

# Terms and Conditions of Use for the NAIT IT system

## 1. Agreement to terms

Welcome to NAIT (the 'NAIT Information System'), a system hosted and operated by NAIT Limited ('we', 'our', 'us', 'NAIT'). These terms apply to the entire contents of the NAIT Information System. By registering to use the NAIT Information System, you agree to these terms.

## Intellectual property rights

### 2. Copyright

Unless otherwise indicated, copyright in material on the NAIT Information System is owned by NAIT Limited.

## Registration obligations

### 3. Logons

You are required to obtain a logon – username and password – before being able to enjoy certain features of this system. You must take good care of your logon, and keep it secure.

### 4. Taking care with passwords

You must take reasonable care to:

- 4a. choose a password that is a secret known only to you which cannot be easily guessed;
- 4b. not disclose your password to anyone;
- 4c. not allow anyone to see your password or have the opportunity to see it or record it when you enter it on a computer; and
- 4d. change your password at regular intervals.

### 5. Compromise of passwords

You must immediately change your password and notify us if:

- 5a. you believe the secrecy of your password has been compromised; or
- 5b. you become aware of any unauthorised use of your username or password.

### 6. Improper use of logons

You agree that you will:

- 6a. not knowingly or recklessly use or attempt to use your logon for a purpose for which it was not intended, including any unlawful purpose; and
- 6b. notify us if you know or have reason to believe that there has been or is about to be fraudulent or other unlawful use of your logon.
- 6c. not access or use any information from the NAIT Information System for any purpose other than discharging your obligations under the National Animal Identification and Tracing Act 2012.

### 7. Suspension of logons

We may suspend or disable your logon if:

- 7a. we consider doing so necessary to protect the security of this system, our services or any person; or
- 7b. your logon is being misused or has otherwise been compromised; or
- 7c. you breach these terms of use.

### 8. Effect of using logon

You agree that we are entitled to rely on the authenticity and authority of your username and password to process actions or requests you submit to this system and that we may do so without further enquiry.

## Indemnification

### 9. Indemnity

You agree to indemnify and hold us harmless for any loss, liability, claim, demand, damage or expense (including all legal fees on a solicitor-client basis) arising directly or indirectly from your breach of these terms of use including but not limited to any costs and/or damages associated with a claim of breach of privacy as a result of your unauthorised use of information from this system.

## Disclaimers

### 10. Exclusion of liability

We disclaim and exclude all liability for any claim, loss,

demand or damages of any kind whatsoever (including for negligence) arising out of or in connection with the use of either this system or the information, content or materials included on this System or on any website to which it is linked.

### 11. Links

The inclusion of links to third party sites does not imply any endorsement of the linked website or its content or provider.

### 12. No liability for disruption or corruption

We will not be responsible for any disruption to this system or for loss or corruption of any information whilst in transit or when downloaded onto any computer system from this system.

## Privacy

### 13. Agreement to privacy statement

NAIT will collect personal information about you when you register to use the NAIT Information System, and when you enter data regarding stock movements of animals with which you are associated. All personal information we collect is collected for the purpose of administering the National Animal Identification and Tracing Act 2012 (the NAIT Act), and is governed by that Act and by the Privacy Act 1993.

NAIT will use personal information you provide us to update the Farms Online database which is administered by the Ministry of Agriculture and Forestry. Information from the NAIT system is also available to agencies with functions under the Animal Products Act, the Biosecurity Act, the Commodity Levies Act and the Primary Products Marketing Act and other laws relating to animals or animal health.

The provision of personal information is compulsory pursuant to the NAIT Act, and a failure to provide information as required under the Act is an offence punishable by a fine of up to \$10 000.00. The provision of false information is punishable by a fine of up to \$25 000.00.

You are entitled to seek access to, and correction of, any personal information we hold about you.

## Miscellaneous

### 14. Severability

If any provision of these Terms of use or its application to any person or circumstances is, to any extent, held to be invalid, illegal or unenforceable for any reason by any court or tribunal of competent jurisdiction:

- 14a. such provision will continue to apply, to the maximum extent permitted by law, to other persons or circumstances not affected by the invalidity, illegality or unenforceability;
- 14b. the invalid, illegal or unenforceable provision will be deemed to be amended to reflect the original intention (as determined from this NAIT Information System) as nearly as possible in accordance with applicable law in respect of those persons or circumstances giving rise to the invalidity, illegality or unenforceability; and
- 14c. the remainder of these Terms of use shall continue in full force and effect.

### 15. Revisions to terms

We may revise these Terms of use at any time. Any such revisions will take effect once notified through a post or other announcement on the NAIT Information System detailing the respect(s) in which the Terms have changed.

### 16. Governing law and jurisdiction

These Terms of use are governed by and to be construed in accordance with the laws of New Zealand and you agree to submit to the jurisdiction of the courts of New Zealand.