



Precision Decisions

Portal v2 Terms and Conditions of Use

The following Terms and Conditions of Use apply to Precision Decisions Portal.

1. Throughout these Terms and Conditions of Use as a user or prospective user of the Site or the Services (as defined below) you are referred to as “You” or are described as “A User” or “The User”.
2. By accessing or using the Site you the User are consenting to and accept without limitation or qualification that you will be bound by these Terms and Conditions of Use.
3. Precision Decisions Portal is the software operating platform of Precision Decisions Ltd whose registered office is at Old Station Works, Station Lane, Shipton by Beningbrough, York, YO30 1BS. In these Terms and Conditions of Use “PD” means Precision Decisions Ltd.
4. The User means an individual (whether in his or her personal capacity or as the representative of a corporate body (whether incorporated with limited or unlimited liability) or on behalf of a partnership or limited liability partnership or on behalf of a public body of any type) who enters the Site and/or accesses and/or uses any Data or Services available on the Site. In these Terms and Conditions of Use “You” refers to a User.
5. The Site means the web site (or URL) entitled Precision Decisions Portal and accessed via the address: <https://portal.precisiondecisions.co.uk>
6. Data means all or any information which is contained in or represented by or referred to in, but not exhaustively, text, calculations, spreadsheets, drawings, maps, photographs, pictures, sketches, designs, plans or by any other means and which is input to any of the Services by any party or which otherwise appears in the Site.
7. Services means the online software facilities and tools provided by Precision Decisions Ltd on the Site, including Soil Buggy™ software, to enable Users to undertake the various activities offered within the Site, including but not exclusively online agricultural management and the associated processes, products and services; information search, data storage and retrieval.
8. Initial Period means the 12 months from the commencement date of any paid for subscription service.



Introduction

PD owns and operates the web site referred to above and which provides information and tools enabling Users of the Site to manage their agricultural services, and the agricultural services of others, via the Internet. Access to the Site is provided to and use is permitted by a User on a temporary basis. Access to some parts of the Site, or the entire Site, may be denied or restricted from time to time. PD is entitled to withdraw or amend the Services provided on the Site without notice. Whilst PD will use reasonable endeavours to provide uninterrupted availability PD will not be liable to you as a User if the Site, or any part of it, is unavailable at any time or for any period.

Your Account

You will be provided with a password. You are responsible for maintaining the confidentiality of your account and it is strongly recommended that you change your password on receipt and make every effort to keep your password safe. You should not disclose, transfer or sell your username to any other person. If You have reason to believe that unauthorised disclosure of your password has occurred, You should change your password immediately and contact Precision Decisions.

PD has the right to disable any User identification name, code or password, whether chosen by You or assigned to You, if PD believes You have failed to comply with any provision of these Terms.

PD reserves the right at any time and in its absolute discretion:

- to access the Site and the Services and to access User Data contained by or represented on the Site by means of the username and password of a User in order to provide help and assistance to any User or to remove any harmful, illegal, obscene or otherwise offensive Data from the Site;
- to advise You or any other User that PD believes an order to which that User may be subject has been placed, procured or arranged in circumstances or by means which are unlawful, misleading, unfair or otherwise in breach of these Terms and Conditions of Use;
- to shut down the Site and/or the Services and/or any of the Services upon giving such notice to You or other Users as is possible in the circumstances and at PD' absolute discretion for the purposes of review, maintenance, repair, upgrade, replacement or substitution of the Site or of the Services. Without limiting other remedies, PD may immediately issue a warning, suspend or terminate your account or refuse to provide the Services to You;



- if it is suspected that You (by conviction, settlement, insurance or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Services;
- If You breach these Terms and Conditions of Use;
- If PD is unable to verify or authenticate any information You provide;
- If PD believes that your actions may cause legal liability to You, other Users or PD;
- If You are found to be insolvent or bankrupt.

You agree not to knowingly:

- Use any device, software or technique to interfere with or attempt to interfere with the proper working of the Site;
- Post or transmit to the Site any unlawful, fraudulent, harassing, libellous or obscene information of any kind;
- Post or transmit to the Site any information that contains a virus , bug or other harmful item;
- Publish, perform, distribute, prepare derivative works, copy, reverse engineer or use the content of the Site or Services or otherwise in any manner whatsoever exploit or seek to exploit the Site or any content appearing on it for your own commercial purposes (other than as expressly permitted herein);
- Post or transmit to the Site any information in violation of another party's copyright or intellectual property rights;
- Take any action which imposes an unreasonable or disproportionately large load on the Site's technical infrastructure;
- Redeliver any of the content of the site using "framing", hyperlinks or other technology without PD' express written permission;
- Use any device or technology to provide repeated automated access to password protected portions of the Site or Services
- Interfere with other Users' use of the Site.

Security

PD uses industry standard practices, including authentication, encryption, firewalls and Secure Socket Layers to safeguard the confidentiality of your data and protect against unauthorised access by users both inside and outside PD and other companies that assist it in the provision of the Site, its content or the services. However, as with any Internet product, PD cannot guarantee or warrant that the transmission of data is 100% secure.



Cookie Usage Statement

PD value our users' privacy and security when using the Site and make minimal use of cookies. Your use of the Site will indicate your agreement to the use of this cookie.

Disabling Cookies

If you would like to restrict the use of cookies you can control this in your Internet browser.

Ownership of Data

Ownership of your User Data shall vest in and shall remain vested in You but You hereby grant a non-exclusive, irrevocable licence to PD to use this Data for the purpose of service provision under these Terms and Conditions of Use and for any purpose necessarily or reasonably connected with the Services including the right for PD to use and disclose User Data to any company or business that may assist it in the provision of the Site, its content or the Services.

On termination of use of the Services or at any time on request by You, all User Data will be made available to You. PD shall be permitted to retain such copies of all User Data as are reasonably necessary in order to continue to comply with its obligations under these Terms and Conditions of Use, for purposes of record keeping or as required by law.

Ownership of Data generated by PD shall vest in and shall remain vested in PD and PD hereby grants a non-exclusive, irrevocable licence to You to use PD Data for the purpose, but not further or otherwise, of carrying out and completing projects to which such PD Data relates. You shall be permitted to retain copies of such PD Data for such period of time and to use such PD Data for such purpose as enables You to comply with your obligations whether under these Terms and Conditions of Use or as otherwise required by law.

Any material You post or upload to the Site will be considered non confidential and non-proprietary. PD shall have the right to use, copy, distribute and disclose to third parties such material for any purpose. PD shall have the right to disclose your identity to any third party claiming that any material posted or uploaded constitutes a breach, infringement or other violation of their intellectual property right, or of their right to privacy. You will be solely responsible for the content of any material you upload or post to the Site and You will indemnify PD in respect of any liability it may incur as a result of such uploading or posting.

Information Control

Commentary and other material posted on the Site is not intended and shall not constitute advice on which reliance should or may be placed. PD disclaims all responsibility and liability



arising from any reliance placed on any material by any User or other visitor to the Site. PD is not responsible for any information provided by other Users which is made available through the Site. You may find other User's information to be offensive, harmful, inaccurate or deceptive. Please use caution, common sense and practise safe trading when using the Site.

Nothing in this Agreement shall impose any liability whatsoever upon PD to check and/or to verify User Data or, without prejudice to the generality of this provision, in relation to inaccuracies, errors, duplications, omissions in or from User Data or any discrepancies whether within or between different items of User Data.

Limited Liability

Under no circumstances will PD be liable or responsible for any indirect, incidental, consequential (including, without prejudice to the generality of this provision, damages for loss of business, lost profits, litigation, or the like), special, exemplary, punitive or other damages, arising under, out of or in connection with these Terms and Conditions of Use, whether by reason of breach of any provision of these Terms and Conditions of Use, PD negligence or otherwise however or whenever occurring and notwithstanding any representation made by You or any other User to PD as to the likelihood of such loss or damage prior to entering into these Terms and Conditions of Use. PD assumes no responsibility and shall not be liable for any damages to, or viruses that may infect your computer equipment or other property on account of:

- your access to or use of the Site or Services;
- your downloading of any materials, data, text or images from the Site;
- viruses, trojans, bots, dialers, logic bombs, Popups or other malicious code which may enter the Site otherwise than by Users;
- impairment in the performance of any system, hardware component, peripheral and/or software belonging to or used by You or any other User and caused by or resulting from actual or perceived incompatibility between any such item and the Site;
- corruption, irrecoverability or loss of Data resulting from any of the above, save where caused by the negligence omission or other default of PD under the Terms and Conditions of Use.
- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by You or any other User in connection with the Site or in connection with the use, inability



to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

- Loss of income or revenue;
- Loss of business;
- Loss of profits or contracts;
- Loss of anticipated savings;
- Loss of data;
- Loss of goodwill;
- Wasted management or office time; and
- For any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect the liability of PD for death or personal injury arising from its negligence, or its liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

The material displayed on the Site is provided without any guarantees, conditions, or warranties as to its accuracy. Any of that material may be out of date at any given time and PD shall have no obligation to update that material. You shall be solely responsible for all and any loss or damage whatsoever suffered or incurred by You or any third party to whom You may provide services based on, or connected with or by reason of the operation of Site or of any of the facilities provided on or through Site and which is caused by and/or results from and/or arises out of (whether in whole or in part) the quality and/or safety and/or legality of any products or services supplied or provided by You as User, the truth and/or accuracy of information provided by You and/or any failure by You and/or any supplier on behalf of You to comply with any agreed supply or delivery dates. You shall indemnify and shall hold PD harmless from all and any loss, damage, liabilities, costs, fees, expenses, penalties, claims and or demands suffered or incurred (as the case may be) by PD however and whenever caused by or arising as the result of or in connection with any of the matters covered by this clause.

- Viruses, Hacking and other offences
- You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.



- By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. PD will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.
- PD will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

Limited Warranty

Whilst PD uses reasonable efforts to include accurate and up to date information within the Site, PD assumes no liability or responsibility for any errors or omissions in content of the Site.

PD does not guarantee continuous, uninterrupted or secure access to the Site and access to the Site may be interfered with by a number of factors outside of its control. Whilst PD aims to provide a full uninterrupted service, “as is” and “as and when” available, to the extent permissible by law it excludes all implied warranties, conditions or other terms as to skill and care or timeliness of performance.

Intellectual Property Rights

- PD is the owner or the licensee of all intellectual property rights on the Site, including Soil Buggy™, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- You may print off one copy, and may download extracts, of any page(s) from the Site for your personal reference and you may draw the attention of others within your organization to material posted on the Site.
- You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- PD’s status (and that of any identified contributors) as the author of material on the Site must always be acknowledged.
- You must not use any part of the materials on the Site for commercial purposes without obtaining a licence to do so from PD or our licensors.



- If You print off, copy or download any part of the Site in breach of these Terms and Conditions of Use, your right to use the Site will cease immediately and You must, at the option of PD, return or destroy any copies of the materials You have made.

Copyright Notice

You should assume that everything You see or read on the Site or within the Services is subject to copyright unless otherwise noted and may not be used without the written permission of PD except as provided in these Terms and Conditions of Use or in the text displayed within the Site.

Trademark Notice

PD trademarks service marks and logos which include any which PD may hold from time to time (Trademarks) and are registered and unregistered Trademarks of PD. Unless otherwise noted, all other Trademarks displayed within the Site are the trademarks, service marks or logos of their respective owners.

Termination

Any User who has access to the Site with a view to supplying goods or services may terminate its account for the use of the Site at any time on 90 days notice after the Initial Period. PD may terminate any User's account for the Use of the Site at any time on 90 days notice (except where termination is because the User is failing or has failed to act in accordance with one or more of the requirements set out in these Terms and Conditions of Use in which case termination may be effected by PD immediately).

Where termination occurs as the result of a User notice or PD notice (and where the ground for termination is not default by the User in relation to these Terms and Conditions of Use or otherwise, and where such grounds for termination do not exist) then the following consequences shall occur:

- The User shall within 90 days of the date of the termination notice pay to PD all monies outstanding and due to PD from the User in relation to the use by the User of the Site prior to termination (which sum shall, to avoid doubt, be a debt and shall be enforceable as such); and
- Upon receipt of such payment (and as soon as reasonably practicable if no such payment is due) PD shall return to the User (via a medium to be agreed at the time between PD and the User) copies of all or any User Data held by PD, or otherwise; and



- The User's rights of access to the Site shall forthwith cease and the username and password shall be invalidated by PD.

Where termination occurs as the result of a PD notice and where the ground for that termination is User default in relation to these Terms and Conditions of Use or otherwise (or where the grounds for such termination exist), the following consequences shall occur:

- The User's rights of access to the Site shall forthwith cease and the username and password shall be invalidated by PD; and
- The User shall within 90 days of the date of the termination notice pay to PD all monies outstanding and due to PD from the User in relation to the use by the User of the Site prior to termination (which sum shall, to avoid doubt, be a debt and shall be enforceable as such); and
- In the event that PD shall consider that it has suffered or may suffer any loss or damage (or other detriment whatsoever) as the result of the action, omission or default of the User which gave rise to the termination notice) PD shall be entitled to retain all or any User Data held in the site and not deliver it up to the User. PD shall only be required to deliver any such Data to the User either when such loss or damage has crystallised and adequate compensation has been paid to PD by the User whether as the result of proceedings in the courts or otherwise, or when prior to such crystallisation a binding compromise has been reached between PD and the User in relation to the subject matter of the loss or damage which resulted from the action, omission or default of the User giving rise to termination.

Concerns

If You have any concerns about material which may appear on the Site, for example where you believe it is or may be misleading or defamatory, You should address your concerns for the attention of the Managing Director at Precision Decisions Ltd immediately. Delay in making contact may serve to increase or aggravate any problem (whether giving rise to a claim in law or not) and therefore, You must make contact as soon as possible where a concern arises. When making contact please provide as much detail about your concern as possible and ensure you provide your name, address, your e-mail address and telephone number so that PD is able to contact you. PD will consider your concerns carefully and will use reasonable endeavours to remove the offending material as soon as possible if your concern is justified.

Severability

If any provision or clause in these Terms and Conditions of Use shall be declared invalid, unenforceable or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect



the validity, enforceability and legality of the remaining provisions or clauses in these Terms and Conditions of Use.

Waiver

Any relaxation, forbearance, indulgence or delay (together “indulgence”) by PD in exercising any right conferred on it by these Terms and Conditions of Use shall not be construed as a waiver of such right and shall not affect its ability subsequently to exercise that right or to pursue any remedy, nor shall any indulgence constitute a waiver of any other right.

Applicable Law

To the extent possible under applicable law, this Agreement shall be governed by the laws of England and shall be subject to the non-exclusive jurisdiction of the English courts.

Notices

Unless otherwise stated notices to Precision Decisions should be sent to: Precision Decisions Ltd, Old Station Works, Station Lane, Shipton by Beningbrough, York, YO30 1BS.

Revisions and Variations

PD may at any time revise these Terms and Conditions of Use by updating the Terms and Conditions of Use stored on the Site. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms and Conditions of Use.