

NET-ZERO FARMERS ACADEMY (NZFA)

TERMS AND CONDITIONS OF USE

Effective date: 2026/01/01

Last updated: 2026/10/20

1. Introduction and Acceptance of Terms

Access to and use of the Net-Zero Farmers Academy website, online learning platform, educational resources and associated digital services (collectively, the "Website") are provided by Net-Zero Farmers Academy ("NZFA", "we", "us" or "our").

These Terms and Conditions of Use ("Terms") govern your access to and use of the Website and any content, training, programmes, resources, tools or services made available through it.

By accessing or using the Website, you acknowledge that you have read, understood and agreed to these Terms. If you do not agree to these Terms, you must discontinue your use of the Website.

Where you access the Website on behalf of a farm, agricultural business, organisation, educational institution or other entity, you confirm that you are authorised to do so and that you have the authority to accept these Terms on its behalf.

2. Purpose of the Website

NZFA is an educational and knowledge-sharing platform intended to support farmers, agricultural professionals, agricultural businesses, students and other interested persons in understanding and implementing sustainable and net-zero farming practices.

The Website may provide educational materials, courses, training programmes, research, articles, videos, practical guides, case studies, tools, calculators, assessments, downloadable resources and other information relating to agriculture, climate change, sustainability, greenhouse gas emissions, soil health, biodiversity, regenerative agriculture and related topics.

The Website is provided for educational and informational purposes. Unless expressly stated otherwise, access to the Website does not establish a professional

advisory, consultancy, certification or other contractual relationship between NZFA and any user.

3. Monitoring and Security

NZFA may monitor activity on the Website to the extent reasonably necessary for purposes including maintaining security, preventing fraud and misuse, administering user accounts, improving the Website, ensuring compliance with these Terms and meeting applicable legal obligations.

Such monitoring may include technical logs, website usage information, account activity and other information collected in accordance with the NZFA Privacy Policy and applicable law.

NZFA may investigate suspected misuse of the Website and take reasonable measures to protect its systems, users, content and services.

4. Permitted Use of Information and Educational Materials

Subject to these Terms and any additional conditions specified for particular materials, you may access, view, download, store, display and print content made available through the Website for your personal, educational and internal non-commercial use.

You may use the educational information to inform your own farming practices, learning activities and sustainability initiatives, provided that you do so lawfully and in accordance with any applicable licence or attribution requirements.

Unless expressly authorised in writing by NZFA or permitted by applicable law, you may not:

- a. reproduce, republish, distribute, sell, licence or commercially exploit Website content;
- b. copy, modify, translate, adapt or create derivative works from Website content for commercial distribution;
- c. upload, transmit or redistribute Website materials to another platform or third party in a manner that infringes NZFA's or another party's rights;
- d. remove, conceal or alter copyright notices, trademarks, acknowledgements or other proprietary notices;

e. use Website content to misrepresent your qualifications, experience, certification or endorsement by NZFA; or

f. use Website content in a manner that is unlawful or infringes the rights of another person.

Where a resource is expressly made available under a separate licence, that licence will govern the permitted use of the resource to the extent of any inconsistency with these Terms.

NZFA reserves the right to add, amend, update, suspend or remove Website content and services from time to time.

Nothing in these Terms transfers ownership of intellectual property to you except for the limited rights of use expressly granted under these Terms.

5. Intellectual Property Rights

Unless otherwise indicated, the Website and its original content, branding, logos, designs, text, graphics, videos, course materials, learning resources and other materials are owned by or licensed to NZFA and are protected by applicable intellectual property laws.

Third-party materials made available through the Website remain the property of their respective owners and may be subject to separate terms and conditions.

You may not use the NZFA name, logo, branding or other protected materials in a way that suggests an official partnership, endorsement, accreditation or affiliation without prior written permission.

Nothing in these Terms prevents you from exercising rights that cannot lawfully be restricted under applicable law.

6. Educational Information and No Guarantee of Results

The information, training and resources provided by NZFA are intended to support learning and informed decision-making in agriculture and sustainability.

Although NZFA endeavours to provide useful, relevant and reliable information, agricultural conditions and outcomes vary according to factors such as climate, soil type, location, farm size, available resources, production systems, market conditions and farming practices.

NZFA does not guarantee that the adoption of any practice, technique, recommendation, methodology or resource will produce a particular agricultural, environmental, financial or business outcome.

Information concerning emissions reduction, carbon sequestration, soil health, regenerative agriculture, net-zero pathways and sustainability performance may be based on available research, industry guidance, assumptions or illustrative examples. Such information may not be suitable for every farm or agricultural operation.

You are responsible for assessing the suitability of any information for your circumstances and, where appropriate, obtaining advice from suitably qualified agricultural, environmental, technical, financial or legal professionals.

Unless expressly stated otherwise, information on the Website does not constitute a guarantee of certification, regulatory compliance, carbon-credit eligibility, environmental performance or achievement of net-zero status.

7. No Professional or Regulatory Advice

Nothing on the Website constitutes professional agricultural, veterinary, environmental, financial, legal, tax or regulatory advice tailored to your particular circumstances.

The provision of general educational information does not replace site-specific assessments, professional consultation, applicable regulatory requirements or independent verification.

Users remain responsible for ensuring that their farming activities comply with applicable laws, regulations, permits, standards and contractual obligations.

Any reference to a standard, methodology, certification scheme, product, organisation or third-party service is provided for informational purposes and does not necessarily imply endorsement by NZFA.

8. No Warranties and Availability of Content

The Website and its content are provided on an "as is" and "as available" basis, subject to any rights or protections that cannot lawfully be excluded.

To the maximum extent permitted by applicable law, NZFA makes no express or implied warranty that the Website or its content will be uninterrupted, error-free, secure, complete, accurate, current or suitable for a particular purpose.

NZFA does not undertake to update all materials continuously or to notify users individually of every change, correction or development.

Content may be changed, corrected, suspended or withdrawn without prior notice.

Nothing in these Terms excludes or limits any warranty, statutory right or remedy that cannot lawfully be excluded or limited.

9. Limitation of Liability

To the maximum extent permitted by applicable law, NZFA shall not be liable for losses arising from:

- a. reliance on information provided through the Website without appropriate independent assessment;
- b. the adoption or implementation of farming practices, sustainability measures or emissions-reduction strategies;
- c. errors, omissions, outdated information or changes in the availability of Website content;
- d. temporary interruptions, technical failures, system outages or communication disruptions;
- e. unauthorised access to, alteration of or loss of information resulting from circumstances beyond NZFA's reasonable control; or
- f. the use of, or inability to access, third-party websites, products or services linked to or referenced on the Website.

To the maximum extent permitted by law, NZFA shall not be liable for indirect, incidental, special or consequential loss, including loss of profits, business opportunities, anticipated savings, agricultural production or data.

Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, gross negligence where such exclusion is prohibited, death or personal injury caused by negligence where applicable law prohibits exclusion, or any other liability that cannot lawfully be excluded or limited.

10. Website Security and Technical Interruptions

NZFA takes reasonable measures to maintain the security and functionality of the Website. However, no website, internet connection or electronic system can be guaranteed to be completely secure or continuously available.

Users acknowledge that access may occasionally be affected by maintenance, technical failures, internet connectivity issues, cyber incidents, system capacity limitations or circumstances outside NZFA's reasonable control.

You are responsible for maintaining appropriate security on your own devices, protecting your login credentials and using suitable antivirus and other protective measures where appropriate.

You must notify NZFA promptly if you become aware of unauthorised access to your account or a suspected security vulnerability affecting the Website.

11. User Accounts and Acceptable Use

Where the Website permits registration or account creation, you agree to provide information that is accurate and not misleading and to keep your account information reasonably up to date.

You are responsible for maintaining the confidentiality of your login credentials and for activity conducted through your account, subject to applicable law.

You must not:

- a. use the Website for unlawful, fraudulent or deceptive purposes;
- b. attempt to gain unauthorised access to accounts, systems or restricted content;
- c. interfere with the operation, availability or security of the Website;
- d. upload malicious software or content intended to damage or disrupt systems;
- e. impersonate another person or misrepresent your affiliation with an organisation;
- f. submit content that infringes intellectual property, privacy or other legal rights; or
- g. use automated means to extract or collect Website content in violation of these Terms or applicable law.

NZFA may suspend or terminate access where it reasonably believes that a user has breached these Terms, poses a security risk or has used the Website unlawfully. Where reasonably practicable and appropriate, NZFA may provide notice of the relevant action.

12. Third-Party Websites, Products and Services

The Website may contain links to third-party websites, publications, research, tools, agricultural suppliers, technology providers, certification bodies or other external resources.

These links are provided for convenience and informational purposes. NZFA does not necessarily own, operate, control, verify or endorse third-party websites, products, services or content.

Accessing a third-party website is at your own discretion and subject to that third party's terms and privacy practices.

NZFA is not responsible for the availability, accuracy, security, legality or content of third-party websites, or for any loss arising from your use of them, to the extent permitted by applicable law.

13. Indemnity

To the extent permitted by applicable law, you agree to indemnify NZFA against reasonable losses, liabilities, costs and expenses arising directly from your unlawful use of the Website, your material breach of these Terms or your infringement of another person's rights.

This provision does not apply to the extent that a loss results from NZFA's own negligence, wilful misconduct or breach of law, or where such an indemnity would otherwise be unlawful.

14. Privacy and Personal Information

NZFA may collect and process personal information in connection with the operation of the Website, user registration, course administration, training activities, communications and other services.

The collection, use, storage, disclosure and protection of personal information are governed by the NZFA Privacy Policy, which forms part of the Website's terms of use.

By using the Website, you acknowledge that personal information may be processed in accordance with that policy and applicable data protection legislation.

15. Changes to These Terms

NZFA may amend these Terms from time to time to reflect changes in its activities, services, technology, operational requirements or applicable law.

The revised Terms will be published on the Website with an updated effective or revision date.

Changes will take effect from the date specified in the revised Terms, subject to applicable law. Where required, NZFA will provide additional notice or obtain consent before implementing material changes.

Your continued use of the Website after the effective date of revised Terms constitutes acceptance of those changes where legally permissible.

16. Suspension and Termination

NZFA may suspend, restrict or discontinue all or part of the Website or a user's access where reasonably necessary for security, maintenance, legal compliance, operational reasons or enforcement of these Terms.

NZFA may also discontinue particular courses, resources or services, subject to any separate contractual commitments or applicable consumer rights.

Termination of access does not affect provisions that by their nature are intended to continue, including provisions concerning intellectual property, liability, indemnity, privacy and dispute resolution.

17. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of **[insert applicable country and jurisdiction]**, subject to any mandatory legal protections that apply to users.

The parties will endeavour to resolve disputes arising from these Terms through good-faith discussions before commencing formal proceedings, where appropriate and legally permissible.

Nothing in this clause limits any rights a user may have to approach a competent court, regulator or other authorised body.

18. General Provisions

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue to apply to the extent permitted by law.

A failure or delay by NZFA to enforce a provision does not constitute a waiver of its rights.

These Terms, together with the NZFA Privacy Policy and any applicable additional terms for specific services, constitute the terms governing use of the Website, subject to any separate written agreement.

If there is a conflict between these Terms and a separate written agreement applicable to a particular service, the separate agreement will prevail to the extent of the conflict.

19. Contact Details

For questions about these Terms, please contact:

Net-Zero Farmers Academy (NZFA)

Legal or Administrative Enquiries

Email: [Insert official NZFA email address]

Website: [Insert official NZFA website URL]

Address: [Insert registered or business address]

NET-ZERO FARMERS ACADEMY (NZFA)

PRIVACY POLICY

Effective date: [Insert date]

Last updated: [Insert date]

1. Your Privacy Is Important to NZFA

Net-Zero Farmers Academy ("NZFA", "we", "us" or "our") respects the privacy of individuals who visit our Website, register for courses, participate in training programmes, access learning resources or otherwise interact with our services.

This Privacy Policy explains how NZFA may collect, use, store, disclose and protect personal information and describes the choices and rights available to individuals under applicable data protection legislation.

This policy applies to personal information processed through the NZFA Website, online learning platforms, communications, registrations, training programmes and related activities.

NZFA will process personal information in accordance with applicable law, including, where applicable, the Protection of Personal Information Act 4 of 2013 (POPIA) of South Africa.

2. The Personal Information We Collect

The personal information collected will depend on how you interact with NZFA and which services you use.

2.1 Information You Provide Directly

NZFA may collect information that you voluntarily provide, including:

- Your name and contact details, such as email address, telephone number and postal address.
- Your organisation, farm or business name, job title, occupation and professional role.
- Account registration details and login-related information.
- Course applications, enrolment information, attendance records, assessment results and certificates issued through NZFA programmes.
- Enquiries, feedback, survey responses and correspondence.
- Information you choose to provide about your agricultural activities, farming practices, sustainability goals or training requirements.
- Photographs, videos, testimonials or other materials you submit for educational, promotional or programme-related purposes, subject to applicable permissions and consent requirements.
- Information relating to payments or transactions where paid services are offered, noting that payment card information may be processed by an external payment provider.

You should avoid submitting unnecessary sensitive personal information through the Website.

2.2 Information Collected Automatically

When you visit the Website, NZFA or its authorised service providers may collect certain technical and usage information, where applicable, including:

- Internet Protocol (IP) address.
- Browser type, device type and operating system.

- Date, time and duration of visits.
- Pages viewed, links followed and interactions with Website features.
- Referring websites and general diagnostic information.
- Website performance, error logs and security-related information.

This information may be collected through server logs, cookies, analytics tools or similar technologies, depending on the Website's configuration and your privacy choices.

2.3 Information Received from Other Sources

Where lawful and appropriate, NZFA may receive information from organisations involved in delivering training, administering programmes, coordinating agricultural initiatives or supporting course participation.

For example, a participating organisation may provide enrolment or attendance information where it has a lawful basis to do so.

NZFA will take reasonable steps to ensure that personal information obtained from other sources is handled in accordance with applicable law.

3. Why We Use Personal Information

NZFA may process personal information for the following purposes:

- a. to register users, administer accounts and provide access to the Website;
- b. to enrol participants in courses, workshops, training programmes and other educational activities;
- c. to deliver learning materials, administer assessments, record attendance and issue certificates where applicable;
- d. to respond to enquiries, provide support and communicate information about programmes and services;
- e. to understand user needs and improve the relevance, accessibility and effectiveness of educational resources;
- f. to evaluate programme participation and outcomes, including agricultural sustainability and training-related outcomes, where appropriate;
- g. to conduct research, reporting and statistical analysis, using aggregated or de-identified information where reasonably practicable;

- h. to maintain the security, functionality and integrity of the Website;
- i. to detect and prevent fraud, misuse, unauthorised access and other unlawful activities;
- j. to meet legal, regulatory, contractual, auditing and record-keeping requirements; and
- k. to send updates, newsletters, invitations or information about NZFA activities where permitted by law and, where required, with your consent.

NZFA will not use personal information for purposes that are incompatible with the purposes for which it was collected unless a lawful basis exists or any required consent has been obtained.

Where consent is the applicable legal basis, you may withdraw that consent subject to applicable law. Withdrawal does not affect the lawfulness of processing carried out before withdrawal.

4. Legal Basis for Processing

Where required by applicable data protection law, NZFA will identify and rely on an appropriate legal basis for processing personal information.

Depending on the circumstances, this may include:

- Your consent.
- The performance of a contract or steps taken at your request before entering into a contract.
- Compliance with a legal obligation.
- A legitimate interest pursued by NZFA or another party, where permitted by law and subject to applicable safeguards.
- Another lawful justification recognised by applicable legislation.

Where NZFA relies on consent, you may withdraw it in accordance with this policy and applicable law.

5. Sharing Personal Information Within NZFA

Access to personal information will be limited to persons who reasonably require it to perform their responsibilities.

Where NZFA operates through affiliated entities, programme partners or designated administrative teams, relevant information may be shared internally for legitimate

educational, operational, reporting or compliance purposes, subject to applicable law and appropriate safeguards.

NZFA will take reasonable steps to ensure that access is proportionate to the relevant purpose.

6. Disclosure to Third Parties

NZFA may share personal information with third parties where necessary and lawful, including:

- a. service providers supporting website hosting, online learning, communications, analytics, IT security, payment processing and administration;
- b. trainers, facilitators, assessors and programme administrators involved in delivering NZFA activities;
- c. funders, sponsors, institutional partners or programme coordinators where information sharing is necessary for agreed programme administration, reporting or evaluation and is lawful;
- d. professional advisers, auditors and insurers where reasonably necessary;
- e. public authorities, regulators, courts or law enforcement agencies where required or authorised by law; and
- f. other persons where you have provided the required consent or the disclosure is otherwise legally justified.

Where third parties process personal information on NZFA's behalf, NZFA will take reasonable steps to require appropriate confidentiality, security and data protection measures.

NZFA will not sell personal information as a commercial mailing list or disclose it to third parties for their independent marketing purposes without an appropriate lawful basis and any consent required by law.

7. Photographs, Testimonials and Programme Communications

NZFA may wish to document training activities, share participant experiences or communicate the impact of agricultural education programmes.

Where photographs, videos, testimonials, participant names or identifiable case studies are intended for public communications, NZFA will obtain consent or establish another lawful basis where required.

You may decline optional promotional participation without automatically losing access to unrelated educational services.

If you wish to withdraw permission for future use of a photograph, testimonial or other identifiable material, you may contact NZFA. Withdrawal will not necessarily require the removal of material already lawfully published or distributed where removal is not legally required or reasonably practicable, but NZFA will consider applicable rights and obligations.

8. Cookies and Website Analytics

The Website may use cookies and similar technologies to support essential functionality, remember preferences, maintain sessions, analyse website usage and improve the user experience.

Cookies are small text files or similar identifiers that may be stored on your device when you visit a website.

Depending on the technologies used, NZFA may use:

- Essential cookies required for basic website operation or security.
- Functional cookies that remember preferences.
- Analytics cookies that help understand how visitors use the Website.
- Other tracking technologies, where applicable and lawfully configured.

You may be able to manage cookies through your browser settings or any cookie preference tool provided on the Website. Disabling certain cookies may affect the availability or functionality of some features.

Where consent is legally required for non-essential cookies or tracking technologies, NZFA will seek that consent before activating them.

9. How We Protect Personal Information

NZFA will take reasonable technical and organisational measures to protect personal information against loss, unauthorised access, disclosure, misuse, alteration or destruction.

Depending on the nature of the information and the risks involved, these measures may include:

- Restricting access to authorised personnel.
- Using appropriate passwords, authentication and access controls.
- Maintaining relevant software updates and security safeguards.
- Using secure transmission methods where appropriate.
- Providing relevant personnel with privacy and security guidance.
- Reviewing security practices and addressing identified vulnerabilities.
- Requiring appropriate confidentiality and security obligations from service providers.

No method of electronic transmission or storage can be guaranteed to be completely secure. NZFA will nevertheless take reasonable steps to manage risks and respond appropriately to suspected personal information breaches.

If a security incident occurs, NZFA will assess its obligations and notify affected individuals and relevant authorities where required by law.

10. Data Retention

NZFA will retain personal information only for as long as reasonably necessary to fulfil the purposes for which it was collected, administer programmes, maintain appropriate educational records, resolve disputes and comply with applicable legal or contractual obligations.

Retention periods may differ depending on the type of information and the nature of the relationship.

When personal information is no longer required, NZFA will take reasonable steps to securely delete, destroy or de-identify it, subject to applicable legal requirements and legitimate record-retention needs.

11. International Transfers

Some NZFA service providers or technology platforms may store or process information in countries other than the country in which you reside.

Where personal information is transferred across borders, NZFA will take reasonable steps to ensure that the transfer complies with applicable data protection law and that appropriate safeguards are in place where required.

These safeguards may include contractual protections, recognised transfer mechanisms or other measures permitted by law.

12. Your Privacy Rights

Subject to applicable law and any relevant exceptions, you may have the right to:

- Request access to personal information NZFA holds about you.
- Request correction or updating of inaccurate, incomplete or outdated information.
- Request deletion or destruction of personal information where legally justified.
- Object to certain processing activities or request that processing be restricted where the law provides such rights.
- Withdraw consent where processing is based on consent.
- Object to certain direct marketing communications.
- Lodge a complaint with NZFA or the relevant data protection authority.
- Exercise any additional rights available under applicable data protection legislation.

Requests will be assessed in accordance with applicable law. NZFA may need to verify your identity before acting on a request and may decline or limit a request where a lawful exemption applies.

To exercise your rights, please use the contact details in Section 17 of this policy.

13. Direct Marketing and Communications

NZFA may send you administrative communications relating to your account, enrolment, training activities, certificates, service updates or other matters necessary to provide its services.

Where permitted by law, NZFA may also send information about upcoming programmes, educational opportunities, events, publications or related activities.

Where consent is required, NZFA will obtain it before sending direct marketing communications.

You may opt out of marketing emails by using the unsubscribe facility included in the communication or by contacting NZFA directly.

Opting out of marketing communications will not prevent NZFA from sending essential administrative or service-related communications where necessary.

14. Children's Personal Information

NZFA's services may be intended primarily for adults, farmers, agricultural professionals, students or other participants in educational programmes.

Where the Website or a programme involves children or persons who require special protection under applicable law, NZFA will take appropriate steps to ensure that personal information is collected and processed lawfully, including obtaining parental or guardian consent where required.

Parents or guardians who have questions about a child's personal information may contact NZFA using the details provided below.

15. Third-Party Websites and Services

The Website may contain links to external websites, learning platforms, research publications, agricultural tools or other third-party services.

Those services operate under their own privacy policies and practices. NZFA does not control the privacy practices of external providers and encourages users to review the relevant privacy notices before submitting personal information to them.

The inclusion of a third-party link does not, by itself, constitute an endorsement by NZFA.

16. Changes to This Privacy Policy

NZFA may update this Privacy Policy to reflect changes in its operations, services, technology, legal obligations or data protection practices.

The revised policy will be published on the Website with an updated effective or revision date.

Where required by law, NZFA will provide notice of material changes or obtain consent before implementing changes that require it.

Users are encouraged to review this policy periodically.

17. Contact Details and Privacy Enquiries

For privacy-related enquiries, requests to access or correct personal information, or concerns about how information is handled, please contact:

Net-Zero Farmers Academy (NZFA)

Attention: Privacy Officer / Information Officer

Email: [Insert official NZFA privacy email address]

Website: [Insert official NZFA website URL]

Address: [Insert registered or business address]

Please describe your request clearly and provide sufficient information for NZFA to identify the relevant records and respond appropriately.