



**HARVEST TECHNOLOGY PTY LIMITED**

# **AVRLIVE RESELLER TERMS**

Revision Date: 30.04.2021



### Definitions

---

1. In these Terms:

“AVRLive Site” means the AVR site platform provided by Harvest;

“End User” means any party to whom You have sold a subscription to the AVRLive Site pursuant to the Reseller Agreement;

“Harvest” or “Us” or “We” or “Our” refers to Harvest Technology Pty Ltd ABN 52 601 194 138;

“Loss or Claim” means any claim, demand, action, proceeding or judgment made or damage, loss, obligation, cost, expense or liability incurred, however arising and whether present or future, fixed or unascertained, actual or contingent;

“Privacy Policy” means Our privacy policy available at [harvest.technology/terms-and-conditions](https://harvest.technology/terms-and-conditions);

“Related Body Corporate” has the meaning given to it in the *Corporations Act 2001* (Cth);

“Reseller Agreement” means the reseller agreement to which these Terms are annexed;

“Terms” means the terms set out in this annexure;

“Users” means Your employees whom You permit to access the AVRLive Site from time to time in accordance with these Terms;

“You” or “Your” means the party who has entered into a Reseller Agreement with Us;

“Your Content” has the meaning given to it in clause 14 of these Terms.

### Accessing the AVRLive Site

---

2. We will only permit You and Your Users to access the AVRLive Site if You have entered into a Reseller Agreement with Us and that agreement remains on foot.
3. Subject to clause 4, You acknowledge and agree that:
  - a. You and Your Users will have limited access to the AVRLive Site for the sole purpose of setting up, configuring and administering access to the AVRLive Site for Your End Users and otherwise complying with Your obligations under the Reseller Agreement;
  - b. without limiting Harvest’s other rights under these Terms, Your access (and Your Users and Your End Users’ access) to the AVRLive Site will be:
    - i. suspended if You fail to pay the applicable fees pursuant to the Reseller Agreement; or
    - ii. cancelled if the Reseller Agreement ends.
4. You are responsible for providing, at Your own expense, all equipment necessary to use the AVRLive Site, including a computer, modem, and Internet access (including payment of all fees associated with such access).



### Conduct on the AVRLive Site

---

5. You must not, and must ensure that Your Users do not:
  - a. transfer or assign their access credentials to the AVRLive Site to a third party without Our written permission;
  - b. attempt to reverse engineer, disassemble, or decompile the AVRLive Site or determine or attempt to determine any source code, algorithms, methods or techniques used or embodied in the AVRLive Site;
  - c. create or attempt to create any competitive product or any service (or assist anyone else to do the same) which has features or functionality the same as or similar to the features and functionality of the AVRLive Site or copy any features, functions, graphics or interfaces of the AVRLive Site;
  - d. exploit or use the AVRLive Site otherwise than as permitted under these Terms;
  - e. use the AVRLive Site in a manner which causes damage to the AVRLive Site or any of Our equipment or infrastructure, or Our reputation or brand;
  - f. interfere with anyone else's use of the AVRLive Site or attempt to access the content created by End Users or other users of the AVRLive Site which is not available to You;
  - g. circumvent the user authentication process or security of the AVRLive Site; or
  - h. make any use of the AVRLive Site or its content that violates any applicable law or regulation.

### Security and Passwords

---

6. You are solely responsible for maintaining the confidentiality of Your password(s) (including those of Your Users) to the AVRLive Site.
7. You are solely responsible for any invitation sent to End Users to access the AVRLive Site and Harvest is not liable for any Loss or Claim incurred due to any mistake or error by You in respect to the same (including by sending such an invitation to the incorrect party).

### Intellectual Property

---

8. Subject to Your compliance with the Reseller Agreement and these Terms, We grant to You and Your Users a right to use the AVRLive Site for the sole purpose of setting up, configuring and administering access to the AVRLive Site for Your End Users in accordance with these Terms and the Reseller Agreement.
9. You acknowledge and agree that all content on the AVRLive Site is protected by copyright, trademarks, patents and/or other proprietary rights and laws, and is either the property of Harvest or has been licensed for use by Harvest.
10. You and Your Users are only permitted to use the AVRLive Site as expressly authorised by Harvest.
11. You and Your Users may not copy, reproduce, modify, republish, upload, post, transmit, or distribute any part of the AVRLive Site in any form or by any means without prior written permission from Us.



12. You acknowledge that “Harvest Technology”, “Infinity”, “AVR Live” and all other trademarks, trade names and other product and service names and logos on or in the AVRLive Site, are owned or licensed by Us and are protected by applicable trademark and copyright laws.
13. We respect the intellectual property of others, and We ask You and Your Users to do the same.

### Your Content

---

14. You acknowledge and agree that:
  - a. You and Your Users will be required to upload to the AVRLive Site certain details about End Users in order to setup, configure and administer access to the AVRLive Site for those End Users in accordance with these Terms (**Your Content**);
  - b. We will use Your Content to provide the AVRLive Site to You and Your End Users during the term of the Reseller Agreement and We may use Your Content following its termination or expiry to continue to provide the AVRLive Site to End Users where required to do so; and
  - c. Your Content will otherwise be handled by us in accordance with the Reseller Agreement and Our Privacy Policy.
15. We may remove any of Your Content if We reasonably consider that it breaches any law or third-party rights or otherwise does not comply with these Terms.

### Acknowledgements

---

16. You acknowledge and agree that:
  - a. access to the AVRLive Site may be subject to temporary interruptions; and
  - b. Harvest is not liable for delays and disruption due to the failure of any third-party networks.

### Indemnity

---

17. You indemnify and hold Harvest, its Related Bodies Corporate, its directors, officers and employees, harmless from and against any and all Loss or Claims arising out of:
  - a. a breach of the *Privacy Act 1988* (Cth) or an infringement of any third party’s rights in connection with the use of Your Data as contemplated in this agreement;
  - b. Your Content You upload to the AVRLive Site;
  - c. Your use of the AVRLive Site;
  - d. Your invitation of End Users to the AVRLive Site; or
  - e. Your breach of these Terms



### Suspension

---

18. We may suspend Your access to all or part of the AVRLive Site (including Your Users' and End Users' access):
  - a. by notice to You if You breach any of your obligations under these Terms; or
  - b. otherwise in accordance with the Reseller Agreement.
  
19. Upon suspension of Your access to the AVRLive Site, Your (and Your Users' and End Users') right to use the AVRLive Site immediately ceases until We are satisfied that the reasons for the suspension have been remedied to Our satisfaction. We are not liable to You in respect of any End Users to whom You are unable to provide access to the AVRLive Site as a result of the suspension.