

Platform Terms and Conditions

1. Introduction

- 1.1 This training and resources platform (**Platform**) is operated by Food Ladder (registered charity, ABN 89 132 323 347 (**Food Ladder, we, our, us**). By using or accessing this Platform, you agree to these terms and conditions. Food Ladder may change these terms and conditions from time to time, so you should check these terms and conditions regularly.
- 1.2 Your use of materials viewed on, printed, downloaded or otherwise obtained from the Platform, including Food Ladder's suite of written and audio visual instructional materials (**Materials**) is governed by these terms and conditions.

2. Your use of this Platform and Materials

- 2.1 You may use the Platform and any of its features and the Materials if you accurately complete monthly surveys when requested by Food Ladder. If you fail to complete a monthly survey, or if we are of the view that you have completed a monthly survey inaccurately, we may restrict your ability to use any or all of the features of the Platform and any or all of the Materials at our total discretion.
- 2.2 You must not use this Platform (including the posting of content) or Materials:
- (1) in a manner that violates a law or regulation of any country or may cause harm, distress or loss to any person as determined by Food Ladder;
 - (2) in a manner that is likely to deceive or impersonate any person, or misrepresent your identity or affiliation with any person or organisation, including Food Ladder;
 - (3) to promote or post sexual or pornographic material, promote any illegal activity, or to promote or assist any unlawful act;
 - (4) to promote commercial activities or sales, such as contests, barter, advertising or any other form of solicitation, not associated with Food Ladder;
 - (5) to disrupt, interfere with, reverse engineer or compromise the security of this Platform or the Materials or any software or hardware used in connection with this Platform or the Materials; or
 - (6) to restrict, inhibit or interfere with any other user's use or enjoyment of this Platform or the Materials .

(together the "**Content Standards**")

- 2.3 By uploading any content to the Platform, you warrant that the content complies with the Content Standards and you indemnify us for any breach of that warranty except to the extent that we caused or contributed to that loss. We may report any breach of warranty to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Platform will cease immediately.
- 2.4 You are responsible for maintaining the confidentiality of the username and password for your Platform account.

3. Intellectual property rights

- 3.1 In this clause 3:
- (1) **Intellectual Property Rights** includes any:
 - (a) copyright;

- (b) design, patent, trademark, or plant breeder rights (whether registered, unregistered or applied for);
- (c) trade, business, company or domain name;
- (d) know-how, inventions, processes, confidential information (whether in writing or recorded in any form); and
- (e) any other proprietary, licence or personal rights arising from intellectual activity in the business, industrial, scientific or artistic fields.

(2) **System** means any and each of the

- (a) food production system(s) or infrastructure;
- (b) social enterprise solution(s); and
- (c) educational program/s,

supplied by Food Ladder to You.

3.2 Food Ladder owns and will continue to own all Intellectual Property Rights in the Materials, except for material or content in which third parties have pre-existing Intellectual Property Rights. Any third party material or content provided by Food Ladder is provided subject to the licensing terms of the relevant third party licensor.

3.3 Food Ladder does not permit you to make modifications or improvements to the Materials. To the extent that you do make any modifications or improvements to the Materials, Food Ladder will own the Intellectual Property Rights in such improvements or modifications.

3.4 Food Ladder grants you a non-exclusive, non-transferable, revokable licence (**Licence**) to reproduce, publish, perform or communicate the Materials solely for the purpose of or in connection with:

- (1) your use of the System;
- (2) the provision of education or training in relation to the System;
- (3) food production or processing arising from your use of the System; or
- (4) any other use agreed between Food Ladder and you in writing.

Reproducing, publishing, performing, communicating to the public, or making any other use of the Materials for any other purpose is a breach of these terms and conditions and may amount to copyright infringement. The Licence will expire upon the termination or expiry of your access to the Platform.

3.5 The Licence is automatically suspended if you fail to complete a monthly survey, or if we are of the view that you have completed a monthly survey inaccurately. Food Ladder may subsequently, by written notice to you, either:

- (1) revoke the Licence; or
- (2) reinstate the Licence,

at our total discretion.

4. **Privacy**

All personal information that you supply in connection with this Platform will be collected, used, disclosed and managed by Food Ladder according to the terms of its privacy policy, a copy of which is available on the Food Ladder website. You consent to Food Ladder

dealing with your personal information in accordance with its privacy policy. You also agree to use this Platform in accordance with any other policies that we publish on this Platform from time to time.

5. Links

This Platform may from time to time contain hyperlinks to websites operated by third parties (**Linked Sites**). Linked Sites are not under the control of Food Ladder. Food Ladder is not responsible for, and does not control or approve, the contents or operation of any Linked Site. Your use of a Linked Site is subject to the terms and conditions of the Linked Site. Any personal information that you provide to a Linked Site will be subject to the privacy policy and practices (if any) of the operator of the Linked Site.

6. Cookies

During your use of this Platform, Food Ladder may issue and request cookies to and from your computer or mobile device. By using this Platform you authorise Food Ladder to issue and request such cookies.

7. Warranties and limitations

7.1 To the extent permitted by law:

- (1) all statutory and implied guarantees, warranties and conditions of any kind in connection with this Platform and its contents, including the Materials, are expressly disclaimed. Food Ladder does not exclude any statutory or implied guarantee, condition or warranty which cannot be lawfully excluded;
- (2) Food Ladder does not warrant that your access to this Platform will be uninterrupted or that this Platform will operate error free, that any defects will be corrected or that this Platform and their servers are free of computer viruses, trojans, spyware and other harmful material;
- (3) Food Ladder does not warrant that it will be able to prevent any unlawful, harmful or inappropriate use, modification or alteration of this Platform, or that it will give notice of such use, modification or alteration;
- (4) Food Ladder does not warrant or make any representations about the correctness, accuracy, currency, completeness, reliability, quality or otherwise of this Platform or its contents including the Materials. Your use of this Platform and the information on it is at your own risk; and
- (5) this Platform and its contents are provided on an “as is” basis without any warranties of any kind. Food Ladder may change this Platform or limit or terminate your access to this Platform at any time without notice.

7.2 Some laws imply terms, conditions and guarantees into agreements such as these terms and conditions that cannot be excluded. If Food Ladder breaches a non-excludable term, condition or guarantee, it will be liable for that breach. However, if Food Ladder is allowed to limit its liability for that breach under the relevant law, Food Ladder’s liability will be limited to supplying the same services again or paying the cost of having the services supplied by someone else (at Food Ladder’s option).

7.3 Food Ladder makes no representation that the content of this Platform complies with the laws of any country outside Australia. If you access this Platform from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

8. Limitation of liability

8.1 Without limiting any other terms in this document, to the extent permitted by law and without limiting any non-excludable consumer rights you may have, Food Ladder will not be liable for any direct, indirect, incidental, special, consequential or punitive loss or damage,

loss of profits, revenue, expectation, business, savings, data or unavailability of systems or any other loss whatsoever, whether arising under contract, statute, tort (including negligence) or otherwise, in connection with this Platform, or any use of or access to, or any inability to use or access, this Platform or the Materials, and you release Food Ladder from any liability associated with your use of the Platform or Materials.

- 8.2 You will hold Food Ladder and its affiliated companies harmless against any claims, proceedings losses, liabilities, costs or other expenses (including legal costs) incurred by Food Ladder in connection with, whether directly or indirectly, your breach of these terms and conditions, your use or access of this Platform or any violation by you of any applicable law or these terms and conditions.

9. Severability

If any provision of this Agreement is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and where capable the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

10. Applicable law

By using this Platform, you agree that any claim or dispute arising in connection with these terms and conditions, or your use of this Platform, will be resolved in accordance with the law applying in the State of New South Wales and under the exclusive jurisdiction of the courts of New South Wales and of the Commonwealth of Australia.

These terms and conditions were last updated in November 2020.