

# NMR Herd Companion Terms and Conditions



When using this site, you are agreeing to the following terms and conditions. Any dispute connected to the use of the site or associated data or information is governed by English and Welsh law.

## **Liability of use**

National Milk Records Limited (NMR) will at all times use as far as is reasonably possible, its professional knowledge and judgement to ensure content of this site is accurate and all such information is given in good faith. NMR does not provide any warranty connected to the accuracy of data or statements made in Herd companion and may not be held liable for any losses arising from the use of such data or information.

## **Limitation of Liability**

NMR may not be held liable for any losses, lost opportunities or loss of profit, incidental or consequential either in contract or tort no matter how those losses have arisen, resulting from the reliance by the user of Herd companion and associated information or data. NMR accepts no liability for the non availability of Herd companion or failure by customers to access data via Herd companion. NMR will not accept liability in any manner, for the misuse of passwords or security of data by third parties.

## **Security**

All customers have unique log in and password credentials and it is recommended passwords are changed at frequent intervals to maintain security of data.

NMR will not change a customer's password to Herd companion unless requested to do so by the customer or a technical issue arises. In the event of a technical requirement to change the customers' passwords NMR will inform the customer within 7 working days.

Access to data either as read only or read write access is the responsibility of the customer and at no time should security credentials be shared with third parties.

## **Access to data**

NMR have provided the facility for all customers to control access to their own data, this includes those who may have access to data at the farm business and those third parties, such as vets, who may access the customers data. It is the customers' responsibility to control who has access to his/her data via Herd companion.

NMR will not provide access to data to any third party without the express permission of the customer and cannot be held liable for any losses arising from the misuse of the access system.

Assistance with access settings may be obtained from NMR software support via e-mail or by phone using the contact details below.

## **Use of Herd companion**

Herd companion is designed for use by NMR customers for herd management purposes and as a wider source of information for both customers and the wider dairy industry. All links to the site must be reasonable and carried out in a legal manner and not impact the reputation of NMR in any way. This expressly includes exposing NMR to illegal activity.

## **Data Entry/ Data Correction**

It is the users' sole responsibility to ensure the accuracy of all data entered via the Herd companion site. Data entry mistakes or inaccurate data must be reported to NMR for correction within 28 days of that data being recorded, to enable NMR to correct such mistakes. Once validated, errors will be corrected by NMR as soon as practicable and normally within 24 hours

## **Reporting issues**

Any issue arising from the use of Herd Companion, including data quality errors must be reported to NMR via e mail to [customerservices@nmp.com](mailto:customerservices@nmp.com) or by telephoning NMR Customer Services on 03330 043043.

**Data Protection**

The use of all customer data either personal or business held by NMR is limited to the purposes of delivering services /products and may be used from time to time by NMR to update customers on new services. NMR will not provide customer data to third parties without express written permission, except as outlined in NMR's standard terms and conditions.

**Marketing**

NMR from time to time, will use customers' data to contact customers regarding new services or products offered by NMR. Customers have the right to opt out of such communication and may do so by contacting NMR Customer Services via e-mail.

**Misuse of Herd companion.**

You must not attempt to access Herd companion or any NMR software or hardware other than by the official route for any reason, including the introduction of viruses or other malicious software.

Any malicious activity detected as originating from a customer's computer or anyone associated with that customer will lead to a suspension of access and possible criminal action.

NMR would report all such security breaches/activity to the relevant authority.

**Electronic Linking to the Herd companion web site**

Such links may only be set up for reasonable purposes and at no time should links be used in such a way as to imply patronage or business links between NMR and third parties or for illegal activity.

**Herd companion availability**

NMR will endeavour to keep the Herd companion web site open for the longest time possible however NMR reserves the right to take the site off line and forcibly logout all users for essential maintenance or upgrading. These times will be kept to the minimum required in each circumstance.

**Herd Companion Changes**

From time-to-time NMR will make changes to Herd companion, either in content or to improve the user experience, which are believed to be in the interests of all customers. NMR is not obliged to make such changes but will endeavour to keep information current and relevant.

**NMR copyright and intellectual property**

NMR reserves the right to copyright and intellectual property contained in or displayed in Herd companion. Any reproduction, distribution, incorporation into other systems, hard copy or electronic reproduction, other than by customers for herd management purposes of such material, may only be carried out with the written permission of NMR.

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