

## **Terms of Use Agreement**

Thank you for visiting the porkavenuetraining.com web site. This document sets forth the terms and conditions that apply to your use of this site.

The effective date of this current version of this Terms of Use Agreement ("Agreement") is <insert date>. This version of the Agreement of use replaces and supersedes any prior terms of use applicable to this site.

Your use of this Site is subject to these Terms and to the licenses and permissions herein contained. These Terms form a contract with you. A link to these Terms is posted prominently on the Home Page of this Web Site and will be continually available for your review. These Terms will be mailed or sent via facsimile to you upon request. These Terms of Use are incorporated by this reference and made part of the agreement between the parties.

Learning content on this site is owned and operated by Agrischool Pty Ltd and their partners (Agrischool). We, Agrischool and its affiliates, provide this web site and related services to you, the user of this site, for your personal and non-commercial use, subject to your acceptance of and compliance with this Agreement. Please read these terms carefully before using this site and/or the services associated therewith. **Your use of this website and the associated services confirms your unconditional acceptance of these terms and conditions.** If you do not accept these terms and conditions, do not use this site.

### **Changes to this Agreement**

1. We reserve the right, in our sole discretion, to revise this Agreement at any time. Any changes to these terms will be included in a revised version of this Agreement accessible through the site. Your continued use of the site and any related services following posting of any changes to this Agreement constitutes your unconditional acceptance and agreement to be bound by the changed terms. You must cease using the site if you do not agree to be bound by the revised terms and conditions.

### **Privacy Information**

2. By using this site, creating a user account, seeking technical support for our products, and/or placing orders for products or services through this site, you consent to our collection and use of personal information as discussed in our Privacy Policy, which is hereby incorporated into this Agreement. A copy of the Privacy Policy can be accessed here: \_\_\_\_\_

### **General Use and Site License**

3. This site and its related services are intended for use only by those who are 18 years of age or older and of the age of majority in the jurisdiction in which they reside. If you are not 18 or older and of the age of majority in the jurisdiction in which you reside, you cannot use this site without the supervision of your parent or legal guardian. If you are a parent or legal guardian, you agree that you will monitor and supervise the use of this site by children, minors and others under your care, and you agree to be responsible for their use of this site.

4. We grant you a limited, non-exclusive, non-transferrable and revocable license to make personal and non-commercial use of the site. You may view e-learning on this site and download pdf materials from this site for your own personal and non-commercial use. In this context, "personal and non-commercial use" does not include posting, uploading or otherwise publishing the materials to any other site. This license does not include any rights not specifically enumerated herein. You agree to use this site only for lawful purposes and in accordance with the terms and conditions contained herein.

5. Without altering the scope of the license, and except as expressly provided for in this Agreement, this license does not include the right (a) to modify, adapt, translate, copy, reproduce, imitate, distribute, publish or resell the site or any of the content of the site, including but not limited to the trademarks and copyrights of Agrischool and its affiliates, or to make derivative use of the site or its contents; (b) to collect and use product listings, descriptions or images; (c) to download or copy any user's account information or other personal information for your own use or for the benefit of another party; (d) to bypass any technical measures used to prevent or restrict access to any portion of the site; (e) to reverse engineer, decompile or disassemble the site, or to convert into human readable form any of the contents of this site not intended to be so read, including but not limited to using or directly viewing the underlying code for the

site except as interpreted and displayed in a web browser; (f) to use any data mining, robots, or similar automated data gathering and extraction tools to access the site; (g) to violate or attempt to violate the security of the site, or (h) to interfere with or attempt to interfere with the proper working of the site.

6. You acknowledge that your use of this site is at our sole discretion, and your license to use the site may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, to refuse service, to block or prevent future access to and use of this site, to terminate any user's account, and to alter or delete any material submitted to the site through a user's account. Following termination of this license, the terms of this Agreement shall still apply to the extent practicable.

7. You agree and warrant that all information you provide to us through this site, including but not limited to any contact information and other registration information you provide, is truthful and accurate.

### **Ownership of Intellectual Property**

8. Unless otherwise noted, all content included on this site (including images, Trademarks (marked or unmarked), logos, illustrations, graphics, designs, icons, photographs, video clips, video files, application functionality, text and any other material and their arrangement) is the property of Agrischool or our affiliates, suppliers, partners or other third party licensors. All content not owned by Agrischool is used by us with the permission of its owner, and the compilation of this site is the exclusive property of Agrischool. The content on this site is protected by intellectual property and other laws in the United States and Australia and throughout the world. Nothing found on this site may be copied, reproduced, republished, distributed, sold, licensed, transferred or modified without the express written permission of Agrischool or the owner of the material in question. You agree that you will not take any actions inconsistent with our ownership of the site and its content.

9. The trademarks, logos, and service marks displayed on this site are owned by Agrischool and third parties, and this site's trade dress is owned by Agrischool. All trademarks not owned by Agrischool are the property of their respective owners, and, where used by Agrischool, are used with permission. Nothing contained on this site may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademark. Our trademarks and/or trade dress may not be copied, imitated or used, in whole or in part (including use in metatags or in hidden text), without our prior written permission. You agree that you will not take any actions inconsistent with our ownership of, or any third party's ownership of, the trademarks and trade dress used on this site.

10. Agrischool strives to provide the public broad access to information about its products and services. In doing so, it is not Agrischool's intention to waive any intellectual property rights, including, without limitation, trade secrets, Agrischool may have information on this Site under applicable laws. Agrischool has policies and procedures in place that are designed to prevent the disclosure on this website of information that Agrischool considers to be confidential or proprietary trade secret information. However, if at any time you obtain confidential or proprietary trade secret information from this Site that may have been inadvertently disclosed by Agrischool, you agree to act in good faith to recognize and respect the confidentiality of such information and you agree not to keep, make use of, or disclose any confidential or trade secret information you may obtain from this Site to anyone else and, after immediately providing notice to Agrischool, you agree to destroy any copies of the information, in any form, in your possession.

### **Registered Users**

11. Before you can make use of certain services associated with this site, you must register as a user and create a user account or sign up for a yearly farm subscription. You agree to maintain the accuracy of your user account information and to inform us promptly of any changes to that information, including but not limited to any changes to your email address.

12. You agree to accept responsibility for all activities that occur under your account. You agree not to disclose your account password to others, and you agree to notify us immediately of any unauthorized use of your account or any other breach of security. We are neither responsible for nor liable for any loss or other injury that you may incur as a result of someone else using your user account or password, either with or without your knowledge.

13. By creating a user account with us, you consent to receive communications from Agrischool electronically via the email address associated with your account. Although you can opt not to receive promotional messages, we retain the right to send you informational email messages about your account or administrative notices regarding the site, as permitted under the CAN-SPAM Act (15 U.S.C. §7701 et seq.).

## Submission of Content and User Activity

14. From time to time, we may make available on this site services, features or sections that allow users to post or upload materials to the site or to our servers. You understand that all information, communications, data, text, software, music, sound, photographs, graphics, video, messages or any other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not Agrischool, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available through the site or any associated services.

15. You represent and warrant that you own or otherwise control all the rights to any Content that you upload, transmit or otherwise make available through the site; that use of the Content you provide does not violate the intellectual property rights or any other rights of any third parties, and that use of the Content you provide will not cause injury to any person or entity. In line with, and without limiting, the foregoing, you specifically agree that you will not (a) provide any Content that is unlawful (according to local, state, federal or international law) or any Content that advocates illegal activity; (b) provide any Content that is defamatory, false or libelous, or that contains unlawful, harmful, threatening, harassing, discriminatory, abusive, profane, pornographic or obscene material; (c) provide any Content that you do not have a right to provide under law or under a contractual or fiduciary relationship; (d) provide any Content that contains software viruses, **upload or distribute any files that contain viruses, worms, corrupted files or any other similar software or programs that may damage the operation of another's computer or property of another**; or other harmful devices; or (e) impersonate any other person or entity or forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content you provide. You agree that you will indemnify Agrischool and its affiliates for all claims resulting from or related to Content you post or submit. Agrischool reserves the right to remove or reject training that infringes on the respect and dignity of humans or animals.

16. You grant the following license with respect to any and all Content you post or submit to this website: you hereby expressly grant to Agrischool a royalty-free, perpetual, non-exclusive, irrevocable right and license to use, reproduce, adapt, modify, publish, edit, translate, perform, transmit, sell, exploit, sublicense or otherwise distribute and display the Content and any ideas, concepts, know-how or techniques contained therein for any reason and in any manner it chooses, alone or as a part of other works, in any form, medium or technology now known or later developed, without restriction and without compensation of any kind to you, and you waive all moral rights in all such Content. For informational purposes, we note that the uses to which we may put the information or Content you provide include, but are not limited to, reproduction and use in any and all media whether now known or hereafter devised; publication of the Content or a derivative thereof for promotional, marketing and advertising purposes, and use in the development and manufacture of products.

17. We do not control the Content delivered via the site by you or other users, and, as such, do not guarantee the accuracy, integrity or quality of such Content. Further, you understand that by using the site, you may be exposed to Content that is graphic, offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any user-generated Content posted, emailed, transmitted or otherwise made available via the site. You agree that you will not attempt to hold Agrischool liable in any way for any Content contributed by another user.

18. The opinions expressed in user-submitted Content on this web site are not necessarily those of Agrischool or its content providers, advertisers, sponsors, affiliated or related entities. We make no representations or warranties regarding any information or opinions posted to or otherwise included on or transmitted through the web site. We do not represent or guarantee the truthfulness, accuracy, or reliability of any Content or determine whether the Content violates the rights of others. You acknowledge that any reliance on material posted by other users will be at your own risk.

19. We do not and are not obligated to regularly review, monitor, delete or edit the Content of the site as posted by users. However, we reserve the right to do so at any time in its sole discretion, for any reason or no reason, and to edit or delete any posting or submission, in whole or in part, with or without notice. We are not responsible or liable for damages of any kind arising from any Content, or from our alteration or deletion of any Content, even when we are advised of the possibility of such damages.

20. You acknowledge, consent and agree that Agrischool may access, preserve and disclose your account information and any Content you submit if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer

service; or (e) protect the rights, property, or personal safety of Agrischool, its affiliates, its personnel, other users and the public.

## **Software**

21. To the extent applicable, software from this site is subject to United States Export Controls. No software from this site may be downloaded or exported (i) into, or to a national or resident of, any other country to which the United States has embargoed goods; or (ii) to anyone to the United States Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Deny Orders. By downloading or using software on this site, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or any such list.

22. Notice to U.S. Government Users. Consistent with the provisions of 48 C.F.R. §§ 2.101, 12.212, 227.7202, as applicable, the software available through this site consists of "Commercial Computer Software," and is provided to U.S. Government users only as Commercial Items and with only those rights granted to all other licensees pursuant to the terms and conditions of this License Agreement. Unpublished-rights reserved under the copyright laws of the United States. Manufacturer is Quant Systems, Inc., 546 Long Point Road, Mt. Pleasant, South Carolina 29464.

23. Any software available or accessed through this site is licensed, not sold, for your use. Your use of the software may be subject to additional terms and restrictions, as communicated at the time the software is downloaded, installed or first used. You must agree to those additional terms in order to use the software.

## **Links to Third Party Sites and Advertisements that May Appear on the Site**

24. From time to time, we may provide links to other internet sites or resources via this site, and other sites may link to this site. We have not reviewed the accuracy of the content of any linked third party site. No endorsement of any such linked third party site is made, either express or implied. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and that we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, goods or services available on or through any such site or resource. Use of such links is at your own risk.

25. If any advertisement for a product or service provided by anyone other than Agrischool appears on this Site, Agrischool does not endorse, warrant or guarantee any such product or service and will not be a party to or in any way monitor any transaction between you and third party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## **Disclaimer of Warranties; Indemnification; Resolution of Disputes**

26. ALL USERS OF OUR SITES ACKNOWLEDGE AND AGREE THAT AGRISCHOOL, AS AN INDEMNIFIED PARTY IS RELEASED, DISCHARGED, AND HELD HARMLESS FROM ANY AND ALL LIABILITY FROM THIRD-PARTY CLAIMS MADE IN CONNECTION WITH THE SITES, INCLUDING, WITHOUT LIMITATION, WRONGFUL DEATH AND PERSONAL INJURY, HEALTH CONCERNS OR AFFLICTIONS, MONEY DAMAGES, PRODUCTION LOSSES, OUT-OF-POCKET AND COURT COSTS, ATTORNEY'S FEES, DAMAGE TO TANGIBLE PROPERTY OR REPUTATION, INCLUDING, WITHOUT LIMITATION, LIBEL, DEFAMATION, RIGHT OF PUBLICITY AND INVASION OF PRIVACY. AGRISCHOOL RESERVES ITS RIGHT TO ALL FORMS OF EQUITABLE AND LEGAL RELIEF RELATED TO FRAUD OR ILLEGAL ACTIVITY CONNECTED TO THE USE OF OUR WEB SITES.

27. We provide this site and the associated services in connection with one or more affiliated companies and third party agents. Any terms and conditions related to the disclaimer of warranties, your obligation to indemnify Agrischool, and your available remedy in the event of any dispute apply equally with respect to these affiliated companies and agents.

28. THIS SITE, ITS CONTENT, AND ANY ASSOCIATED SERVICES ARE PROVIDED BY AGRISCHOOL ON AN "AS IS" AND "AS AVAILABLE" BASIS. AGRISCHOOL MAKES NO REPRESENTATIONS OR WARRANTIES OF

ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE, TO THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THIS SITE, OR TO THE FUNCTIONALITY OF ANY SERVICES ASSOCIATED THEREWITH. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, AGRISCHOOL DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, OF WORKMANLIKE EFFORT, OF SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF CONTENT, OR OF NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OR TRADE. FURTHER, AGRISCHOOL MAKES NO REPRESENTATIONS OR WARRANTIES THAT THIS SITE AND/OR ITS CONTENTS ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. AGRISCHOOL IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, PHOTOGRAPHY OR ANY OTHER CONTENTS ON THIS SITE.

29. BY USING THIS SITE, YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE, INCLUDING YOUR USE OF ANY AND ALL ASSOCIATED CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR ACCESSED FROM OR THROUGH THIS SITE, AND ANY ASSOCIATED SERVICES IS SOLELY AT YOUR OWN RISK. AGRISCHOOL DOES NOT WARRANT OR GUARANTEE THAT ITS WEB SITE, SERVERS OR E-MAILS SENT BY OR ON BEHALF OF AGRISCHOOL S ARE FREE OF VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS. FURTHER, AGRISCHOOL DOES NOT GUARANTEE THE CONTINUOUS, UNINTERRUPTED AND ERROR-FREE OPERATION OF ITS WEB SITE, NOR THAT ALL COMMUNICATIONS BETWEEN YOU AND AGRISCHOOL, OR BETWEEN YOU AND ANY OTHER USER OF THE WEB SITE, WILL BE SECURE FROM ACCESS OR INTERFERENCE BY THIRD PARTIES.

30. AGRISCHOOL WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM OR OTHERWISE RELATED TO YOUR USE OF OR INABILITY TO USE THIS SITE OR THE ASSOCIATED SERVICES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES, EVEN IF AGRISCHOOL HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, AGRISCHOOL WILL NOT BE LIABLE FOR ANY DAMAGE TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESSING OR USE OF THIS WEB SITE, OR FROM YOUR DOWNLOADING OF ANY MATERIALS FROM THIS SITE, OR FOR ANY DAMAGES ARISING OUT OF A THIRD PARTY'S UNAUTHORIZED ACCESS TO AND USE OF YOUR PERSONAL INFORMATION STORED ON OUR COMPUTERS AND/OR SERVERS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF AGRISCHOOL, ITS PARENT, SUBSIDIARIES OR AFFILIATES — WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY — ARISING OUT OF OR RELATING TO THE USE OF THIS SITE EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO AGRISCHOOL FOR ACCESS TO OR USE OF THE SITE.

31. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

32. You agree to indemnify, defend and hold harmless Agrischool, its subsidiaries, agents, distributors and affiliates, and their officers, directors and employees, from and against any claim, demand, damages, cost and expenses, including reasonable attorney fees, arising from or related to your use of this site and the services provided in connection with the site, or your breach of any provision of this Agreement or any warranty provided hereunder.

33. You agree that if you are dissatisfied with this site or any services offered in connection with the site, if you do not agree with any part of this Agreement, or you have any other dispute or claim with or against Agrischool with respect to this Agreement or the site, your sole and exclusive remedy is to discontinue using the site and any services offered in connection with the site.

34. This web site is created and maintained by Agrischool in the State of Illinois. You agree that the laws of the State of Illinois without giving effect to any principles of conflicts of laws will govern this Agreement and any dispute of any sort that may arise between you and Agrischool or its affiliates. Regardless of where you access this web site, you agree that any action or proceeding arising out of this Agreement or your use of this web site, whether at law or in equity, must be brought in the state or federal courts serving Piatt County, Illinois and you hereby irrevocably and unconditionally consent to the exclusive personal jurisdiction of such courts. You further agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

## Copyright Infringement Claims

35. Agrischool respects the intellectual property rights of third parties, and complies with the terms of the Digital Millennium Copyright Act (DMCA) regarding such rights. Agrischool reserves the right to remove access to infringing material posted to its sites. Such actions do not affect or modify any other rights Agrischool may have under law or contract. If you believe that any portion of the material contained on this site infringes your copyright, notify Agrischool of your claim in accordance with the following procedure. We will take appropriate action as required by the Digital Millennium Copyright Act (DMCA), 17 U.S.C. § 512(c)(3).

Written Notification must be submitted to this site's Designated Agent:

Sarah Probst Miller

1109 N State St

Monticello, IL 61856

help@porkavenuetraining.com

To be effective, the Notification must be in writing and contain the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of the written Notification containing the information outlined above, Agrischool will:

- Remove or disable access to the material that is alleged to be infringing;
- Forward the written notification to such alleged infringer;
- Take reasonable steps to promptly notify the alleged infringer that it has removed or disabled access to the material.

A Counter Notification will be effective if in writing, provided to the Designated Agent, and including substantially the following:

- A physical or electronic signature of the alleged infringer;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- The alleged infringer's name, address, and telephone number, and a statement that the alleged infringer consents to jurisdiction of Federal District Court for the judicial district in which the address is located or, if outside of the United States, for any judicial district in which Agrischool may be found, and that the alleged infringer will accept service of process from the person who provided notification or the agent of such person.

Upon receipt of a Counter Notification containing the information outlined above, Agrischool will:

- promptly provide the complaining party with a copy of the Counter Notification;
- inform the complaining party that it will replace the removed material within ten (10) to fourteen (14) business days following the receipt of the Counter Notification, provided our Designated Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain alleged infringer from engaging in infringing activity relating to the material on our network or system.

This process only relates to reporting a claim of copyright infringement. Messages related to other matters will not receive a response through this process.

### **General Information**

36. This Agreement represents the entire understanding between the parties regarding your use of this site, and supersedes all other agreements, express or implied, between you and us. This Agreement shall not be modified except as provided for herein or except in writing, signed by an authorized representative of Agrischool. If any provision of this Agreement is determined to be invalid or unenforceable for any reason whatsoever, the remainder of this Agreement shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of this Agreement. Our failure to act with respect to a breach of this Agreement by you or others does not constitute a waiver of our rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under this Agreement.

37. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

38. Any rights not expressly granted herein are reserved.

### **Contact Information**

If you have any questions or suggestions regarding these terms, please contact us at:

Sarah Probst Miller

1109 N State St

Monticello, IL 61856

help@porkavenuetraining.com

### **Additional Information**

Thank you for visiting the Pork Avenue Training Portal an Agrischool web site.

## **Privacy Policy**

The privacy of your personal information is afforded the highest level of importance by the Agrischool Pty Ltd. and their partners ("Agrischool").

This Privacy Policy sets our information handling procedures and the rights and obligations that both you and we have in relation to your personal information. In the event of any inconsistency, the legislative requirements will override the provisions of this document.

Information on the companies operating within Agrischool can be obtained by request from our Privacy Officer, using the contact details at the end of this document. By visiting our website, you are indicating agreement to Agrischool's use of your personal information as outlined in this policy.

Agrischool is sensitive to your concerns about how we use the personal information we collect from you through Agrischool's website (the "Site") and other plug-ins when exchanging information with Agrischool ("Applications"). (The Site and Applications are sometimes collectively referred to as "Online Services" for simplicity.) Agrischool takes your privacy seriously and has implemented this privacy policy (the "Privacy Policy") and internal policies and practices to keep your personal and financial information secure. The Privacy Policy covers Agrischool's treatment of the Personally Identifiable Information we collect when you use the Online Services. It also describes the choices available to you regarding our use of your personal information and how you can access and update this information. This Privacy Policy is incorporated into our Terms of Use Agreement and governs your use of the Online Services. By using Agrischool Online Services, you accept the terms of this Privacy Policy. If you have questions or concerns about the Privacy Policy, please contact Customer Care at [help@porkavenuetraining.com](mailto:help@porkavenuetraining.com).

This policy is intended to be in compliance with the applicable privacy laws and regulations of each country in which Agrischool operates and from which personally identifiable information is collected. To the extent the laws of a country may prohibit Agrischool from using and sharing personal information in a way described in this Policy, the Policy and Agrischool practices shall be deemed modified to be consistent with such local laws.

### **What kinds of personal information do we collect?**

The kinds of personal information that we collect and hold may include Traffic Data. Agrischool may collect a variety of visitor data such as IP addresses, browser settings, internet service provider (ISP) information, referring/exit pages, operating systems, date/time stamps, and clickstream data (collectively "Visitor Data"). The Agrischool internal servers and software automatically recognize Visitor Data. No Personally Identifiable Information is collected in this process. The Site may use Visitor Data to compile traffic data about the types of visitors who use the Site at specific intervals and to prevent fraud (collectively "Traffic Data"). We may use Traffic Data to analyze Site traffic, but this information is not examined for Personally Identifiable Information. We may also use Traffic Data to diagnose problems with our server, administer our Site, or display content according to your preferences. Visitor Data and Traffic Data may also be shared with business partners, affiliates, or advertisers on an aggregated and anonymous basis.

**Cookies.** A cookie is small data file that websites commonly write to the site visitor's hard drive when a site is visited. A cookie file contains information that can identify a return visitor each time he or she visits our site. The data is encrypted for added security. Agrischool's websites may use cookies as a way to measure activity and traffic patterns on the site in order to continually improve the visitor's experience. Cookies also provide visitors the convenience of not having to log in a password more than once on an Agrischool site, thereby saving the visitor time while on our site.

**Third Party Tracking.** The use of tracking technologies by our service providers, technology partners, or other third-party assets (such as social media links) on the site is not covered by our Privacy Policy. These third parties may use cookies, clear gifs, images, and scripts to help them better manage their content on our site. We do not have access or control over these technologies. We do not tie the information gathered to our Customers' or Users' Personally Identifiable Information.

**Personal Information.** Agrischool requires each customer to provide us with personal information (collectively "Personally Identifiable Information") to access and use Agrischool products and services. Personally Identifiable Information is captured only when a visitor accesses Online Services or speaks on the phone with an Agrischool employee and willingly discloses that information. This disclosure may occur when a visitor registers with an Online



Service, engages in transactions, contacts customer service, or participates in contests, promotions, surveys, forums, content submissions, requests for suggestions, or other aspects of services offered by Agrischool.

Personally Identifiable Information includes: (i) Contact Data (such as your name, address, city, state, zip code, phone number, and email address); (ii) Financial Data (such as your credit card number, expiration date, and verification code or bank account information) only with your prior consent, and (iii) "Demographic Data" (such as your zip code and sex). Our site may request additional information from users by means of surveys. Participating in these surveys is completely voluntary, and the user has the choice whether or not to disclose additional information that may be requested. Information requested through surveys may include additional demographic information.

In addition to the foregoing Personal Information, each site automatically logs information about a visitor from the browser used to access the site. This includes information about the IP address of the visitor and the pages in the site visited from that address. This information is referred to as Visit Information. While some jurisdictions consider IP addresses to be personal information, none of this Visit Information is used by Agrischool. Visit Information will be used by Agrischool to diagnose problems with its web servers; to administer, design, and construct its websites; to track visitor movements on the websites; and to gather broad demographic information for aggregate use only.

**Agrischool uses this information for the sole purpose of administering its services for our customers and does not use such information for any other reason.**

#### **How do we collect and hold personal information?**

We will only collect personal information where it is reasonably necessary to do so for the conduct of our business. Any collection of personal information by us will be fair and lawful and will not be intrusive.

We will collect personal information about you in the following ways:

- if you provide your information by telephone or facsimile;
- if you contact us via email or submit your information through our website;
- if you purchase products from us or require us to provide services to you;
- if you opt in or participate in any of our social media sites; and/or
- if you participate in any of our promotions, subject to the terms and conditions of that promotion.

If it is reasonable and practical, we will collect your personal information only from you. In the course of operating our business, however, we may collect personal information from third parties such as suppliers, advertisers, mailing lists, recruitment agencies, contractors, and business partners.

If we collect personal information about you from a third party, we will, where appropriate, request that the third party inform you that we are holding such information, explain how we will use and disclose it, and let you know that you may contact us to gain access to and correct and update the information.

When we collect personal information from you, we will take reasonable steps to notify you or ensure that you are otherwise aware of:

- the Agrischool entity that is collecting your personal information and its contact details;
- how we have collected your personal information and whether that collection is required or authorized by law;
- the purposes of collection;
- the consequences if personal information is not collected (such as if this will affect our ability to provide products or services to you);
- the usual situations in which we disclose personal information of the kind collected;
- information about this Privacy Policy; and
- whether we are likely to disclose personal information to overseas recipients and, if practicable, the relevant countries in which they are located

Some of the above information is included in this Privacy Policy.

## **How do we hold personal information?**

We will hold personal information as physical records, electronic records on our servers, or, in some cases, electronic records on third-party servers, which may be located overseas.

We take active steps to hold all hard copy and electronic records of personal information in a secure manner to ensure that they are protected from misuse; interference and loss; and unauthorized access, modification, or disclosure.

We have procedures in place to destroy or de-identify personal information once it is no longer needed for a valid purpose or required to be kept by law.

## **Purposes for which we collect, hold, use, and disclose personal information**

In general, members of Agrischool will collect, hold, use, and disclose personal information for the purposes of providing or offering goods and services to you. We will take reasonable steps to ensure that the personal information about you that we hold is accurate and up-to-date.

By providing us with your personal information, you consent to us using and disclosing your personal information for the following purposes:

- providing you with news and information about our products and services;
- sending you marketing and promotional material that we believe you may be interested in, either from any of our related entities or a third-party business that we determine may be of interest to you;
- complete the transaction for goods or services requested by you;
- personalizing your experience with our products and services, for example, via connectivity with social media services;
- using Survey Information in a primarily aggregate form to provide Agrischool with information on customer needs, product design, market demand, etc.; and
- conducting competitions or promotions on behalf of us and selected third parties.

Personal Information, as well as Visit Information collected at an Agrischool site, may be used by security personnel if deemed necessary to protect Agrischool from a threat or other perceived security risk, and such information may be shared with law enforcement if appropriate.

Agrischool may also share Personal Information about website visitors with third parties under the following circumstances:

- when you consent to disclosure;
- to comply with the law, court orders, subpoenas, or the legal process;
- to enforce or apply Agrischool's agreements or protect Agrischool and its rights;
- by operation of law, when such Personal Information is transferred as a part of a sale of assets, including the assets represented by this site; or
- in the event that Agrischool or substantially all of its assets are acquired outside of the ordinary course of business, and such Personal Information may be one of the transferred assets.

You may opt out of receiving marketing and promotional material from the Group at any time by contacting our Privacy Officer, using the contact details at the end of this document.

A number of laws require the provision of personal information to third parties, including the Corporations Act 2001 (Cth). The precise information required to be provided will vary depending on the circumstances requiring disclosure of that information.

We may also use or disclose personal information about you to avoid, lessen, or prevent a serious emergency or crime. If we use or disclose personal information about you in those circumstances, we will make a written record of such use or disclosure.

We may disclose personal information to our related bodies or corporate partners, third parties such as our suppliers or organizations that provide us with technical and support services, or our professional advisors, where permitted by the Act.

Any disclosure that is required to be made to any third party will be made primarily for the purpose of providing or offering goods and services to you. If we disclose information to a third party, we generally require that the third party protect your information to the same extent that we do.

### **How can you access your personal information?**

You have a right to request access to your personal information and to request its correction if it is out of date or incorrect.

You may request access or correction at any time by sending a written request to our Privacy Officer, using the contact details at the end of this document.

You do not need to provide a reason for your request for access to your personal information. We may charge a small fee for providing access to your personal information if it requires a significant amount of time to locate or collect your information or to present it in an appropriate form. We will not charge you to correct your personal information that we hold in our records.

We will respond to all requests for access to or correction of personal information within a reasonable time after receiving the request.

Please note there may be circumstances in which we are not able to provide you with access to your information, such as where the requested access will have an unreasonable impact upon the privacy of others or where we are required by law to withhold the information. If we are unable to provide you with access to your information or make the amendments you requested, we will provide you with reasons for this decision.

### **Opting in/Opting Out**

Upon registering at any Agrischool website that collects Personal Information, visitors will be given an opportunity to determine whether they wish to receive promotional materials from Agrischool or from its trade partners. The manner and method in which an Agrischool site permits users to opt out of receiving such materials will be described on the individual site collecting that Personal Information. If the user would like to opt out at a later time, he may do so by following the instructions on the site where the original request was made or the instructions contained in the email messages delivering such materials to him/her.

You may withdraw your consent to the collection or use of your Personal Information at any time by sending an email message to [help@porkavenuetraining.com](mailto:help@porkavenuetraining.com) and identifying yourself and describing the Personal Information you believe has been collected through this site.

### **Retention of Personal Information**

Agrischool will periodically delete Personal Information collected from visitors to its websites if it is no longer needed for any purpose for which the information may be used or disclosed under the terms of this Policy.

### **Security**

Agrischool takes precautions to protect users' information. Our safeguards include technical means and policies and procedures that our staff is trained to follow. In any event in which an Agrischool website is hosted by a third party, these safeguards shall also apply. If as a registered user you receive a password, keep it confidential; it provides access to the information held by Agrischool about you. If you leave your computer's Internet browser running and someone else uses your computer, that user will be able to access your account; if your computer is not physically secure, remember to shut down your browser before you leave it.

We try to reduce the likelihood of accidental disclosures and unintended access and modification of account information, but it is impossible to eliminate this possibility completely. When users submit sensitive information via the website, their information is protected both online and offline.

### **Protecting Your Own Privacy**

Please keep in mind that when you voluntarily disclose personal information online, that information can be collected and used by others. Ultimately, you are solely responsible for maintaining the secrecy of your passwords and/or any account information.

### **Changes to Policy**

If Agrischool decides to change its privacy policies and practices, we will post those changes to our Privacy Policy on our website in advance of the changes taking effect so our users are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. If at any point we decide to use Personally Identifiable Information in a manner different from that stated at the time it was collected, we will notify users. Users will have a choice whether we use their information in this different manner. We will continue to be able to use information in accordance with the Privacy Policy under which the information was collected.

### **Complaint Procedures**

If you believe that we may have breached privacy laws or failed to comply with this policy, or you have a question about this Privacy Policy, you may direct your concerns/query to our Privacy Officer, using the contact details at the end of this document.

We take all complaints seriously and will respond to you within a reasonable period.

### **Cross Border Disclosures of Information**

Agrischool may disclose personal information between its related bodies corporate, where permitted by the Act.

We are not likely to disclose your personal information to overseas recipients. If we do, we will do so where necessary or useful in the course of operating our business and only with your consent or otherwise in accordance with the Australian Privacy Principles and other applicable laws.

You consent to us disclosing your personal information to any such overseas recipients for purposes necessary or useful in the course of operating our business and agree that APP 8.1 will not apply to such disclosures.

If you do not want us to disclose your information to overseas recipients, please let us know.

### **General**

Where practicable, we will allow you to deal with us anonymously or under a pseudonym. This option will not be available when we are required or authorized by law to deal with individuals who have properly identified themselves or if we need to verify your identity in order to provide products or services to you. Further, if you choose not to give us personal information that we request from you, we may not be able to provide you with any goods or services you have asked us to supply.

This document reflects our Privacy Policy as of December 3, 2014, and replaces all previous Privacy Policies. We may amend our Privacy Policy at any time by posting an updated Privacy Policy on our website, and such updated Privacy Policy will be effective from the date of posting or such future date as we specify.

### **Privacy Officer**

Our Privacy Officer can be contacted as follows:

Sarah Probst Miller

1109 N. State St. Suite E

Monticello, IL 61856

help@porkavenuetraining.com