

Terms of Use

Agreement Between User and the ASGG Network

The ASGG Network Website ("this Website") is operated by the Animal Selection, Genetics and Genomics Network, an unincorporated association, comprising a network of scientists and researchers working together in the field of Animal Selection, Genetics and Genomics, or any successor of the association ("the ASGG Network").

This Website is made up of various Web pages operated by the ASGG Network, including other projects supported by the ASGG Network.

This Website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained in this Terms of Use. Your use of this Website constitutes your agreement to all such terms, conditions, and notices.

Modification of These Terms of Use

The ASGG Network reserves the right to change the terms, conditions, and notices under which this Website is offered, including but not limited to the charges (if any) associated with the use of this Website.

Links to Third Party Sites

This Website may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of the ASGG Network and the ASGG Network is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The ASGG Network is not responsible for webcasting or any other form of transmission received from any Linked Site. The ASGG Network is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the ASGG Network of the site or any association with its operators.

No Unlawful or Prohibited Use

As a condition of your use of this Website, you warrant to the ASGG Network that you will not use this Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use this Website in any manner which could damage, disable, overburden, or impair this Website or interfere with any other party's use and enjoyment of this Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through this Websites.

Some parts of this Website are restricted to registered users only and may require a password to enable access to restricted services. Any user who is permitted to use this Website's restricted services must take reasonable precautions to secure his or her password and must not divulge a password enabling access to such restricted services to any other person unless permitted to do so by the ASGG Network.

Use of Communication Services

This Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the

particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

The ASGG Network has no obligation to monitor the Communication Services. However, the ASGG Network reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The ASGG Network reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The ASGG Network reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the ASGG Network's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The ASGG Network does not control or endorse the content, messages or information found in any Communication Service and, therefore, the ASGG Network specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorised ASGG Network spokespersons, and their views do not necessarily reflect those of the ASGG Network.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

Materials Provided to the ASGG Network or Posted at any ASGG Network Website

The ASGG Network does not claim ownership of the materials you provide to the ASGG Network (including feedback and suggestions) or post, upload, input or submit to any ASGG Network Website or its associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting the ASGG Network, its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of this Website (or its

purpose) including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.

No compensation will be paid with respect to the use of your Submission, as provided herein. The ASGG Network is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in the ASGG Network's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

Privacy

You acknowledge that you have read, understood and agree to the ASGG Network's Privacy Statement. You also agree to respect the privacy rights of other users, to adhere to the terms of the Privacy Statement, and to only use the personal information of other users for authorised purposes. In the event of any conflict between these Terms of Use and the Privacy Statement, these Terms of Use shall prevail to the extent permitted at law.

Liability Disclaimer

The information, software, products, and services included in or available through this Website may include inaccuracies or typographical errors. Changes are periodically added to the information contained in this Website but the ASGG Network does not guarantee that this Website will be up-to-date, accurate, or error-free. The ASGG Network and/or its suppliers may make improvements and/or changes in this Website at any time. Advice received via this Website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.

The ASGG Network and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on this Website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. The ASGG Network and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement (to the extent permitted by the Consumer Guarantees Act 1993 and other applicable law)

The ASGG Network takes reasonable safeguards to ensure that this Website and the personal information of its users is kept secure but does not guarantee that such information will be kept secure and confidential and cannot be held liable for any security breaches of this Website or for any unauthorised use or disclosure of any user's personal information. The ASGG Network accepts no responsibility for the security of any passwords required to access any part of this Website and considers each user to be personally responsible for the security and confidentiality of their own individual passwords.

To the maximum extent permitted by applicable law, in no event shall the ASGG Network and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of this Website, with the delay or inability to use this Website or

related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through this Website, or otherwise arising out of the use of this Website, whether based on contract, tort, negligence, strict liability or otherwise, even if the ASGG Network or any of its suppliers has been advised of the possibility of damages. If you are dissatisfied with any portion of this Website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using this Website.

Service Contact

grant.shackell@agresearch.co.nz

Termination/Access Restriction

The ASGG Network reserves the right, in its sole discretion, to terminate your access to this Website and the related services or any portion thereof at any time, without notice.

General

To the maximum extent permitted by law, this agreement is governed by the laws of New Zealand. And all services we provide via this Website are provided in New Zealand under New Zealand law. You consent to the exclusive jurisdiction and venue of courts in New Zealand. In all disputes arising out of or relating to the use of this Website, regardless of whether you accessed the Website from inside or outside New Zealand. Use of this Website is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and the ASGG Network as a result of this agreement or use of this Website. The ASGG Network's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the ASGG Network's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Website or information provided to or gathered by the ASGG Network with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and the ASGG Network with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and the ASGG Network with respect to this Website.

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.

Copyright and Intellectual Property:

All contents of this Website are subject to copyright owned by the ASGG Network and/or its suppliers, who reserve all rights in relation to copyright material. No part of this Website may be distributed or copied for any unauthorised purpose and you are not permitted to incorporate the material or any part of it in any other work or publication without the prior written consent of the ASGG Network.

The ASGG Network may also have intellectual property rights in products and services contained on this Website. You acknowledge and agree that using this Website does not give you ownership of any intellectual property rights in any such products and services. If we consider that you have breached these Terms of Use or anyone's copyright or other legal rights, we may (in addition to our other rights) arrange for your access to this Website to be suspended or terminated.

Contracts (Privity) Act 1982

These Terms of Use are intended for the benefit of the ASGG Network, its participants, members, co-ordinators and administrators, and the co co-ordinators and administrators of this Website. To avoid doubt, any action can be taken by any of these persons to enforce any right or obligation contained in these Terms of Use.