

1. The application and website

- 1.1. The BeeConnected® website and mobile application is owned by CropLife Australia Ltd, ABN 29 008 579 048. The website, mobile application and any related services are, unless otherwise specific, provided to you by CropLife (the Provider, we or us).

2. Use of the application and website

- 2.1. In using BeeConnected®, you are deemed to have read and accepted the conditions described in this Terms of Use statement, the Disclaimer, the Privacy Policy and any other terms, conditions, notices and disclaimers container on this page and elsewhere on the website or app. Your access to BeeConnected® constitutes your agreement to contract with the Provider and be bound to the General Conditions.
- 2.2. The Provider reserves the right to amend the General Conditions without notice. By continuing to use BeeConnected® after any changes are made to the General Conditions, you are deemed to acknowledge and agree to be bound by the General Conditions and any changes made to them.
- 2.3. You are advised:
 - To read the General Conditions each time you view and use BeeConnected®;
 - Not use BeeConnected® if you cannot agree to abide by the General Conditions; and
 - To always check and independently verify any and all information, content and material on BeeConnected® (Content).

3. Limitation of liability

- 3.1. You accept all risks and responsibility for liability, losses, damages, costs and other consequences resulting directly or indirectly from your use or inability to use BeeConnected®, any website linked to it and any information or material contained on BeeConnected® or linked to it. You acknowledge and agree that the liability of the Provider to you is several and not joint and several.
- 3.2. To the maximum extent permitted by law, the Provider will not accept any liability for any losses, damages or costs howsoever caused (including, but not limited to, by the negligence of the Provider), arising out of, or in any way related to, the use, inability to use, or result of the use of BeeConnected®, any websites linked to it and any information or material contained on BeeConnected®. This limitation on liability applies to and includes, without limitation, direct, indirect, consequential, special, punitive or other damages that you or others may suffer, as well as damages for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated saves, business interruption, loss of data or information, and any other loss, damage or cost of any kind.

4. User representation and warranties

- 4.1. You represent and warrant that any information (General Information) that you provide to the Provider or input onto BeeConnected® is to the best of your knowledge, accurate and reliable.
- 4.2. Without limiting the Provider's remedies, if the Provider reasonably believes that you have breached this clause, the Provide may:
 - Immediately suspend or terminate your access to BeeConnected®; and
 - Permanently delete any account you have on BeeConnected® as well as any General Information you have provided to the Provider or inputted onto the Site.

5. Disclaimer and acknowledgement

- 5.1. Content on BeeConnected®:
 - Is provided for information purposes only.
 - Does not constitute any form of advice, recommendation, representation, endorsement or arrangement by the Provider and is not intended to be, and should not be, relied upon by users of BeeConnected® or any other person in making (or refraining from making) commercial or other decisions.

- Is displayed without any guarantees, covenants or warranties as to its accuracy or authenticity, merchantability, fitness for a particular purpose, non-infringement, uninterrupted or error free use.
- Is displayed in response to, and is reliant for its accuracy on, information provided to the Provider or inputted onto BeeConnected® by you. The Provider makes no representations, guarantees, covenants or warranties as to the accuracy or authority of the information provided to the Provider or inputted onto BeeConnected® by you or the Content which is displayed on BeeConnected® in response to this information.
- Is derived from sources believed by the Provider to be respectable and accurate at the time of publication.
- Is provided by the Provider to disseminate information that reduces the operational risk of farming and other activities involved use of land, water and biophysical resources.
- Contain opinions, estimates, forecasts, projections and forward looking statements based on assumptions about future events that may not be correct or necessarily take place.
- Must not be used or wholly relied upon as a substitute for site-specific information.
- Must not be used or relied upon without verifying its accuracy with the relevant original third party publisher of the information.
- Must not be used or relied upon instead of independent advice from appropriate professional services.
- Is not a substitute for independent professional advice of any kind relevant to the user's circumstances.
- Is subject to the uncertainties of scientific and technical research.
- May include third party content and which is subject to that third party's terms and conditions of use.
- Is subject to change without notice, including:
 - i. Sources from which raw data is required;
 - ii. Techniques used to process, analyse and generate forecasts from this data; and
 - iii. Functionality and outputs of the site.

6. Agreements governing your use of password protected areas of BeeConnected®

- 6.1. When you access and use the password-protected areas of BeeConnected®, your usage is governed by special terms. These terms are provided in a separate document or on our website. Your continued use of the password-protected areas constitutes your agreement to these special terms. If any of these special terms conflict with the terms outlined in these Terms of Use, the special terms will prevail or amend these Terms of Use, but only in relation to the matters covered by the special terms.
- 6.2. You are responsible for maintaining the confidentiality of your password and account details used by you to access the Site. You acknowledge and agree that you are solely responsible to the Provider for all account activities that occur on your account.
- 6.3. You must notify the Provider immediately upon becoming aware of any unauthorised use of your password or account details.

7. Third party links

- 7.1. BeeConnected® may contain hyperlinks to and information about other websites and resources provided by third parties. These websites and resources do not form part of BeeConnected® and are not under the control of the Provider. The Provider does not have any responsibility for the content of any such websites or resources, and accepts no responsibility for them or any loss, damage or cost of any kind that may arise from your use of them. The Provider does not endorse such content or the third parties who supply it to the Provider, nor does the Provider warrant or represent that the content is current, accurate, complete or reliable. If you link to any such website or resource, you leave BeeConnected® and do so at your sole risk and responsibility. The Provider accepts no responsibility for any actions taken by a third party in response to your communication or for any agreements, transactions or other arrangements entered into between you and the relevant third party.

8. Other

- 8.1. You acknowledge and agree that the Provider or their authorised representatives may contact you (including by phone, email or other electronic channels) for the purpose of providing you with relevant information. You may unsubscribe from this information service at any time by contacting the Provider or their authorised representatives.
- 8.2. The General Conditions represent the entire agreement between you and the Provider and supersedes all prior agreements and representations.
- 8.3. These General Conditions and all other additional terms which govern your use and access to the Site will be governed by and construed in accordance with the laws of the Australian Capital Territory, Australia.
- 8.4. The Provider reserves any rights not expressly granted in the General Conditions.
- 8.5. Failure or delay by the Provider or you to exercise any right, power or remedy under the General Conditions will not operate as a waiver of any such right, power or remedy.

9. Severability

- 9.1. In any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use shall remain in full force and effect.

10. Intellectual property and copyright notice

- 10.1. All content on BeeConnected® provided by CropLife Australia Ltd and the related intellectual property (including copyright) is owned by the Provider and is protected by intellectual property laws.
- 10.2. Any content on BeeConnected® provided by a user is owned by the user and is governed by the Privacy Policy as outlined on BeeConnected®.
- 10.3. By using BeeConnected® you agree to accept the following conditions relating to copyright and intellectual property:
 - Apart from any fair dealing for purposes of study, research, criticism and review, as permitted under Australian copyright legislation, no part of BeeConnected® may be reproduced, re-used or redistributed for any commercial purpose or distributed to a third party for such purpose without the permission of the Provider. The print, export and email functionality is designed to facilitate operational use of Content by authorised users. Material derived from BeeConnected® must not be distributed for commercial gain or used in a manner that undermines the potential for the Provider to increase revenue, which includes but is not limited to, increased revenue through additional subscriptions.
 - You may make temporary copies of Content in printed, digital or electronic format for purposes permitted under the General Conditions but you must not change any of the Content.
 - Any permitted reproduction, including fair dealing, must acknowledge the Provider as the source of any such Content reproduced.
 - The trade marks on BeeConnected® are trademarks or registered trademarks of the Provider. Nothing displayed on BeeConnected® should be construed as granting any license or right of use any log or trademark displayed, without the express written permission of the relevant owner.
- 10.4. The foregoing license is subject to these Terms of Use and does not include the right to use any datamining, robots or similar data gathering or extraction methods. This license is revocable at any time without notice and with or without cause. You may not and you may not permit others to copy, distribute, perform or display publicly, prepare derivative works based on, broadcast, exploit or use any part of the Content on BeeConnected® except as expressly provided in these Terms of use without the Providers prior written permission. Nothing in these Terms of Use shall be construed as transferring any right, title or interest in this Site or its Content to you or anyone else, except the limited license to use this Site and its Content on the terms expressly set forth herein.

11. Privacy

- 11.1. You agree that we may collect and use personal information about you and information to assist us to identify the device upon which you use BeeConnected® (such as your device's IP address, operating system and your email address). The purpose of this collection is to enable us to provide you any information regarding your license and develop or updates to BeeConnected®. We will not provide to any third part any personal information about you except as expressly or impliedly permitted under this Agreement or as otherwise permitted or required by law.