

Terms and Conditions

1. Purpose

These Terms and Conditions apply to your use of PIPA (the workforce management web portal and mobile application) and the People in Paddocks website and training resources (collectively referred to as **People in Paddocks Platforms**).

These Terms and Conditions set out the general rights and responsibilities of both you, as a user of People in Paddocks Platforms, and us as People in Paddocks Pty Ltd or its related entities (collectively referred to as **we, us, or People in Paddocks**).

1. By subscribing to any People in Paddocks Platform, you agree to these standard Terms and Conditions.
2. When you use a People in Paddocks Platform, it is regularly necessary for data provided by you to be collected and stored by us. We do this in accordance with these Terms and Conditions and our Data and Privacy Policy, which is available on our website. We are also committed to complying with the Farm Data Code, which is a voluntary policy initiative designed and maintained by the National Farmers Federation to facilitate innovation in agriculture by ensuring farmers have confidence in how their data is collected, used and shared. You can read the Farm Data Code [here](#).
3. Any data that you or your employee, contractor, or user provide us about you or your property, via a People in Paddocks Platform (for instance reporting hazards or employee timesheet information) will remain your property (not ours). Anonymised and aggregated data may be shared for research, benchmarking, or other industry purposes.
4. Our products are hosted and operated through Australian servers through People in Paddocks and its service providers, though data may be collected from wherever our users are located.

These Terms and Conditions may vary from time to time, including to incorporate updates to the Farm Data Code. If we update our terms, we will notify you by email (where you have requested email correspondence) or via our website and app by public notice.

Four (4) weeks notice will be given to all clients for material changes to these Terms and Conditions, and our Data and Privacy Policy, via email and in-app alert. Minor changes will be made on a needs basis and will not change the intent or key clauses of our terms and conditions or policies.

2. People in Paddocks Platforms Usage

By using a People in Paddocks Platform, you agree to these Terms and Conditions and our Data & Privacy Policy.

You are responsible for ensuring that you have and can properly use any equipment, software, or service required to use or access the People in Paddocks Platform.

Material which we create and make available on a People in Paddocks Platform is owned by us and may not be copied or distributed, or republished, uploaded, posted, or transmitted in any way, without our prior written consent. Modification or use of the materials for any other purpose violates our intellectual property rights. The material in People in Paddocks Platforms is provided for lawful uses only.

Where you access software from us, the software, including all files, images, contained in or generated by the software, and accompanying data will be licensed to you by People in Paddocks. Neither title nor intellectual property rights will be transferred to you, but remain with us, and we own full and complete title to the software. You may not resell, decompile, reverse engineer, disassemble, or otherwise convert the software in any way.

Information contained in People in Paddocks Platforms:

- (a) is intended for use by persons resident in Australia;
- (b) is general in nature;
- (c) has not been compiled with your individual circumstances in mind, and may not be complete or accurate for your purposes. You should not rely on information we make available in any way, and information we provide you in any way is not a substitute for independent professional advice.

You must not use any People in Paddocks Platform, or the contents of a platform (including licensed software):

- (a) in breach of any law or regulation;
- (b) to infringe a third party's rights;
- (c) to breach any standards, content requirements or codes promoted by any relevant authority; or
- (d) in connection with any information or material that may be or that may encourage conduct that may be unlawful, threatening, abusive, defamatory, obscene, profane or indecent.

3. People in Paddocks Platform Login

If you are a subscribing user to a People in Paddocks Platform, you will have access to a login portal accessible via software which we licence to you and/or our website. We will make all reasonable efforts to ensure that information made available to you through your login portal is correct.

You acknowledge and agree that:

- (a) you are responsible for ensuring that your login details are not misused, misplaced or stolen;
- (b) you can allow access to third parties to information contained in your login portal with your permission via authentication protocols which may be used, and you are responsible for arranging and managing such access; and
- (c) People in Paddocks are not liable for any direct or indirect loss or damage, however caused (including by negligence) relating to the use of any People in Paddocks Platform or access to any information to your login by third parties.

4. People in Paddocks Platforms Software Updates

Software that we licence is subject to software updates as and when we determine is necessary. You acknowledge and agree that People in Paddocks does not guarantee that it will always update People in Paddocks Platforms so as they are compatible with your operating systems (including mobile and desktop operating systems), or generally relevant to you.

5. People in Paddocks Platforms Termination

You can terminate your subscription at any time through your account settings or by contacting People in Paddocks at support@peopleinpaddocks.com.au. For more information on data deletion and retention please refer to our Data & Privacy Policy clause 14. 'Data Deletion and Retention Policies' and clause 16. 'Data Portability Process'.

We may terminate your use of any People in Paddocks Platform, including if you are a subscribed user at any time and without notice, and unless we inform you otherwise:

- (a) the rights and licences granted to you (including under any software licensing agreement you have with us) will end; and
- (b) you must stop using the relevant People in Paddocks Platform(s) and (where applicable) delete it from your device.

6. People in Paddocks Platforms Liability

Your use of People in Paddocks Platforms, including software which we licence to you, is at your risk. People in Paddocks (and its employees, servants, or agents) make no warranties or representations as to its accuracy and, to the extent permitted by law. People in Paddocks (and its employees, servants or agents) specifically disclaims any liability or responsibility for any errors or omissions in the content of the People in Paddocks Platforms. Neither People in Paddocks (and its employees, servants or agents) nor any other party involved in creating, producing, or delivering the People in Paddocks Platforms is liable for any direct, incidental, consequential, indirect, or punitive damages arising out of your access to, or use of, or inability to use or access, the People in Paddocks Platforms whether due to a breach of contract, breach of warranty, negligence, or otherwise even if People in Paddocks has been notified or advised of the possibility of such damages. Except as otherwise stated in the text of licensed People in Paddocks software or as required by law, everything within the People in Paddocks Platforms is provided to you "as is" and, to the extent permitted by law, is provided without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. People in Paddocks does not warrant that the functions contained in the material will be uninterrupted or error-free, that defects will be corrected, or that People in Paddocks Platforms or the server that makes them available are free of viruses or other harmful components. People in Paddocks does not warrant or make any representations regarding the use of or the result of the use of the material made available on People in Paddocks Platforms in terms of their correctness, accuracy, reliability, or otherwise. You (and not People in Paddocks) assume the entire cost of all necessary servicing, repair, or correction.

To the fullest extent permitted by law, People in Paddocks's liability for breach of implied warranties, conditions or undertakings which cannot be excluded is limited, at People in Paddocks's option, in the case of services:

- (a) the supply of the services again; or
- (b) the payment of the cost of having the services supplied again. See Refund Policy below.

External training videos and safety resources created and supplied by third parties and delivered in connection with People in Paddocks Platforms (including through website hyperlinks) are subject to change at any time and without notice.

People in Paddocks assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to or use of People in Paddocks Platforms or your downloading of any materials, data, text, images, video, or audio from PIPA or our website. We also assume no responsibility, and shall not be liable for any interruptions or errors in access to PIPA or our website or the accuracy, timeliness, completeness, security, or reliability of any communications (including, without limitation, any transactions) made through or in relation to the People in Paddocks Platforms.

7. Data Collection and Use Statement

People in Paddocks's goal is to assist farmers in sourcing, training and managing their people by allowing farmers to manage, store and utilise data gathered at their property via our software solutions. As such, it is necessary for us to collect and have access to data which belongs to you for us to provide services via the People in Paddocks Platforms. To assist you in understanding how we collect and use your data, we have a Data and Privacy Policy ([link](#)).

8. People in Paddocks Platforms Applicable Laws

Any agreement you enter into with People in Paddocks, including these terms and any software licensing agreement, will be governed by the laws of Victoria, Australia. People in Paddocks makes no representation that the People in Paddocks Platforms are appropriate or available for use in other locations. People in Paddocks Platforms and services are available in many parts of the world. However, we may describe products and services that are not available worldwide. We reserve the right to change any price, product, service or new item without notice. All promotional items are subject to availability. If you use People in Paddocks Platforms from other locations you are responsible for compliance with applicable local laws.

An order to purchase something placed by you on a People in Paddocks Platform, or on a linked website, is an offer by you to purchase the particular product or service specified. People in Paddocks reserves the right to accept or reject your offer for any reason, including, without limitation, an error in your order or in the material on the website, or the unavailability of the product or service. The contract to purchase the particular product or service only comes into existence in accordance with the stated terms and conditions of sale of that product or service.

9. General disclaimer and Indemnity

People in Paddocks is not responsible for the content of any website linked to or from our website or other People in Paddocks Platform. Your linking to any third party website is entirely at your own risk. While People in Paddocks may provide links on People in Paddocks Platforms to other sites, the inclusion of such links is for your convenience and information only and should not be interpreted as an endorsement of the owner/sponsor of the website or the content of the website. To the extent permitted by law, People in Paddocks disclaims all warranties, express and implied, as to the accuracy, validity, legality or otherwise of any materials or information contained on such sites.

Although People in Paddocks may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards and the like on People in Paddocks Platforms, we are under no obligation to do so and assume no responsibility or liability arising from the contents of any such communications nor for any error, defamation, libel, obscenity, profanity, or inaccuracy contained in any such communication. You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libellous, obscene,

pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence or give rise to civil liability, or otherwise violate any law.

By accessing People in Paddocks Platforms, you agree that you shall indemnify, and keep indemnified, People in Paddocks from and against any claim, action, damage, loss, liability, cost, payment, charge or expense including but not limited to consequential loss, economic loss and legal expenses (calculated on a solicitor/client basis) suffered or incurred by People in Paddocks arising out of any claim or action that results from your accessing and use of any People in Paddocks Platform or in connection with any breach by you of these Terms and Conditions.

10. People in Paddocks Platform Refund Policy

If you decide to cancel or downgrade a subscription with us, your subscription will convert to the new lower subscription level or be cancelled at the end of the month or annual period in which you downgrade or cancel. For clarification;

- A. Monthly subscriptions;
 - a. A cancellation will take effect at the end of the paid month, and
 - b. A subscription change will commence at the beginning of the following month.
- B. Yearly subscriptions;
 - a. A cancellation will take effect at the end of the paid annual period, and
 - b. A subscription change will commence at the beginning of the following month, and continue for the remainder of the annual period.

****NOTE:** Cancellations to an annual subscription as a result of People in Paddocks changing these terms and conditions will be treated differently. A cancellation for this reason will take effect at the end of the month in which the cancellation request is received, and a refund for the remaining prepaid period will be direct debited into your nominated bank account. Your cancellation request must be received within 4 weeks of receiving the notification of a change to the terms and conditions.

To 'Erase' data from People in Paddocks an email must be sent to support@peopleinpaddocks.com.au requesting that the data be erased.

Contact Us

If you have any questions about our Privacy Policy or our Data Collection and Use Statement set out above, please contact us at:

Chief Technology Officer
People in Paddocks Pty Ltd
700 Riversdale Road, Camberwell, Victoria, 3124, Australia
Telephone: 0413 881 931
Email: support@peopleinpaddocks.com.au

Please allow 7 days for this request to be processed. If you do not receive a satisfactory response from us to your query, problem or complaint within seven (7) days, you may refer your query, problem or complaint to the Office of the Australian Information Commissioner via the contact details listed at <https://www.oaic.gov.au/contact-us>.