

Open Food Network: Terms of Service

This Agreement governs your use of the Open Food Network website at www.openfoodnetwork.org.au and all content, services and products available at or through the website, which we collectively refer to as "the Service".

The Service is made available to you in consideration for you agreeing to comply with this Agreement, including any variation, amendment or replacement Agreement.

A reference to "we", "us", "our" or "Open Food Foundation" is a reference to Open Food Web Foundation Ltd.

To use the Service, you need to agree to the terms in this Agreement. This Agreement comprises the terms below, this preamble, and with all other policies we publish (including, but not limited to, the Open Food Network Privacy Policy, API and Data Use Policy, Copyright Infringement Policy and Community Guidelines).

Please read this Agreement carefully before accessing or using the Service. By accessing or using any part of the Service, you agree that you are bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, then you may not access the Service.

We are currently in a Limited Beta "trial" phase. These Terms of Service will be updated at the end of this phase.

If you've got any questions, feel free to ask us hello@openfoodnetwork.org and we'll do our best to answer.

0. Purpose

The purpose of Open Food Web Foundation ("Purpose") are to accumulate and protect a commons ("the open food web") of open source knowledge, code, applications and platforms to support the proliferation of fair and sustainable food systems.

We will apply the terms of this Agreement in a way consistent with our Purpose. If there is a clear inconsistency between a term in this Agreement (or part of a term) and our Purpose, the term (or part of the term) will override the Purpose.

You are expected to use the Service and act in a way consistent with our Purpose.

1. Your Account

If you create an account on the Service, you are responsible for maintaining the security of your account. You are responsible for all activities that occur under the account. You must take reasonable steps to guard the security of your account. You agree to keep your login credentials secure and confidential. We will not be liable for anything that happens if your account security is breached as a result of your failure to protect it.

2. Account Structure

In the limited beta "trial" phase, the Service has two types of public accounts, an "Enterprise Trial User Account" and a "Customer Trial User Account". There are no fees associated with these types of account.

As the holder of an “Enterprise Trial User Account”, you warrant that you have the authority to act on behalf of the Enterprise identified in that account.

All account holders (whether Enterprise Trial User Account, Customer Trial User Account or another kind of account) are encouraged to actively participate in the Open Food Network Community. Open Food Network is a community by and for food buyers/sellers. Together, we are building a website where we can share our experience and knowledge. For Open Food Network to thrive, we need people to share their knowledge, experience and needs, and help build the site itself.

Active participation in the Open Food Network Community is demonstrated through, but not limited to, the following channels:

- a user account with the Open Food Foundation website and participation in discussions;
- logging of problems on bugherd;
- response to feedback requests; and
- participation in face to face discussions with other members of the community.

Post limited beta phase, the Open Food Network will have different accounts and associated fee structure.

Post limited beta phase, your contributions will be taken into account through waiver of future payment, at our discretion.

3. Content policy

Our content policy relates to any material you may post on the Open Food Network website or through the Service, which we call "Content". This includes profile information and any other material, whether text, graphics, or any other format, which you may post on Open Food Network itself or link to from Open Food Network.

All Content posted to the Service is your responsibility. If we reasonably consider that Content might be illegal or unlawful by any law having jurisdiction over you, you agree that we may submit any information to any relevant authority or person and we have your consent to do so. We claim no ownership or control over any Content that you post to the Service. You retain any intellectual property rights to the Content you post, in accordance with applicable law. By posting Content, you represent that you have the rights to reproduce that Content (and the right to allow us to serve such Content) without violation of the rights of any third party. You agree that you will bear any liability resulting from the posting of any Content that you do not have the rights to post and that you will indemnify us in respect of any breach of this clause 3.

You grant us a world-wide, royalty-free, and non-exclusive license to reproduce, modify, adapt and publish the Content, solely for the purpose of displaying, distributing and promoting the contents of your account, through any part of the Service including through our API, feeds, and external clients. Each time you post Content to the Service, you represent that our use of the Content consistent with that licence will not cause us to breach any laws or infringe any person’s intellectual property. If you delete Content, we will use reasonable efforts to remove it from the Service, but you acknowledge that caching or references to the Content may not be made immediately unavailable.

3.1 Structured Data

There is a subset of Content that we refer to as "Structured Data". Structured Data is Content that represents simple facts, rather than creative effort. For instance, locations, dates, or the type and number of products you have listed. Structured Data may be created explicitly by you or implicitly by

the Website in response to your activity. You acknowledge that you have no copyright or moral rights in Structured Data.

By using the Service, you acknowledge that Structured Data will be compiled and stored by us, and that any Structured Data pertaining to you or your activity may be made available for use by third parties under a Creative Commons Attribution ShareAlike (CC-BY-SA 3.0) license. You also agree that attribution for the Structured Data under the terms of the Creative Commons license will be given to Open Food Foundation.

3.2 Transactional / Enterprise Data

As a Customer or Enterprise User, you will place data into the system that is related to transactions, payment methods. As an Enterprise, your account will contain information about your customers etc. We encourage Enterprises to exercise care and comply with behaviour outlined in this Agreement and Privacy Policy, but we are not responsible or liable for how Enterprises use their Customers' data.

As Enterprises, you will put information into the system relating to your payment methods etc. Aside from what you put in publicly viewable fields, this information will not be available to any other users, or passed on by us to any other party.

Your Enterprise data can be extracted from the site via csv

3.3 Content Posted on Other Websites

We have not reviewed, and cannot review, all of the material, including computer software, made available through the websites and webpages to which we, any user, or any provider of Content links, or that link to us. We do not have any control over those websites and webpages, and are not responsible for their contents or their use. By linking to an external website or webpage, we do not represent or imply that we endorse such website or webpage. You are responsible for taking precautions as necessary to protect yourself and your computer systems from viruses, worms, Trojan horses, and other harmful or destructive content. We disclaim any responsibility for any harm resulting from your use of external websites and webpages, whether that link is provided by us or by any provider of Content on the Service.

3.4 How we deal with problem Content

You agree that by using the Service, you may be exposed to content you find offensive or objectionable.

We do not pre-screen content. However, you acknowledge that we have the right (but not the obligation), in our sole discretion, to remove or refuse to remove any content from the Service. If such content is reported to us, it will be our sole discretion as to what action, if any, should be taken. If we receive notification of an alleged infringement of copyright, we will follow Attachment 3: Copyright Infringement Policy.

If any Content you have submitted is reported to us as violating this Agreement, you agree that we may call upon you to change, modify, or remove that Content, within a reasonable amount of time, as defined by us. If you do not follow this directive, we may terminate your account.

4. Member Conduct

You agree that you will not:

1. Upload, post, or otherwise transmit any Content that is harmful, threatening, abusive, hateful, invasive to the privacy and publicity rights of any person, or that violates any applicable local, state, national, or international law, including any regulation having the force of law;
2. Upload, post, or otherwise transmit any Content that is spam, or contains unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
3. Maliciously impersonate any real person or entity, including but not limited to a Open Food Network staff member or volunteer, or to otherwise misrepresent your affiliation with any person or entity;
4. Use the Service to upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
5. Use the Service to upload, post or otherwise transmit any Content that infringes any patent, trademark, trade secret, copyright, or other proprietary rights of any party;
6. Interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
7. Solicit passwords or personal identifying information for unintended, commercial or unlawful purposes from other users;
8. Upload, post or otherwise transmit any Content that contains viruses, worms, malware, Trojan horses or other harmful or destructive content;
9. Allow usage by others in such a way as to violate this Agreement or
10. Allow usage of your account by others;;
11. Make excessive or otherwise harmful automated use of the Service;
12. Access any other person's account, or exceed the scope of the Service that you have signed up for; for example, accessing and using features you don't have a right to use;
13. Use the Service or act in a way that is inconsistent with our Purpose;
14. Use the Service in a way which may cause Open Food Foundation to do any of the matters in paragraphs 1 to 13 above (inclusive).

You agree that you will abide by the Community Guidelines at Attachment 1.

6. Privacy Policy

We are committed to protecting your privacy and complying with privacy legislation and best practice in this closed beta trial period. We are currently developing a privacy policy to be launched with beta Open Food Network service in Australia in late 2014.

7. API and Data Use Policy

We will release API and data use policy when open API is developed. If you have an interest in assisting with the development email us at hello "at" openfoodnetwork.org.

8. Copyright Infringement

If you believe that material located on the Website violates your copyright, you may notify us in accordance with our Copyright Policy at Attachment 3.

9. Resale of Services

You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service, except as is permitted under any API and Data Use Policy we develop, open source license pertaining to the Service's source code, or Creative Commons licenses pertaining to Content.

10. Indemnity

Open Food Foundation. You indemnify and hold harmless Open Food Foundation, its directors, its contractors, its licensors, and their respective directors, officers, employees and agents from and against any and all liabilities, damages, loss (including consequential loss), claims (whether actual, threatened or potential) and expenses, including legal fees, arising directly or indirectly out of your use of the Service, any Content or any breach of this Agreement.

11. Termination

Open Food Foundation may terminate your account or otherwise restrict your use of the Service at any time if we believe you have violated this Agreement. If this occurs, you will be notified by email, and we will tell you which part of the Agreement we believe you violated. We may, at our discretion, choose to issue a warning rather than terminate your account, in which case you will also be notified by email and told which part of the Agreement we believe you violated. We will also provide you with a contact address where you may appeal our decision, however, we do not guarantee that we will change our minds.

You agree that any termination of your access to the Service may involve removing or discarding any content you have provided.

Paid accounts that are terminated for violations of this Agreement will only be refunded at our discretion, and only if such termination should come under our established criteria for issuing refunds.

We may, at our sole discretion, discontinue providing the Service at any time, with or without notice.

If you wish to terminate this Agreement, you may delete your account and cease using the Service. You agree that, upon deletion of your account, we may, but are not required to, remove any Content you have provided, at any time past the deletion of your account.

All provisions of this Agreement that by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

12. Changes

We reserve the right, at our sole discretion, to modify or replace any part of this Agreement at any time. A history of changes to this Agreement is available via our public source code repository at git hub OR Open Food Foundation website. We will take reasonable steps to notify you of any substantial changes to this Agreement; however, it is your responsibility to check this Agreement periodically for changes. You agree that Open Food Foundation posting an amended Agreement on its website is sufficient notice of any amendments to the Agreement. Your continued use of the Service following the posting of any changes to this Agreement constitutes acceptance of those changes.

We may also, in the future, offer new features or services through the Service. Such new features and/or services shall be subject to the terms and conditions of this Agreement.

13. Disclaimer of Warranties

The Competition and Consumer Act 2010 and certain corresponding State legislation imply terms, conditions and warranties into some contracts for the supply of goods and services and prohibit the exclusion, restriction and modification of such terms ("Prescribed Terms").

Except for Prescribed Terms, all terms, conditions and warranties express or implied by custom, law or statute in any way relating to access to, or non-access to, this site or the Service or your use of, or reliance upon, this site, the Service, the Content or the content thereof are hereby excluded.

We do not warrant expressly or impliedly that your access to this site (or any site linked in any way to this site) will be uninterrupted or error free. Further, we do not warrant expressly or impliedly that any defects will be corrected or that this site (or any site linked in any way to this site) or the server which stores and transmits content to you are free of viruses or any other harmful components.

14. Limitation of Liability

You expressly understand and agree that in no event will Open Food Foundation, its contractors, its licensors, its directors and their respective directors, officers, employees and agents Open Food Foundation, be liable with respect to any subject matter of this agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any direct, special, incidental or consequential damages; (ii) the cost of procurement or substitute products or services; (iii) interruption of use or loss or corruption of data; (iv) any statements or conduct of any third party on the service; or (v) any unauthorized access to or alterations of your Content. We shall have no liability for any failure or delay due to matters beyond our reasonable control.

To the extent that Open Food Foundation is liable to you under any Prescribed Term, Open Food Foundation limits its liability to supplying the Service again.

The foregoing shall not apply to the extent prohibited by applicable law.

15. General Information

This Agreement constitutes the entire agreement between us and you concerning your use of the Service. This Agreement may only be modified by a written amendment signed by an authorized representative of Open Food Foundation, or by the posting of a revised version to this location. Except to the extent that applicable law (if any) provides otherwise, any dispute arising between you and Open Food Foundation regarding these Terms of Service and/or your use or access of the Service will be governed by the laws of the state of Victoria and the federal laws of Australia, excluding any conflict of law provisions. You agree to submit to the jurisdiction of the state and federal courts located in Melbourne, Australia for any disputes arising out of or relating to your use of the Service or your acceptance of this Agreement.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

16. Reporting Violations

To report a violation of this agreement, please email hello@openfoodnetwork.org

17. Creative Commons

This Terms of Service document is based on one developed by Automattic (<http://wordpress.com/tos/>) with amendments by Dreamwidth (<http://www.dreamwidth.org/legal/tos>) and subsequently Growstuff (<http://www.growstuff.org/policy/tos>) and is licensed under a [Creative Commons Attribution-ShareAlike 2.5 License](#).

Attachment 1: Open Food Network Community Guidelines

Open Food Network is a community by and for food buyers/sellers. Together, we are building a website where we can share our experience and knowledge. For Open Food Network to thrive, we need people to share their knowledge, experience and needs, and help build the site itself.

Whatever your interest in Open Food Network you are welcome here, and will be treated with respect. In particular:

- We welcome people of any age, gender identity or expression, ethnicity, nationality, religion or absence thereof, political opinion, sexual orientation, marital status, family structure, ability or disability, appearance, subculture, or other identity or self-identification.
- We welcome people of all skill and experience levels, and we don't believe in being dismissive or commenting rudely just because you are new or learning.
- Every role in our community is important, including food producers and traders who contribute skills, knowledge, and information to our site; coders, designers and other techies who help build it; moderators and others who help our community thrive; or any other form of participation. We believe in working together, and prioritise communication and mutual understanding.

If you want to participate in the Open Food Network community (which includes our website and any auxiliary forums such as our mailing list(s) etc), you need to agree to our general commitment to inclusiveness and mutual respect, as well as to the following specific policies:

- Harassment of any Open Food Network community member is forbidden. Harassment includes slurs directed at individuals or groups; unwanted sexual remarks directed at any person or group; sexually explicit comments or imagery in public spaces; stalking or other repeated, unwanted contact; or any repeated or sustained behaviour which disrupts someone else's enjoyment of the Open Food Network site or community.
- The privacy of our community members is very important. You may not disclose any member's personal details (including names by which they are known outside of Open Food Network, their location, employment details, family details, outside-of-Open Food Network contact details, or any other identifying or personal information) without their explicit consent.
- Although we let you choose your own name on our site, and don't insist that you use the same name on our website as you have on the cards in your wallet, you're not allowed to create or use a pseudonymous account to mislead people, evade accountability, or otherwise cause trouble. (This is commonly known as a "sockpuppet" account.)

If you experience or witness behaviour that goes against these community guidelines, you can report it to hello@openfoodnetwork.org. We will listen carefully and take your report seriously. Once we've looked into the situation, we may take any action we deem necessary. For instance, we may issue a

warning, or in serious cases we may suspend or ban people from our community. If this happens, we will always tell the person affected the reason for our action, with reference to our policy documents.

Creative Commons License

These Community Guidelines are adapted from Growstuff (<http://growstuff.org/policy/community>) licensed under a [Creative Commons Attribution-ShareAlike \(CC-BY-SA\) 3.0 Unported License](#).

Attachment 2: Privacy Policy

We are committed to protecting your privacy and complying with privacy legislation and best practice in this closed beta trial period. We are currently developing a privacy policy to be launched with beta Open Food Network service in Australia in late 2014.

Attachment 3: Copyright Infringement Policy

We hate legalese, so we've tried to make this policy readable. If you've got any questions, feel free to [ask us](#), and we'll do our best to answer.

This Copyright Infringement Policy covers all websites (such as vic.openfoodnetwork.org) owned and operated by Open Food Foundation ("Open Food Foundation", "we", "us", "our") and all associated services, collectively referred to as "the Service". It describes how you may report a violation of copyright on the Service.

Open Food Foundation respects the intellectual property of others, and we ask our users to do the same. Open Food Foundation members are required by the [Terms of Service](#) to ensure that they have the legal right to post content to the Service.

Open Food Foundation is based in Melbourne, Australia and is not subject to the provisions of the United States Digital Millennium Copyright Act (DMCA). However, we have established policy and procedures which are similar to those required by the DMCA, as we believe they constitute best practice for web services operating in Australia.

For the purposes of this Copyright Infringement Policy, "Intellectual Property Rights" include all current and future intellectual property rights, whether registered or unregistered (and including any application), including copyright, know-how, confidential information, trade secrets, business names and domain names, trade marks, trade names, patents, petty patents, utility models, design rights, database rights and all rights in the nature of unfair competition or rights to sue for passing off.

1. Notifying us of an infringement

If you believe that a Open Food Network member has infringed your Intellectual Property Rights by posting Content to the service, you may follow these steps to notify us and ask for the removal of the Content.

Notifications may be submitted by email to hello@openfoodnetwork.org or by physical mail to:

Open Food Foundation
Level 3, 673 Bourke Street
Melbourne VIC 3000
AUSTRALIA

We prefer to receive notifications by email.

Copyright infringement notifications sent through any other mechanism or forum will not be acted upon.

You must provide the following information:

- Sufficient information to identify the copyrighted work being infringed. For instance, if the work is a published book, provide the title, author, and ISBN; if the work is a magazine article, provide the title, author, magazine name, and magazine issue; if the work is available on the Internet, provide the URL of the work.
- The URL of the specific page on Open Food Network where your work was reproduced without permission. General descriptions or non-specific links (such as to Open Food Network's homepage) cannot be acted upon.
- Your postal address, telephone number, and email address.
- A statement by you that the above information is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
- A physical signature or digital signature in a recognized industry-standard format such as PGP, of the copyright or intellectual property owner or the person authorized to act on their behalf. Unsigned notifications will not be processed.

2. Responding to notifications

We will respond to copyright infringement notifications within two business days.

If we are not provided with enough information to act on the notification, including all the items listed in the section above, we will reject the notification and notify the submitter that it cannot be acted upon.

If the Content is not hosted on our servers (for instance, if the notification concerns an image hosted on another site which is merely displayed on or linked from our site) we will respond, notifying the submitter that the Content is not hosted by us and referring them to the hosting site.

Provided we are able to act upon the notification, we will contact the member who posted the Content and inform them of the notification and claim of Intellectual Property Rights.

The member will have two business days to respond. They may respond as follows:

- Admit that they have posted something to which they do not hold Intellectual Property Rights. In this case, the member may delete the Content from the Service, or we may render it inaccessible.
- Submit a counter-notification, stating that they have the right to post the Content, and that they are prepared to uphold this claim in court. The process for this is outlined below.
- Respond saying that they do not believe they have infringed any Intellectual Property Rights, but that they do not wish to formally submit a counter-notification. In this case, the member may delete the Content from the Service, or we may render the Content inaccessible.
- If the member fails to respond, we will render the Content inaccessible.

When Content is deleted or rendered inaccessible, we will take reasonable efforts to ensure it cannot be accessed via the Service. However, caching or external references may mean that Content remains accessible for some time, including on third-party sites or applications. Third party sites and

applications are not under our control. If infringing Content has been removed or rendered inaccessible via the Service but is still available via third-party sites and applications, the copyright or intellectual property holder may contact the operators of those sites/applications to notify them of the infringement.

3. Counter-notification and restoration process

A counter-notification is a statement that you do not believe your content infringes on another person's Intellectual Property Rights, or that your use of another person's copyrighted material falls into a protected category under law.

By filing a counter-notification, you are indicating that you are willing to defend your use of the material in court, if the copyright owner chooses to bring a lawsuit against you for your use of the material. This may involve civil and/or criminal penalties. We strongly suggest you contact an intellectual property lawyer licensed to practice law in your jurisdiction before you do this, so that you are aware of your rights and obligations under the law.

A counter-notification must contain the following items:

- Your signature. Signatures may be a physical signature or a digital signature in a recognized industry-standard format such as PGP.
- The URL of the Content that has been called into question (this will have been provided in the original notification).
- A statement that you have a good faith belief that the copyright infringement notification was sent as a result of mistake or misidentification of the material. This should include any reasons why you believe your use of the material is not infringing.
- Your name, address, and telephone number.

We will forward your counter-notification, in full, to the submitter of the original notification. They will then have 14 days to initiate legal action and notify us that they have done so.

In the meantime, we will render the Content inaccessible.

If, after 14 days, we have not been informed that legal proceedings have been initiated, we will restore the Content.

If you have filed a counter-notification, you may not re-post the allegedly-infringing material until we notify you that the waiting period has expired.

4. Repeat offenses

Members who receive three or more valid copyright infringement notices will have their accounts terminated.

If a counter-notification is filed, or if the member has stated that they do not accept the allegation of copyright infringement but do not wish to formally file a counter-notification, the notification will not be counted toward termination.

We also reserve the right to terminate the accounts of those who, in our opinion, misuse or abuse the copyright infringement notification process against other members.

5. Changes

We may change our Copyright Infringement Policy from time to time. A history of changes to this Policy is available via our public source code repository [github](#). We will take reasonable steps to

notify you of any substantial changes to this Policy; however, it is your responsibility to check this Policy periodically for changes. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.

6. Creative Commons license

This Terms of Service document is based on one developed by Dreamwidth (<http://www.dreamwidth.org/legal/dmca>) and is licensed under a [Creative Commons Attribution-ShareAlike 2.5 License](#).