

7.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

7.5 CropLife SA may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

- 7.5.1 CropLife SA shall not disclose personal information from Users unless the User consents thereto;
- 7.5.2 CropLife SA shall disclose personal information without the User's consent only through due legal process; and
- 7.5.3 CropLife SA may compile, use, and share any information that does not relate to any specific individual.
- 7.5.4 CropLife SA will not sell or send this data to any third party.

7.6 CropLife SA own and retain all rights to non-personal statistical information collected and compiled by CropLife SA.

## **8. HYPERLINKS TO THIRD PARTY SITES**

8.1 CropLife SA may provide hyperlinks to websites not controlled by CropLife SA ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products, and/or services of such target sites.

8.2 CropLife SA does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, and inability to use or content available on or through target sites.

## 9. SECURITY

9.1 CropLife SA shall take all reasonable steps to secure the content of the Website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, CropLife SA does not make any warranties or representations that content shall be 100% safe or secure.

9.2 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, CropLife SA is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Website.

9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Website or the server and computer network that support the Website.

9.4 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold CropLife SA harmless against any and all liabilities, damages, risks and losses that CropLife SA and its members, partners, affiliates, associates, contractors and consultants may suffer as a result of such delivery, attempt or damaging code.

9.5 Users may not develop, distribute, or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the Website and CropLife SA reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.

9.6 Users who commit any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by CropLife SA and its members, partners, affiliates, associates, contractors and consultants due to or related to these illegal actions.

## 10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, CropLife SA (including its owners, employees, suppliers, internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:

10.1.1 access to the Website;

10.1.2 access to and use of the service;

10.1.3 access to websites linked to the Website;

10.1.4 inability to access the Website or use the service;

10.1.5 inability to access websites linked to the Website;

10.1.6 content available on the Website;

10.1.7 services available from the Website; or

10.1.8 any other reason not directly related to CropLife SA's gross negligence.

10.2 The Agri-Intel website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with CropLife SA, that the content available from and through the Website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.

10.3 Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of CropLife SA and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.

10.4 CropLife SA does not make any warranties or representation that content and services available from the Website shall in all cases be true, correct or free from any errors. CropLife SA shall take all reasonable steps to ensure the quality and accuracy of content available from the Website.

10.5 CropLife SA does not make any warranties or representations that the Website shall be available at all times. Users acknowledge that the Website may be unavailable due to updates or other causes beyond the reasonable control of CropLife SA, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God".

10.6 The Website and the service are provided "as is" and no warranties, implied or express, are given or implied.

## **11. REMOVAL AND CORRECTION OF CONTENT**

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content available from the Website to CropLife SA and CropLife SA undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## **12. INTERCEPTION OF COMMUNICATIONS**

12.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to CropLife SA's right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as defined in the ECT Act) sent or posted by the User to the Website, its staff and employees.

12.2 The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

## **13. SHARING OF PROFILE DETAILS**

13.1 Users are not allowed to share their account details with any other person, which means that only one User per application is allowed.

13.2 Each User needs their own profile and their own login details and therefore each User will need to register under their own profile details to gain access to the Agri-Intel website.

13.3 If a suspicion arises that there is a possible sharing of profiles, CropLife SA will inform the User via email that a notification was received via the Agri-Intel system which indicates that logins from various IP-addresses were detected for that User's profile. CropLife SA will furthermore request confirmation from the User whether login details were shared with anybody.

13.4 Failure to reply to the above-mentioned email within 24 hours after the email was sent, will result in CropLife SA temporarily suspending the User's profile for safety reasons, until feedback is received from the User. Upon receipt of proper feedback and confirmation from the User, CropLife SA will re-activate the User's profile.

13.5 CropLife SA shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the temporary suspension, due to the User's failure to respond to the above-mentioned email within 24 hours.

## **14. ENTIRE AGREEMENT AND SEVERABILITY**

14.1 These terms and conditions constitute the entire agreement between CropLife SA and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by CropLife SA from the User.

14.2 Any failure by CropLife SA to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

14.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

## **15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT**

The User and CropLife SA agree that:

15.1 the User shall be bound to these terms and conditions and such agreement is concluded in Centurion (South Africa) at the time the User enters the Website for the first time and each time the User accesses the Website thereafter;

15.2 data messages (as defined in the ECT Act) addressed by the User to CropLife SA shall only be deemed to have been received if and when responded to;

15.3 data messages (as defined in the ECT Act) addressed to the User by CropLife SA shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;

15.4 data messages (as defined in the ECT Act) addressed by the User to CropLife SA shall be deemed to have been created and sent by the User from any geographical location;

15.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and CropLife SA; and

15.6 the User agrees and warrants that data messages that are sent to CropLife SA from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

## **16. APPLICABLE AND GOVERNING LAW**

The Agri-Intel Website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to clause 5 the South African law enforced by the South African courts governs the use or inability to use the Website, its content, services, products and these terms and conditions.

## **17. LEGAL COSTS**

CropLife SA shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.