

VelTrak Terms of Use

Welcome to VelTrak, a web-based tool that enables any person that handles, stores or transports deer velvet after harvest to log and retrieve velvet data to meet their “one up, one down” supply chain traceability requirements.

VelTrak is owned and operated by Deer Industry New Zealand (**DINZ**) (“we”, “us”). These Terms of Use (**Terms**) explain our obligations as a service provider and your obligations as a service recipient. Please read them carefully. You will find definitions of words or phrases for which capitals are used at the end of these Terms.

These Terms are binding on any use of the Service and apply to you when you apply for access to the Service and during the time that DINZ provides you with access to the Service (which for the avoidance of doubt includes any period of suspension). These Terms also apply to any other services and deliverables provided, or to be provided, by DINZ to you except to the extent agreed in writing.

The Service will evolve over time based on user feedback. These Terms are not intended to answer every question or address every issue raised by the use of the Service.

DINZ may change these Terms at any time. We will endeavour effort to communicate any changes to you via email or notification via the Platform. If you reasonably consider a change to these Terms will have a material effect on you, then you may advise us of this in writing before the new Terms come into effect and you will be able to terminate the Agreement and cease using the services.

It is your obligation to ensure that you have read, understood and agree to the most recent Terms available on the Platform.

By registering for a VelTrak account you acknowledge and represent that you have read and understood these Terms and have the authority to act on behalf of any person for whom you are using the Service. If you use the Service on behalf of any entity, you are deemed to have agreed to these Terms on behalf of that entity.

These Terms were last updated on 2 October 2026 and will come into effect on 1 November 2026.

1. USE OF VELTRAK

DINZ agrees to provide you with access to and use of the Platform for the purpose of complying with your obligations under the Animal Products Notice – Regulated Control Scheme for Deer Velvet Harvest (“RCS”) issued under the *Animal Products Act 1999*. Any other use of the Platform and the Services is at your own risk. DINZ grants you the right to access and use the Services through your account, free of charge. This right of use is subject to these Terms, any notice sent by DINZ or condition posted on the Platform, and any other applicable laws.

2. OUR OBLIGATIONS

- 2.1 **One up one down traceability:** In accordance with the RCS, DINZ agrees to use reasonable endeavours to maintain the “one up, one down” (tracing back where velvet has come from and tracking forward to the next recipient) system approach on the Platform.
- 2.2 **Service availability:** DINZ intends that the Services will be available without interruption. However, from time to time, the Services may be unavailable due to (for example) routine or urgent maintenance.

- 2.3 **Continuous improvement:** The Service may evolve over time based on user feedback. If you become aware of any aspect of the Service or Platform that could be improved, DINZ would like you to let us know.
- 2.4 **Technical Problems:** In the case of technical problems you must make all reasonable efforts to investigate and resolve problems before contacting DINZ. If you are unable to resolve the problem, you should contact us with details of the problem and we will endeavour to assist you.

3. ACCOUNT OWNER

- 3.1 **Who can access the Services and the Platform:** In order to apply to access the Services and the Platform and become an Account Owner, you must be a New Zealand-based deer farmer, velvetter, veterinary services provider or person that handles, stores, processes, transports or exports deer velvet after harvest, have made yourself or your business known to DINZ, and apply and be approved for registration as set out in these Terms. Deer farmers and veterinary services providers are registered as “**General Account Owners**”. Veltetters and persons that handle, store, process, transport or export deer velvet after harvest must apply for accreditation and registration as an “**Accredited Account Owner**”.
- 3.2 **Account Owner obligations:** As an Account Owner, you:
- (a) must only use the Service and Platform for your own lawful internal business purposes in accordance with these Terms;
 - (b) are responsible for all your Account Users’ use of the Service, and DINZ has no responsibility or liability for the actions of any Account User; and
 - (c) acknowledge and agree that DINZ will not be a party to any dispute between you as an Account Owner and an Account User for any reason.

4. ACCOUNT USER

- 4.1 **Who can be an Account User:** An Account User (who may be an employee, agent, contractor or Entity) must be nominated or self-nominated by the Account Owner to access and use the Service pursuant to this Agreement. The Account Owner is responsible for determining who else associated with his or her Entity can be an Account User.
- 4.2 **Account User access:** The Account Owner controls each Account User’s level of access to the Account Owner account at all times, and can revoke or change an Account User’s access, or level of access, at any time and for any reason. An Account Owner may permit an Account User to be either a ‘Regular User’ or a ‘Super User’. By nominating an Account User to be a ‘Super User’, the Account Owner agrees that he or she is authorising the relevant Account User to add and remove other Account Users to the Account Owner’s account.

5. YOUR OBLIGATIONS

- 5.1 **Access conditions:** when accessing and using the Services, each Account Owner and Account User must:
- (a) only input true, correct and accurate Data into the Platform that you are authorised to provide;
 - (b) not undermine or attempt to undermine the security or integrity of DINZ’s computing systems or networks or, where the Services are hosted by a third party, that third party’s computing systems and networks;
 - (c) not use, or misuse, the Services in any way which may impair the functionality of the Services, or other systems used to deliver the Services or impair the ability of any other user to use the Services;

- (d) not attempt to gain unauthorised access to any materials or information other than those to which you have been given express permission to access or to access the computer system on which the Services are hosted;
- (e) not transmit, or input into the Platform, any files that may damage any other person's computing devices or software, content that may be offensive, or material or Data that is in violation of any law;
- (f) not attempt to modify, copy, adapt, reproduce, disassemble, decompile or reverse engineer any computer programs used to deliver the Services including to operate the Platform, except as permitted by law;
- (g) not introduce any virus, malicious code, spyware or other malware to the Services; and
- (h) not use or permit the use of the Services for the business of any other Entity or individual.

5.2 **Acknowledgement:**

By using the Services, you acknowledge that:

- (a) you are authorised to input and use the information and Data that you input into the Platform, including any information or Data input into the Platform by any person you have authorised to use the Service. You are also authorised to process information that is made available to you through your use of the Platform and the Services;
- (b) DINZ has no obligation to validate or verify any information (including personal information) or Data that you input or process through your or your Account User's use of the Platform and the Services or that you provide directly to DINZ. However, DINZ retains its Levy Audit rights, which may involve audit of such information;
- (c) DINZ has no responsibility to any person other than you and nothing in this Agreement confers, or purports to confer, a benefit on any person other than you.
- (d) DINZ may provide third parties with access to your information or your Data if required for its fulfilment of its statutory functions and powers;
- (e) the provision of, access to, and use of, the Services is on an as is basis (meaning the Services are provided without modification and without any express or implied warranty) and at your own risk;
- (f) it is your sole responsibility to determine that the Services meet the needs of your business and are suitable for the purposes for which they are used;
- (g) you remain solely responsible for complying with all applicable laws. It is your responsibility to check that storage of and access to your Data via the Platform will comply with laws applicable to you (including any laws requiring you to retain records);and
- (h) as an Account User, you have the appropriate permissions from the Account Owner, and acknowledge that you must comply with these Terms, and that you are responsible for all Data you input into the Platform.

- 5.3 **Username and password:** Every Account Owner and Account User must ensure that their username and password required to access the Service are kept secure and confidential and must select their password carefully. As an Account Owner or Account User, you must immediately notify DINZ of any unauthorised use of your password or any other breach of security and you must take all other actions that DINZ reasonably deems necessary including to reset your password.

6. **APPLICATION FOR REGISTRATION**

- 6.1 **General Account Owner application requirements:** Each applicant to be a General Account Owner must contact DINZ via telephone or email.
- 6.2 **Accredited Account Owner application requirements:** Each applicant to be an Accredited Account Owner must complete the application form that is available on the DINZ website. As part of

the registration application, applicants to be an Accredited Account Owner must submit the following information:

- (a) For an individual that is applying to be an Accredited Account Owner or on behalf of an Entity that will be the Accredited Account Owner:
 - (i) Full name
 - (ii) Mobile number
 - (iii) Business email address
 - (iv) Physical address
 - (v) Business type (e.g., Independent Buyer, Packhouse, Exporter)
 - (vi) GST number (or, in case of the individual applying on behalf of an Entity, the GST number of that of the entity)
 - (vii) Photo ID (e.g. driver's licence, passport)
- (b) Where the application to be an Accredited Account Owner is made on behalf of an Entity, the following additional information must be provided:
 - (i) Registered Entity name
 - (ii) New Zealand Business Number (NZBN) (if available)
 - (iii) Business trading address
 - (iv) MPI RMP registration number (if applicable)
 - (v) Role or title of the individual acting on behalf of the Entity

6.3 Declarations and undertakings: As part of the registration application, each applicant to be an Accredited Account Owner must:

- (a) declare that the applicant to be an Accredited Account Owner (including, if applicable, the Entity that will be the Accredited Account Owner) is not in breach of any of the eligibility criteria set out in clause 7 of these Terms;
- (b) acknowledge and agree that the Accredited Account Owner will maintain complete and accurate records at all times in relation to the Levy as required by the *Deer Industry New Zealand Regulations 2004*; and
- (c) acknowledge and agree that the Accredited Account Owner will cooperate fully at all times with Levy Audits.

6.4 Use of submitted information: All personal and business information submitted as part of the registration application process will be used in accordance with clauses 10 and 11 of these Terms.

7. ELIGIBILITY FOR ACCREDITED ACCOUNT OWNER STATUS

7.1 Eligibility criteria: To qualify for accreditation as an Accredited Account Owner and retain access to the Services, each Accredited Account Owner must ensure that on an ongoing basis:

- (a) All filing returns relating to the Levy are submitted on time and are complete;
- (b) All Levy payments are paid in full and accurately by the Accredited Account Owner on time;
- (c) the Account Owner complies fully with any Levy Audit;
- (d) the Accredited Account Owner complies with its obligations under these Terms, including, for the avoidance of doubt, the obligations under clause 5;
- (e) the Accredited Account Owner is not in breach of its obligations under the *Animal Products Act 1999* such that the Ministry of Primary Industries has advised DINZ of an Actionable APA Breach; and
- (f) the Accredited Account Owner submits an electronic declaration when velvet is transferred between locations, with each declaration:

- (i) containing the information described in clause 2.6(1) of the Regulated Control Scheme;
- (ii) being for only either whole stick velvet or spiker/regrowth/manufacturing velvet, and not a combination of both whole stick velvet and spiker/regrowth/manufacturing velvet;
- (iii) including the weight of the velvet;
- (iv) created no later than 48 hours after transfer without reasonable explanation.

8. INITIAL APPLICATION

- 8.1 The requirement for certain Account Owners to be Accredited Account Owners is a new obligation commencing on 1 August 2025. The following process will apply from 1 August 2025 in relation to all current Account Owners:
- (a) for Account Owners that are required to register as General Account Owners, no change is required and these Account Owners will automatically be registered as General Account Owners; and
 - (b) all Account Owners that are required to register as Accredited Account Owners will have their access to the Platform suspended as at 00.01am on 1 August 2025. These Account Owners must apply to be registered as Accredited Account Owners in accordance with clauses 6.2 and 6.3 above if they wish to continue to use the Platform. If such Account Owners are successful in applying for registration as an Accredited Account Owner, access to their Platform account will be reinstated from the time DINZ accepts their applications. All information and Data previously inputted by Account Owners that are required to register as Accredited Account Owners and whose Platform access is suspended on 1 August 2025 in accordance with this clause 8.1(b) will remain on the Platform and will continue to be used in accordance with clause 18.2.
- 8.2 New velvet market participants who wish to apply to use the Platform as either a General Account Owner or an Accredited Account Owner from 1 August 2025 onwards must apply in accordance with the process set out in clause 6.

9. APPLICATION REVIEW AND DECISION

- 9.1 **Application Review:** DINZ will review each application for registration as a General Account Owner or Accredited Account Owner that is received in accordance with clause 6 within 10 Business Days of receipt. DINZ may accept or decline any application in DINZ's sole discretion. Grounds for refusal may include, but are not limited to:
- (a) failure to provide information or declarations required as part of the application in accordance with clause 6;
 - (b) in the case of an Accredited Account Owner, failure to meet the eligibility criteria set out in clause 7; or
 - (c) any conduct or circumstance that, in the reasonable opinion of DINZ, poses a risk to the integrity, traceability, or reputation of the New Zealand velvet supply chain.
- 9.2 **Application denied:** Where DINZ declines to register an applicant as an Account Owner, DINZ will notify the applicant including the reasons for the decision and information relied on. The affected party may appeal the decision in accordance with the process set out in clause 15 below.

10. DATA USE AND INTELLECTUAL PROPERTY

- 10.1 **Your Data:** Except as expressly contemplated, by inputting Data you grant DINZ an irrevocable, perpetual, royalty free, worldwide licence to use, copy, transmit, store and back up your Data for the purposes of enabling you to access and use the Services and for third parties to access the Data where permitted.
- 10.2 **DINZ's rights:** You acknowledge and agree that:

(a) DINZ may:

- (i) use your inputted Data for analysis in aggregate form (**Analytical Data**) for any purpose we consider reasonable;
- (ii) supply Analytical Data to third parties when required by law or as required to fulfil our statutory functions and powers;
- (iii) in providing the Services to you and your Account Users, DINZ may transfer, store and/or host your Data (which may include personal information) outside of New Zealand.

(b) DINZ's rights under clause 10.2(a) above will survive termination or expiry of this Agreement.

10.3 **Backup of Data:** You are responsible for maintaining copies of Data inputted into the Service. DINZ endeavours to adhere to best practice policies and procedures to prevent data loss, but does not make any guarantees that there will be no loss or corruption of Data. DINZ expressly excludes liability for any loss or corruption of Data, no matter how caused.

10.4 **Pre-existing intellectual property:** Except as expressly set out in this Agreement, nothing in this Agreement will confer upon a party any rights, interest or title in Intellectual Property Rights in the other party's materials (including any modification to that material) existing at the date of this Agreement or which is developed independently of the other party's materials.

10.5 **New Intellectual Property:** All New Intellectual Property arising under or in relation to this Agreement shall be the absolute property of DINZ from the time of creation or vest in DINZ immediately afterwards. Nothing in this Agreement grants you any title to and or any rights relating to any Intellectual Property Rights in Analytical Data.

11. INFORMATION AND PRIVACY

11.1 **Confidential Information:** Each party (**Receiving Party**) shall keep the other party's (**Providing Party**) Confidential Information confidential and secure and not disclose or permit disclosure of the Providing Party's Confidential Information to any third party. This clause does not apply to any disclosure of Confidential Information that:

- (a) is required to be disclosed by law or in accordance with DINZ's statutory functions or powers; or
- (b) the Providing Party agrees to in writing before the disclosure is made; or
- (c) is or becomes publicly available through no fault of the Receiving Party; or
- (d) is independently acquired or developed by the Receiving Party without breaching any of its obligations under this Agreement or at law, and without the benefit or use of any of the Providing Party's Confidential Information disclosed by the Providing Party; or
- (e) is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or
- (f) is lawfully acquired by the Receiving Party from a third party, provided such information is not obtained as a result of a breach by that third party of any confidentiality obligations owing to the Providing Party.

11.2 **Privacy:** DINZ maintains a privacy policy at https://www.deernz.org/privacy#.XvV_w6gzaUK that sets out our obligations in respect of the collection, use, and disclosure of personal information. Acceptance of these Terms also constitutes acceptance of the DINZ Privacy Policy.

11.3 **Personal Information:** We process personal information in relation to the Services and the Platform for the purpose of providing you with Services. We use this personal information only to the extent and for the duration required to provide the Services and in accordance with our internal privacy guidelines. You understand and confirm that you will not provide any personal information to us that is not required for you or your Account Users to receive the relevant Services. Personal information

that you or your Account Users input into the Platform is exclusive to your account but may be visible to DINZ. You confirm that where you or your Account Users input personal information of third parties into the Platform or otherwise provide the personal information of third parties to DINZ, you have told those third parties that you are providing that personal information to DINZ, and that the information will be managed in accordance with DINZ's privacy policy.

11.4 Publication: DINZ will publish a list of Accredited Account Owners on the DINZ website for transparency and supply chain integrity purposes. The publication will include the following information:

- (a) Entity name (or the Name of the Accredited Account Owner in case of an individual as Account Owner); and
- (b) the Accredited Account Owner's status. The status notification will include whether the Accredited Account Owner is registered or suspended, and if suspended, the date of suspension, length of the suspension and an identification of the ground or grounds relied on by DINZ in determining the Accredited Account Owner's suspension (e.g. Late Filing, Breach of Terms, and/or Actionable APA Breach). The status will remain "suspended" during any appeal of such suspension.

For the avoidance of doubt, by applying for registration as an Accredited Account Owner, each Accredited Account Owner agrees to the publication of the information set out in this clause 11.4 on the DINZ website. This clause 11.4 will survive suspension and/or termination of these Terms.

12. WARRANTIES AND ACKNOWLEDGEMENTS

12.1 No warranty:

Except as set out in these terms, DINZ gives no warranty:

- (a) about the Services. Without limiting the foregoing, DINZ does not warrant that the Services will meet your requirements, that the Services and any data used are up-to-date, or that the Services will be suitable for any particular purpose. To avoid doubt, all implied conditions or warranties are excluded to the extent permitted by law, including (without limitation) warranties of merchantability, fitness for purpose, title and non-infringement. The parties acknowledge and agree that the Service is provided for the purpose of your business rather than to you as an individual consumer. As a result, the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14(1) of the Fair Trading Act (laws which apply to individual consumers) will not apply to these Terms, the Platform or the supply of the Service;
- (b) that the use of the Service will be uninterrupted or error free. Among other things, the operation and availability of the systems used for accessing the Service, including public telephone services, computer networks and the Internet, can be unpredictable and may from time to time interfere with or prevent access to the Services. DINZ is not in any way responsible for any such interference or prevention of your access or use of the Services; or
- (c) about the operation, performance or functions of any third party services that DINZ integrates into, nor for the performance of the integration.

13. LIMITATION OF LIABILITY

13.1 Exclusion: To the maximum extent permitted by law, DINZ excludes all liability and responsibility to you (or any other person) in contract, tort (including negligence), or otherwise, for any loss (including loss or corruption of information, loss or corruption of Data, loss of profits and loss of savings) or damage resulting, directly or indirectly, from any use of, or reliance on, the Service, Platform and/or Data.

- 13.2 **Maximum aggregate liability:** The maximum aggregate liability of DINZ to you for any reason relating to this Agreement, these Terms, the Platform or the Service will be limited in respect of any one incident, or series of connected incidents, to \$10,000.

14. SUSPENSION OF USE FOR ACCREDITED ACCOUNT OWNERS

- 14.1 **Termination for convenience:** You may at any time, for any reason, close your account.
- 14.2 **Suspension of Accredited Account Owner:** DINZ may suspend an Accredited Account Owner's access to the Platform where breaches occur, as outlined in the table below. Each breach type, associated trigger, and corresponding enforcement action are detailed for transparency and consistency of application.

Breach Type	Severity	Trigger	Consequence
Late Filing (7.1(a))	Minor	Levy Return not filed by the 10th of the month	Warning within 3 Business Days if failure to file → Suspension if unresolved within 5 Business Days of warning issue Suspension if 4 instances of late filing (whether remedied or not) occurs in a 12 month period.
Incomplete Levy Return (7.1(a))	Minor	Failure to submit Levy Return with all required fields completed	Notice to comply within 2 Business Days of failure to provide information → suspension if unresolved within 5 Business Days of notice issue
Late Levy Payment (7.1(b))	Minor	Payment not made by the 20th	Warning on within 3 Business Days of failure to pay → Suspension if unresolved within 5 Business Days of warning issue Suspension if 2 instances of late payment (whether remedied or not) occurs in a 12 month period.
Breach of Veltrak information and technical requirements (7.1(f)(ii) or 7.1(f)(iii))	Minor	Breach of relevant clause of these Terms	Notice to comply within 5 Business Days issued promptly on DINZ becoming aware of issue → Suspension: - for breach of clause 7.1(f)(iii), if unresolved within 5 Business Days of notice issue; or - For breach of clause 7.1(f)(ii), if 3 breaches of the same clause of these Terms are identified in a 12 month period.

Breach Type	Severity	Trigger	Consequence
Late or no creation of declaration (7.1(f)(iv))	Minor	Breach of relevant clause of these Terms	For failure to create declaration: Notice to comply within 2 Business Days issued promptly on DINZ becoming aware of failure to create declaration → Suspension if unresolved within 2 Business Days of notice issue. For declaration created later than specified time period: Warning notice issued within 5 Business Days of DINZ becoming aware of declaration being created later than specified time period. Suspension if 3 instances of either issue of Notice to comply for failure to create a declaration (whether remedied or not) and/or issue of warning notice for late creation of a declaration occur in a 12 month period.
Levy Audit Non-Cooperation (7.1(c))	Material	Failure to co-operate with or obstruction of Levy Audit	Notice to comply issued promptly on DINZ becoming aware of failure → Suspension if unresolved within 2 Business Days of notice issue
Incomplete Levy Audit (7.1(c))	Material	Levy Audit unable to be completed due to failure to co-operate or obstruction	Notice to comply issued promptly on DINZ becoming aware of inability to complete → Suspension if unresolved within 2 Business Days of notice issue
Material Financial Discrepancy (7.1(b))	Material	Under-reporting or underpayment of Levy found during Levy Audit	Final report issued → Suspension within 10 Business Days if issue not corrected
Actionable APA Breach (7.1(e))	Material	MPI notifies DINZ of an Actionable APA Breach	Suspension on determination by DINZ of Actionable APA Breach

Breach Type	Severity	Trigger	Consequence
Breach of clause of Terms where no specific breach type is specified	Material	Breach of these Terms	Notice to comply within 5 Business Days issued promptly on DINZ becoming aware of issue → Suspension if unresolved within 5 Business Days of notice issue

14.3 Suspension duration

- (a) First breach of Minor severity: 30 calendar days
- (b) Subsequent breach of Minor severity, or any breach of Material severity: Suspension for a duration determined by DINZ acting reasonably, taking into account all relevant circumstances.

14.4 **Technical restrictions:** DINZ will disable access to the Platform or associated scanning hardware during the period of a suspension.

14.5 **Public disclosure:** In accordance with clause 11.4 DINZ will publish the details of suspended Account Owners, on its website.

15. APPEALS

15.1 **Appeal rights:** An Accredited Account Owner (or applicant to be an accredited Account Owner) may appeal any suspension, denial of registration or re-registration, or other sanction by submitting a written appeal within 10 Business Days of notification. For the avoidance of doubt, this appeal process does not apply to disputes regarding the Levy that are subject to the dispute process specified under the *Deer Industry New Zealand Regulations 2004*.

Appeal procedure: Appeals must be submitted in writing to DINZ, must set out reasons for the appeal, and may include supporting documents that the appellant wishes the review panel to consider. A review panel comprising three members appointed by the DINZ CEO (or nominee) acting reasonably, who were not involved in the original decision, will consider the appeal. The review panel will review the information on which the original decision was made, and any further information provided by the appellant. The review panel will not consider any other new information unless the appellant is given reasonable opportunity to review such information and provide a response. The review panel will decide the appeal within 15 Business Days from receipt of the appeal. The panel may uphold, vary, or reverse the original decision. Final decisions will be notified to the appellant, together with reasons for the decision. Decisions are final, and each party bears its own costs.

16. REINSTATEMENT OF SUSPENDED ACCREDITED ACCOUNT OWNERS

16.1 Reinstatement

- (a) Automatic: For first time Minor breaches, access will automatically be reinstated upon expiry of the relevant suspension period, provided that the relevant Minor breach has been remedied (including making any penalty and interest payments) and no further breach (whether Minor or Material) has occurred.
- (b) Discretionary: For subsequent Minor breaches or Material breaches:
 - (i) the Accredited Account Owner may apply for re-registration in accordance with clause 6 on:
 - (A) expiry of the relevant suspension period (if suspension is for a defined period); or
 - (B) after 12 months for an indefinite suspension, and

- (ii) any re-registration will be assessed in accordance with the process in clauses 6, and 9, including assessment of the compliance of the Accredited Account Owner with the eligibility requirements in clause 7.

17. TERMINATION FOR ACCOUNT USER OR GENERAL ACCOUNT OWNER

17.1 Consequences of breach by Account User or General Account Owner: If a Breach Event (as defined below) occurs in relation to a General Account Owner or an Account User, DINZ may at its sole discretion and with or without notice to you, take any or all of the following actions:

- (a) terminate this Agreement and your use of the Services and the Platform;
- (b) suspend for any definite or indefinite period of time, your use of the Services and the Platform;
- (c) suspend or terminate access to all or any Data;
- (d) take any of the actions in sub-clauses (a), (b) and (c) of this clause 14.2 in respect of any or all other persons whom you have authorised to have access to your information or Data.

A Breach Event occurs if:

- (a) you breach any of these Terms and fail to remedy the breach within seven business days after receiving notice requiring you to do so; or
- (b) you breach any of these Terms where that breach is not capable of remedy.

18. CONSEQUENCES OF SUSPENSION OR TERMINATION

18.1 Accrued Rights: Termination or suspension of these Terms is without prejudice to any rights and obligations of the parties accrued up to and including the date of termination.

18.2 Consequence of termination or suspension: On termination or suspension, your account will be disabled and you may no longer use or access your account. For the avoidance of doubt, you acknowledge that where your account is closed or suspended, the accounts of all Account Users will be immediately closed or suspended. You acknowledge that upon termination of this Agreement, your Data will remain with and continue to be used by DINZ and other third parties.

18.3 Survival: Clauses 5, 10, 11, 12, 13, 14, 17, 18 and 19 survive the expiry or termination of these Terms.

19. GENERAL

19.1 Entire agreement: These Terms, together with the terms of any other notices or instructions given to you under these Terms, constitute the entire agreement between the parties and supersede all prior communications, representations, agreements or understandings, either verbal or written, between us with respect to the subject matter of these Terms.

19.2 No Assignment: you may not assign, pledge or transfer any rights, duties or obligations to any other person except with the written consent of DINZ. DINZ may assign all or any of its rights or interests in these Terms at any time without notice.

19.3 Waiver: No failure or delay by any party in exercising any right, power or privilege under this Agreement will operate as a waiver, nor will any single or partial exercise preclude any other or further exercise or the exercise of any right, power or privilege under this Agreement. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver. No waiver of any breach by DINZ will be deemed a waiver of any continuing or recurring breach unless expressly agreed to be so in writing by DINZ.

19.4 Severability: If any provision of this Agreement is, or becomes, unenforceable, illegal or invalid for any reason the relevant provisions shall be deemed to be modified to the extent necessary to remedy

such unenforceability, illegality or invalidity or if this is not possible then such provisions shall be severed from this Agreement, without affecting the enforceability, legality or validity of any other provision of this Agreement.

- 19.5 **Governing law and jurisdiction:** These Terms shall be governed and construed in accordance with the laws of New Zealand, and we both submit to the non-exclusive jurisdiction of the Courts of New Zealand.
- 19.6 **Notices:** All notices given by a party under this Agreement must be in writing and delivered by e-mail, or in the case of notification by DINZ, through the Platform. A notice sent by email is effective on transmission, provided that any communication received or deemed received after 5 pm or on a day which is not a business day is deemed not to have been received until the next business day. Notices to DINZ must be sent to info@deernz.org or to any other email address notified by email to you by DINZ. Emailed notices to you will be sent to the email address which you provided when setting up your access to the Service.

20. DEFINITIONS

Unless the context requires otherwise, capitalised words shall have these meanings:

Account Owner means in the case of an individual entering into these Terms on their own behalf, that individual, or in the case of an individual entering into these terms on behalf of an Entity, that Entity, and includes both General Account Owners and Accredited Account Owners.

Account User means any individual (employee, agent or contractor or Entity) nominated by the Account Owner or its nominated manager, and authorised by DINZ to access and use the Service pursuant to this Agreement.

Accredited Account Owner means velvetters and persons that handle, store, process, transport or export deer velvet after harvest who wish to be Account Owners and apply and are approved for registration as Accredited Account Owners in accordance with these Terms.

Actionable APA Breach means a breach of the *Animal Products Act 1999* advised to DINZ by the Ministry of Primary Industries of a level of seriousness such that, in the opinion of DINZ (acting reasonably), the breach poses a risk to the integrity, traceability, or reputation of the velvet supply chain.

Agreement means the agreement between you and us as set out in these Terms.

Business Days means any day other than a Saturday, Sunday, or statutory holiday in New Zealand.

Confidential Information includes information directly or indirectly made available or exchanged between the parties to this Agreement regarding:

- (a) each individual transaction of tagged velvet, the number of velvet sticks in question and the identity of the third party;
 - (b) the total volumes of velvet traded per season by each Account Owner with each third party; and
 - (c) the total volume of velvet traded per season by each Account Owner,
- whether in writing, electronically or orally, including through use of the Service.

Data means any data inputted by you or with your authority into the Platform.

DINZ, we, us or our means Deer Industry New Zealand, the entity established by the *Deer Industry New Zealand Regulations 2004*.

Entity means any:

- (a) company or corporation;

- (b) trust;
- (c) limited partnership;
- (d) partnership or firm;
- (e) agency of any government or authority;
- (f) public, territorial or regional authority; or
- (g) other incorporated or unincorporated body of persons.

General Account Owner means deer farmers and veterinary services providers who wish to be Account Owners and apply and are registered as General Account Owners in accordance with these Terms.

Intellectual Property Rights or IP means any and all intellectual or industrial property rights and interests held, owned or lawfully used, anywhere in the world, whether or not registered, including, without limitation:

- (a) Patents, trademarks, service marks, copyright, registered designs, trade names, symbols and logos;
- (b) Patent applications and applications to register trademarks, service marks and designs; and
- (c) Formulae, methods, workflows, plans, data, drawings, specifications, characteristics, equipment, designs, inventions, discoveries, improvements, knowhow, experience, software products, trade secrets, price lists, costing and other information.

Levy means the levy payable by specified participants in the deer velvet industry pursuant to the *Deer Industry New Zealand Regulations 2004*.

Levy Audit means DINZ's right to inspect (or have a person inspect on its behalf) records pertaining to the Levy, pursuant to the *Deer Industry New Zealand Regulations 2004*.

New Intellectual Property means all Intellectual Property Rights created, made, or discovered by you in your use of the Services under this Agreement.

Platform means the VelTrak online platform located at <https://vts.velvet.org.nz>.

Service means the online access to the Platform accessed and used using your login name and password for the Platform. These Services may be changed or updated from time to time by DINZ via the Platform.

You and your means the Account Owner, and where the context permits, an Account User.