



Terms, Conditions & Privacy

These terms and conditions shall govern your use of our software applications (websites, mobile applications, software services, etc.). By using any software application made available to you by the **Cotton Research & Development Corporation (CRDC)**, you accept these terms and conditions in full.

Terms & Conditions

BY USING, DOWNLOADING OR ACCESSING THE APPLICATION, YOU ARE TAKEN TO HAVE READ, UNDERSTOOD AND AGREED TO THE FOLLOWING TERMS AND CONDITIONS.

1. Definitions

- i. **ACL** means the *Australian Consumer Law*, as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- ii. **Application** means any software application (websites, mobile applications, software services, etc.) made available to you by the CRDC;
- iii. **CRDC** means the Cotton Research & Development Corporation; and
- iv. **Loss** means any loss, damage, injury, cost, expense or liability (including all legal costs, whether incurred or awarded).

2. Licence

- i. CRDC grants you a non-exclusive, non-transferable, non-sublicensable licence to use the Application for your own internal purposes subject to these terms and conditions.
- ii. You must only use, download or access the Applications on devices you control.
- iii. You acknowledge and agree that the Application is owned by or licensed to CRDC and that the use, download or access to the Application by you does not give you any intellectual property rights in the Application other than use rights in accordance with these terms.

3. Terms of use

- i. CRDC may but is not obliged to make updates to the Application from time to time.
- ii. You acknowledge and agree that the Application may not be available from time to time. CRDC may interrupt any service or access to the Application for any reason and without notice to you including but not limited to for maintenance of the Application, or at any time cease offering the Application to you.
- iii. You must not, in connection with use of the Application:
 - (a) perform any illegal or unlawful act;
 - (b) infringe the intellectual property rights of any person;
 - (c) engage in any fraudulent, harassing, defamatory, discriminatory or offensive behaviour; or
 - (d) act in a manner that is unacceptable to CRDC.
- iv. CRDC may change these terms from time to time. Each time you access the Application, you are taken to have read these terms and by continuing to use the Application, you accept these terms as amended.

4. Your obligations

- i. You must not:
 - (a) decompile, disassemble or reverse engineer the whole or any part of the Application; or
 - (b) make any modification to the Licensed Application.
- ii. You must at all times in connection with use of the Application, comply with all applicable laws and regulations.

5. Privacy

- i. CRDC is committed to protecting your privacy. Subject to this clause 5, all collection and use of data and personal information is handled in accordance with the Privacy Act 1988 (Cth), other applicable privacy legislation and according to our Privacy Policy located at: [CRDC Privacy Policy](#) and Privacy Statement located at: [CRDC Privacy Statement](#)
- ii. Subject to clause 5(iii), your personal information will not be used or disclosed for any other purpose (including with other government agencies) without your consent, unless this is expressly authorised under the Australian Privacy Principles.
- iii. Your name, contact details, and other identifiers (**Specific Personal Information**) may be used or disclosed in circumstances where you request (in the Application) the export of data in the Application to another program or application and where use or disclosure of the Specific Personal Information is required to enable an API between the Application and another program or application.
- iv. CRDC collects personal information for the following purposes:
 - (a) to monitor, evaluate and report to the Parliament, the Minister and its representative organisations on R&D activities that are co-ordinated or funded, wholly or partly, by CRDC;
 - (b) to disseminate and commercialise, and facilitate the dissemination, adoption and commercialisation of, the results of R&D activities;
 - (c) to co-ordinate or fund R&D activities and other programs and initiatives;
 - (d) to provide customer service support to stakeholders associated with CRDC programs, events and/or platforms; and
 - (e) for our internal business purposes (for example, to prepare metrics and analytics on CRDC's portfolio of research projects, or to collect website usage and engagement information).

6. Termination

Without limiting the circumstances in which CRDC may cease to offer the Application to you, if you breach any of these terms, CRDC may immediately terminate your access to the Application without any notice to you.

7. No warranty and limitation of liability

- i. To the maximum extent permitted by law (including the ACL), you acknowledge and agree that:
 - (a) the Application is provided 'as is' and you use the Application at your own risk;
 - (b) the Application contains third party material or data; and
 - (c) CRDC does not make any warranty or representation that the Application or those third party materials incorporated in the Application are accurate or complete, do not infringe the rights of any person, or are suitable for your purposes.
- ii. To the maximum extent permitted by law (including the ACL), you agree to irrevocably release and indemnify CRDC, (and any instrumentality, agency or department thereof) from and against any Loss suffered or incurred by any of them arising from use of the Application or other information derived from the Application.
- iii. To the maximum extent permitted by law (including the ACL), CRDC excludes all liability however arising (whether in contract, tort (including negligence) or breach of statute), and all warranties, guarantees and representations, in connection with your use of the Application. To the extent that CRDC is unable to exclude such liability, warranties, guarantees or representations, CRDC limits its liability (at its option) to the re-supply of the Application or the cost of supply of the Application.
- iv. To the maximum extent permitted by law (including the ACL), CRDC is not liable for any consequential or indirect loss or damage incurred by you in connection with your use of the Application, including loss of anticipated savings, loss of profits, loss of income, loss of revenue, loss of opportunity, loss or corruption of data or any loss or damage in connection with third party claims.

8. Miscellaneous

These terms are governed by the laws of New South Wales, Australia and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales.