

# PlantMe site terms and conditions

Welcome to PlantMe's terms, thanks for stopping by. We think this stuff is important, and we're glad you've taken an interest.

## 1. Our Services

1.1 We provide the venue to sell, trade and gift at PlantMe in the form of our marketplace, including a digital planting diary allowing you to keep records of what you are.

1.2 We work to ensure our venue is safe and trustworthy, providing the best information for success.

1.3 We offer services to make our venue easier to user.

1.4 We own our own intellectual property.

1.5 We use Stripe as our payments processing provider. You can find out more about Stripe here: <https://stripe.com/>

1.6 We can change our Services on notice.

### **1.1 We provide a venue including PlantMe Marketplace and PlantMe plant diary.**

Our aim in providing our Services is to make climate action easy for Kiwis, while improving access to affordable nutrition, encouraging connection with nature and inspiring everyone to plant what they can.

We provide an online venue to introduce Members in various ways, and to allow Members to advertise anything gardening related.

In providing the PlantMe venue, we don't participate in the actual sale of Items or the transaction itself. We don't own any Items listed on our Site and don't offer them for sale, nor do we act as an agent for either party. We also don't take part in the actual provision of Member Services.

### **1.2 We work to ensure our venue is safe and trustworthy**

Our Members will only use PlantMe if they trust other Members and feel confident in the PlantMe community. We have a dedicated team, committed to making PlantMe a safe and secure online marketplace for Kiwis. While we can't pre-screen Listings if we become aware of any misuse of our Services, we'll take the appropriate action. This could be issuing a warning, removing content, disabling an account, banning a Member, or contacting the relevant authority.

Some examples of the kind of misuse we'd take action over are: illegal, stolen or unsafe Items; Listings that do not comply with New Zealand law or that infringe intellectual property rights; or harmful or offensive conduct. We may also limit your activities on our Site based on your off-site conduct, such as prior criminal convictions, insolvency, or any other conduct that puts our community or systems at risk.

You agree that we may disclose your personal information in accordance with our privacy policy, including your name and contact details, as well as any transactional records, site interactions or other relevant information, to the relevant authorities, parties and/or

### **1.3 We offer services to make our venue easier to use**

We offer a bunch of additional services to make our venue easier to use and to make gardening easier for Kiwis.

For example:

- Our payments service, Stripe, lets Members pay each other by credit card or bank account.
- Our digital planting diary allows Members to record and monitor their plant progress. We will use this data to show your climate action impact by reporting your personally generated emissions reductions or offsets. (In development)

### **1.4 We license our intellectual property to you**

To enable you to use and enjoy our Services, we grant you a limited, non-exclusive, non-transferable and revocable licence to use our Site and Services in accordance with our Terms.

We retain all of our intellectual property rights, including our rights in the software and source code used, to provide the Site and Services. You may not adapt, reproduce, copy, store, distribute, publish or create derivative works from any part of the Site, or commercialise or on-sell any information obtained from the Site or our Services, without our prior written consent.

### **1.6 We keep your funds within Greenback's Stripe account.**

We hold Member funds within the Stripe payment platform. All amounts deposited in that platform are held on trust for our Members, so that each Member has the right to a proportion of the account balance equal to the face value of his or her PlantMe account.

We may deduct amounts from the separate bank account as contemplated by these Terms, and you agree that you have no right to any interest earned on amounts deposited in this trust account.

No charges other than our Fees will be applied to PlantMe account balances, unless clearly stated in the Terms.

### **1.7 We can change our Services on notice**

We are constantly changing and improving our Site and Services. We may add or remove features or functions and we may suspend or stop providing a Service altogether.

## **2. Your Membership**

### **2.1 Becoming a Member**

It's free to become a Member of PlantMe, but we do have some eligibility terms. To become a Member you must:

1. be at least 18 years old and able to enter into contracts;
2. be a resident in New Zealand
3. complete the registration process and provide true, correct and up-to-date information.

We may allow you to register or log-in to some of our Services with a third party service (e.g. Facebook or Gmail), in which case we will access, store and use your information from that service, subject to their terms. Our privacy policy covers this also.

In order to use our Services, you only need one account. So, you can't register as a Member under multiple identities, personas, or aliases (whether they are false or not). You may create a business membership, in addition to your personal one.

### **2.2 Maintaining your membership**

You must maintain and update your personal and account information, to ensure it's always current and correct. We may contact you to verify your details.

You're responsible for all the activity that happens on your account. To protect it, keep your login information secret and secure, change your password regularly, and don't let anyone else use your membership.

Our Members work hard to earn great feedback, and rely on the feedback placed about others. Unless we give specific prior approval, your membership is not transferable and can't be sold, leased, lent or traded.

### **2.3 Your account balance**

We maintain an account for each Member. You must use your account to pay all fees.

You must promptly pay any negative account balance. If your account remains negative or you are in debt to us, we may take action against you to recover that debt. For example: by using a third party debt collection service, or deducting the amount owed from any other PlantMe account that you operate. You'll be liable for all expenses that we incur trying to recover that debt, including legal costs.

If your membership is terminated, we'll refund any balance of your account, less a \$5 processing fee that we may charge. If your balance is less than \$5, we won't refund you. If you haven't logged into your account for more than 18 months, your account will be suspended and any unused balance will be forfeited to us. You'll need to get in touch to get your account back up and running.

Promotional giveaways of PlantMe credit, bonus credit, or any free credit gifted to you on registration won't be refunded (upon termination or at any other time).

## **2.4 How we communicate with each other**

We may contact you about your membership, your transactions and any other activities on the Site. Our privacy policy has more information on this.

Subject to your email preferences, we may contact you with information or promotions about our other Services that we think you'll be interested in. We also send emails and e-newsletters to some of our Members, where we think they'll be relevant. You can unsubscribe from all emails and newsletters that don't contain important information about using PlantMe.

## **2.5 Terminating your membership**

You may terminate your membership at any time, for any reason. We'll need around three days to process your request. Similarly, we may refuse to offer some or all of our Services to you without prior notice, for any reason.

If we have restricted or prohibited your access to our Services, we will have done this for a reason and, if we can, we'll tell you why. You agree not to bypass these controls, for example, you agree not to create a new membership. If we have explained why your access to our Services has been restricted or prohibited, we reserve the right to cease further correspondence with you.

If your membership is terminated (by you or by us), your ability to access our Site will end and you must stop using our Services. Certain clauses from these Terms will continue to apply after termination, including clause 1.4, 3.4 and 8.3–8.6. If you visit our Site after termination, or otherwise use our Services, these Terms will apply.

# **3. Your general commitments**

We provide our Services with the aim of making life better for Kiwis. To help us do that, we need you to make certain commitments:

## **3.1 Code of conduct**

Our code of conduct sets out principles and behaviours that the PlantMe community reasonably expects of Members using our Services. The code of conduct forms part of these Terms. It's pretty common sense stuff.

### 3.2 Our venue is for New Zealand and Australia

Our venue is for New Zealand only currently, you must be located in New Zealand or Australia to buy Items on PlantMe; and Sellers must not send Items to an address that is outside these countries.

You must be located in New Zealand or Australia to list Items on PlantMe, unless we specifically approve you to use PlantMe from another country.

If we approve you to use PlantMe Marketplace from a country other than New Zealand, you'll need to offer buyers the option of paying by at least Stripe or payment to a domestic New Zealand bank account.

### 3.3 Don't be a dick

**No scraping:** You may not use a robot, spider, scraper or other unauthorised automated means to access the Site or information featured on it for any purpose. You also may not manually scrape, harvest or otherwise extract data from our Site without our express permission.

**Keep it legal:** You'll comply with all applicable laws when using our Services. Examples of some relevant laws are the [Fair Trading Act 1986](#), the [Consumer Guarantees Act 1993](#), the [Harmful Digital Communications Act 2015](#), the [Copyright Act 1994](#), and the [Trade Marks Act 2002](#).

**Keep it onsite:** You agree not to (a) use the Services or the Site to promote Items or services for sale outside of the Services; (b) complete a transaction, that started on PlantMe, outside of the PlantMe process; or (c) seek to avoid our success fees or our process. For the same reason, you mustn't list your contact details anywhere (e.g. in the Listing description, questions and answers, feedback, Member profile or PlantMe message boards), other than in the relevant fields provided during the listing process.

### 3.4 You give us a right to use your content for our Services

You confirm that you either own or have permission to use all of the content that you post and upload when using our Services. For example: any photos, data, information, Listing descriptions and other content ("your content").

You retain ownership of your content and nothing in these Terms is intended to claim ownership of your content or to restrict your ability to use your own content. To help us provide and improve our Services though, we need you to give us some permissions in relation to that content, which we set out below.

You give us a licence or right to use your content so we can improve and provide our Services. Lawyers refer to this as an *intellectual property licence* under which you grant a non-exclusive, transferable, sublicensable, royalty-free, and worldwide licence to us, to use, store, display, reproduce, modify, distribute, create derivative works, and save your content in any manner and on any media or platform to promote, improve and provide our Services. This means, for example, that if you list an Item for sale, you give us permission to store, copy, use and share that Listing (including any photos). This licence continues even if you stop using our Services. You confirm that you have the right to grant this licence to us.

The following examples don't cover all the ways we may use your content, but are intended as helpful examples: We may use the content by displaying it on a third-party website to promote the Listing while it's live (free advertising – awesome!). We may store the Listing so that we can help you re-list it in the future if it did not sell. We may use the content for marketing purposes, or we may store and use the content for our own internal purposes, to help us improve our Services. We won't use your trade marks or logos without your express permission.

## **4. Listing and Selling**

### **4.1 Our fees**

Our current fees are explained on our About page. You must pay them when they're due. By using our Services, you agree to pay our fees.

We may change our fees. We'll notify you about fee changes, usually by site announcement, and we'll generally give you two weeks' notice. If we introduce a new Service, the fees for that Service are effective at the time the new Service is launched. If you want to know what our current fees are at any time, just visit our About page.

From time to time we may offer special or promotional deals ("promos"), such as a discount on the normal success fees, or the chance to list without any success fees applying. When we offer these promos, the fee terms will apply along with any other terms advertised in connection with the special.

We understand that sometimes when an item is sold it doesn't always mean the transaction is completed. In these circumstances we're usually happy to refund any success fee by crediting your PlantMe account via our refund process. If we need to, we may contact you or other Members about a success fee refund request that we've received.

If you're a New Zealand resident, all of our fees are inclusive of GST (if any), unless we clearly express our fees as excluding GST.

### **4.2 Your advertised prices must include GST and you're responsible for your taxes (for the most part)**

If you are GST registered and you are a New Zealand based seller or you are a tax resident of New Zealand for the purposes of GST law, you must list items in New Zealand dollars and include GST (if any) in the price.

If your Item is likely to attract customs duty for buyers in New Zealand, you must ensure that this is clearly indicated in your Listing.

You must tell us if you are a non-resident for GST purposes and if your residency position changes. If you are a non-resident for the purposes of New Zealand GST law and you sell Items to New Zealand buyers, you must provide us with a GST exclusive price for your Listings and we will add GST to your Listings and return GST to the New Zealand Inland Revenue Department.

### 4.3 Keep it honest, legal, relevant and use our Services as intended

**Be clear and upfront:** All Listings must be accurate, current, complete and include all relevant information and the key terms. For example, a Listing on PlantMe Marketplace must include an honest description of the Item, the terms of sale, payment terms, shipping methods and who bears the cost of shipping. You agree to only list Items that are in your possession, unless we have approved otherwise in writing.

**Keep it legal:** Your Listing must comply with all laws. For example: (a) you must have the right to create the Listing, e.g. don't list Items that you don't own or where ownership is disputed, such as a relationship property dispute; (b) the Listing must be accurate and not misleading, which includes ensuring no material information is left out; (c) in terms of PlantMe Marketplace, must be legal to offer the service or sell the Item, and any Items must meet any relevant safety standards; and (d) your Listing must not breach any legal requirement, e.g. all listings must comply with the Biosecurity Act 1993 and all other relevant law. (e.g. banana passionfruit vines are in high demand, but are illegal to trade. The selling or buying of these is prohibited by law, and so will be removed from our Marketplace.)

**Use as intended:** Each of our Services and Listing options have a clear function or purpose. For example, the purpose of a gift for free listing is to offer the item for free to an interested party. You must use our Services for their intended purpose and must not misuse them in order to avoid our fees, advertise your business or manipulate search results. If you're ever in doubt about how to use our Services, feel free to get in touch.

### 4.4 Comply with our policies

**Specific terms:** We have a list of Items that are banned or restricted. Please check them out before listing.

**Delivery or pick-up:** You must promptly ship, post or deliver a sold Item to the successful buyer, or arrange pick-up with the successful buyer, when payment has been made. Unless you and the buyer agree otherwise, you are responsible for ensuring the Item arrives in the condition as described in the Listing.

## **4.5 Respond to our reasonable requests**

We may contact you to request further information about your Listings, if we need to. For example, we may ask you to provide some proof that an item is in your possession, or that an Item meets any relevant safety standards or laws.

## **4.6 We work to ensure our marketplace is stocked with relevant goods**

We want our marketplace to be stocked with relevant goods, that there is Member demand for and we may cap your number of listings or suspend sellers to help achieve this. For example, we may suspend Sellers whose sell-through rate is too low.

# **5. Buying**

## **5.1 Buying**

You should only click to buy if you intend to buy the Item at the listed price. Remember, buying creates a legal contract between you and the Seller where you agree to complete the trade.

We'll provide notification to the Seller so the transaction can go ahead. We may also provide your delivery address, if you've provided it. You should promptly pay the purchase price (plus any agreed shipping) and complete the transaction in the manner specified in the Listing.

If you don't pay for an Item that you've agreed to purchase, and the Seller complains to us, we may step-in. We'll exercise our discretion at the time and depending on the situation, we may issue you a warning, or we may suspend or terminate your membership including without giving you any prior warning.

## **5.2 Our payment products and Buyer Protection**

If you pay online on our platform, Buyer Protection will apply. If you wish to request a chargeback from your card issuer or bank, instead of seeking a refund under our Buyer Protection Policy, you should let us know and (subject to the specific terms of the relevant payment method) try to resolve the issue with the Seller first.

## **5.3 Paying by credit card**

While we help facilitate payment for some Items by credit card, we simply pass on payments made by one Member to another and we aren't involved in the transaction itself. Sellers are responsible for any refunds.

We have systems in place to reduce the risk of credit card fraud, but we're not responsible for protecting you from credit card fraud. Our fraud protection systems may block legitimate credit card payments from time-to-time. We understand this can be frustrating but hope you'll

understand that the cause is worthwhile. If we block your legitimate credit card payment, you'll need to pay by other means.

## 6. Feedback

Feedback is provided to facilitate trading between Members, and helps us to ensure a great experience for all Members.

We take feedback seriously and we hope you do too. The feedback you provide on other Members must not contain offensive, defamatory or retaliatory language or content. What's 'offensive'? We mean anything *we* find offensive, in our opinion. We'll remove any infringing feedback that we become aware of, but we hope that you'll be considerate and constructive.

Any feedback should relate to the specific transaction and not any other transaction.

## 7. Resolving problems

### 7.1 Disputes with a trade or another Member

You agree to try to resolve any disputes you have with other Members directly with them.

We do try to offer help and information where we can, especially if our Buyer Protection or Seller Protection Policy applies, but please keep in mind that we're not a party in any transaction between you and another Member, and there's only so much we can do.

Because we care about our Members' privacy, if you're taking a dispute with another Member to the Disputes Tribunal or other tribunal or committee, we'll only release that Member's details if you sign a statutory declaration. See our privacy policy for more information.

### 7.2 Disputes with us or our Service

If you have a dispute with us, please get in touch and we'll try to resolve it informally. If we need to contact you about a dispute, we'll use the last email address you gave us or any other reasonable method. If we haven't been able to resolve a dispute informally, either party can look to resolve a dispute or seek any remedy available through any legal method available.

The Commerce Commission is responsible for enforcing a number of consumer laws, including the Fair Trading Act (which prohibits false and misleading behaviour). If you have a complaint about PlantMe being misleading, you can [refer it to the Commission](#).

The [Advertising Standards Authority](#) is a self-regulating body for the advertising industry, dedicated to ensuring advertising is socially responsible, truthful, and not misleading. If you have concerns about any PlantMe advertising, you can [submit these to the ASA](#).

PlantMe is proudly Kiwi and these Terms are governed by the laws of New Zealand. If there's a dispute, it will be resolved in New Zealand.

### **7.3 Our Services and system may not always be available**

We work hard to ensure the security and performance of our Services but we don't guarantee that our Services will be 100% secure, uninterrupted or error-free. We provide our Services on an 'as is' basis, without any warranty of any kind. That means your use of our Services is at your own risk. It also means that we exclude and disclaim all implied warranties, to the extent that we legally can, such as fitness for purpose, merchantability and non-infringement.

If you are using our Services for a personal purpose, then nothing in our Terms limits any consumers' legal rights that may not be waived or limited by contract.

Any information or advice that we may give you regarding or during your use of our Services is also subject to the disclaimers in these Terms and won't create any warranty that isn't expressly given in these Terms.

### **7.4 Our liability to you is limited**

To the maximum extent permitted by law, you assume full responsibility for any loss or damage that results from your use of the Site and Services. We won't be liable to you or any other person in connection with the Services, this Site, your use of the Services or Site, or another Member's acts or omissions, whether for negligence, breach of contract, breach of statutory duty or otherwise. We won't be liable for anything that is outside of our reasonable control. We won't be liable for any loss or damage, whether direct or indirect. For example, we won't be liable for loss of profits, loss of business or anticipated savings, general or special damages, or consequential or incidental loss.

### **We're not a party in any transactions between Members**

As mentioned in clause 1.1 of these Terms, other than providing our Site as a venue, we don't take any part in the sale or purchase of Items on our Site, nor are we involved with the provision of Member Services. All transactions and other contact between you and other Members is entirely at your risk.

That means that we aren't liable or responsible for:

1. any Member Services that are offered or provided;
2. the safety, quality or legality of any Items or Member Services that are listed on the Site, or the accuracy or truth of any Listings;
3. any guarantees or assurances that a Seller has made regarding a Member Service or Item they have listed, including any implied warranties.

Plus it means that we give no guarantee or warranty:

1. that any Item or Member Service listed on our Site will meet your requirements or expectations;
2. in relation to Items listed or sold on the Site; or
3. that any information posted on our Site, including feedback, is error-free or reliable.

In any transaction, your relationship is with the other Member, not with PlantMe (for the most part).

### **We're not responsible for Member conduct on our Site**

We don't control our Members (and wouldn't want to, that's creepy!), nor do we pre-screen every Listing, feedback or other communication before it's posted on our Site. Because of this, we take no responsibility for any misconduct of our Members. For example, we are not liable if:

1. a Member has registered under false pretences or has attempted to defraud you;
2. a Listing is inaccurate or untrue, or if the Seller doesn't have the right to sell the Item to you (e.g. if they don't own the Item);
3. a buyer fails to complete a transaction, including where they pay (or have tried to pay) by credit card.

Despite this, we may be able to assist you through some of our policies such as our Buyer Protection policy and our **Seller Protection Policy**.

### **Other advertising on PlantMe**

Responsibility for the content of advertisements appearing on our Site (including links to advertisers' own websites) rests solely with the advertisers. The placement of these ads on our Site doesn't mean that we endorse or recommend the product or service. Each advertiser is solely responsible for any representation made in connection with its advertisement.

## **7.5 We have broad rights and remedies if our terms are breached**

Without limiting any other rights and remedies available to PlantMe, we may limit your activities on the Site, remove your bids, Listings or other content, warn other Members of your actions, issue a warning to you, suspend or terminate your membership, or refuse to provide our Services to you (and your affiliates), if you breach our Terms, or where we consider it appropriate.

If we don't immediately take action on a breach of these Terms, that doesn't mean we're giving up any rights to do so and we can take action later.

## **7.6 You agree to hold us harmless in the event you cause us loss**

You agree to indemnify us and hold us harmless against any claim made by yourself or any third party that is in any way related to: (a) your access to or use of our Service; (b) your

failure to complete a transaction; (c) your sale or attempted sale of an illegal Item, prohibited under clause 4.3; (d) your breach of these Terms; or (e) any content or Item that you submit, post, transmit or make available through our Services. Your indemnity under this clause covers all losses, damages or expenses (including legal costs) that we may suffer or incur.

## 8. About our Terms

### 8.1 The Terms cover our Services and include Specific Terms

These terms, our privacy policy and all terms and policies posted on our Site govern your use of our Services, and are the Terms that we offer our Services to you. Please read them carefully.

The Terms make up the entire agreement between us in relation to our Services and apply instead of any prior version of any of the Terms. Where there's a conflict between these Terms and any Specific Terms, the Specific Terms will take priority to the extent of the conflict.

By browsing our Site, using our Services or registering as a Member of PlantMe you're agreeing to these Terms. If you don't accept our Terms, you must immediately stop using our Services or browsing our Site.

### 8.2 How to read our Terms

Headings are provided only to make these Terms easier to read and understand. The fact that we wrote these Terms won't affect their interpretation.

We have provided examples in these Terms to help explain what we mean. Where we have provided examples, or where we say 'includes' or 'including', the examples given may not be all possible examples.

If it turns out that part of these Terms aren't enforceable, then that part will be removed or edited as little as possible, and the rest of the Terms will continue to apply.

Some words used in these Terms have special meanings. We have set these out below:

**Item(s)** means goods that are bought or sold on PlantMe.

**Listing** means a listing on the Site through which you offer, gift, buy, sell or advertise any Item

**Member** means a registered member of PlantMe.

**Member Service(s)** means a trade or other service that has been advertised by a Member in the services category on our Site.

**Seller** includes any person placing a Listing for the sale of an Item.

**Services** means any one or more of the services offered by PlantMe or PlantMe's wholly owned subsidiaries, from time to time, advertising and any other service that PlantMe may offer.

**Site** means any PlantMe website or application through which the Services are offered.

**Specific Terms** means any other terms, conditions or policies which apply to your use of our Services and that are posted on our Site or otherwise communicated to or agreed with you in writing.

**Terms** means these terms and conditions, our privacy policy and all terms and policies posted on our site.

**We, us, our** and **PlantMe** are a reference to PlantMe.

**You** and **your** are a reference to you.

### **8.3 We can change our Terms on notice**

We may update these Terms from time to time by a site announcement or other notice. For significant changes we may notify you directly via email. Occasionally urgent changes may be required, but we'll generally give you at least two weeks' notice to give you an opportunity to review the changes before they go into effect. Once any updated Terms are in effect, you'll be bound by them if you continue to use our Services. If you don't agree to any updated Terms, you must stop using our Services.

We encourage you to view this page from time to time for the latest Terms.

Still have questions? Send us an email at [info@greenbackme.com](mailto:info@greenbackme.com)