FarmSync Pty Ltd Terms and Conditions

Limited Liability Clause

1. **Limitation of Liability**

   1.1. Farmsync Pty Ltd ("the Company") shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, revenue, data, or use, incurred by the client or any third party, whether in an action in contract or tort, arising from the access to, or use of, the Company's services or products.

   1.2. The Company's total liability to the client for any claim arising out of or in connection with these terms and conditions or the use of the Company's services or products shall not exceed the amount paid by the client to the Company for the services or products in question.

   1.3. The Company shall not be liable for any loss or damage arising from any failure or delay in the performance of its obligations due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or other labor disputes, natural disasters, or interruptions in telecommunications or internet services.

   1.4. The client acknowledges and agrees that the limitations of liability set forth in this clause are an essential basis of the bargain and that the Company would not be able to provide its services or products on an economically feasible basis without such limitations.

2. **Indemnification**

   2.1. The client agrees to indemnify, defend, and hold harmless the Company, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with the client's access to or use of the Company's services or products.

   2.2 FarmSync may require users to indemnify (compensate) the company for any losses or legal costs arising from their use of the service.

   2.3 This protects FarmSync from liability due to user actions.

   Privacy Policy

   At FarmSync Automation Technology, we are committed to respecting your privacy. This document outlines how we collect, process, and protect personal information. By using our services, you agree to the terms below:

3 **Collecting Personal Information:**

   o We collect information directly from you, including names, billing addresses, email addresses, contact numbers, web browser versions, IP addresses, and cookie data.

   o The purpose is to:

- Respond to your queries or comments.

- Inform you about new services.

- Process, validate, and verify service requests.

- Improve your experience on our website.

- Invoice you for services and products delivered.

2. **Minors:**

    o We do not intentionally collect personal information from minor children.

    o If you believe your minor child has provided us with personal information, please contact us for deletion.

3. **Processing of Information:**

    o We share your personal information:

        - To comply with applicable law or legal processes.

        - To protect and defend our rights or property.

        - With employees or third parties who assist us in providing services

    o We process personal information as allowed by the Protection of Personal Information Act (POPIA).

4. **Collection of Information by "Cookies":**

    o We automatically collect data through Internet servers and cookies.

    o Cookies help us recognize repeat users, track usage behavior, and improve content and advertising.

Contact Information

- Address: 4 Erikstraat, Riversdale, 6670

- Phone 0825628353

- Website: FarmSync Automation Technology

6.Disclaimer of Warranties:

    o FarmSync may disclaim any warranties related to its services or products. For example, it might state that it does not guarantee uninterrupted service, error-free operation, or specific outcomes.

    o This protects FarmSync from liability if there are technical glitches, service interruptions, or other issues.

7.Limitation of Damages:

- FarmSync may limit the amount of damages it is liable for. For instance:
    - Direct damages: These are actual monetary losses directly caused by the company's actions (e.g., a malfunctioning device).
    - Indirect or consequential damages: These are losses that result indirectly from the company's actions (e.g., lost profits due to service interruption).
- The terms may specify a maximum liability amount.

8. Force Majeure:

- The terms may include a force majeure clause, which excuses performance during extraordinary events (e.g., natural disasters, war, strikes).
- This limits liability when events beyond the company's control occur.

9. Yearly Software Licence payments

- All software components have Software-as-a-Service (SaaS) subscription model that needs to be renewed.
- If your software subscription is not renewed, you will lose the licence to operate the specific modules and Farmsync will be forced to disable the modules.
- In some cases, Farmsync will pay the subscription fees on behalf of the customer if a written agreement exists.