

FARMAP PLATFORM TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1 The FARMap Platform and the Services made available through the Website and mobile application are owned and operated by Samuel Kenneth Baulch as the trustee for the Alanvale Trust (ABN 44 878 464 328) (**FARMap**).
- 1.2 By using, browsing or accessing the FARMap Platform and the Services, you acknowledge that you have read, understood and accept these FARMap Platform Terms and Conditions (**agreement**), together with our Privacy Policy, and agree to abide by them. If you do not accept this agreement, you must not access and use the FARMap Platform and the Services.
- 1.3 In this agreement, **User**, **you** and **your** means the individual who accesses or uses the FARMap Platform and the Services, and whose details are listed in the User Access Portal (and includes anyone acting on your behalf or with your express or implied authority).

2. REGISTRATION AND ACCESS

- 2.1 To access and use the FARMap Platform and the Services, you must create and setup an account on the FARMap Platform (**User Profile**). Your User Profile will be operated by a username (which will be your email address) (**User Name**) and password (**Password**). You can change your Password at any time by you accessing the User Access Portal.
- 2.2 To setup a User Profile on the FARMap Platform, you:
 - (a) will be required to provide, and keep us up-to-date with, accurate registration information and Personal Information (including full name, email address and billing information). All Personal Information as well as the information you provide to setup your User Profile is subject to our Privacy Policy; and
 - (b) must be over 18 years of age, and legally able to enter into contractual relations. If you are under the age of 18 years (**child**) you must immediately cease and refrain from accessing or using your User Profile and/or accessing and using FARMap Platform and Services, unless and until your parents or guardians have agreed to abide by this agreement. Your continued use of the User Profile constitutes an acknowledgement by you that you are over 18 years of age, or your parents or guardians have agreed to abide by this agreement.
- 2.3 You are responsible for:
 - (a) maintaining control over, and the confidentiality of, your User Profile, User Name and Password;

- (b) keeping your User Profile registration information current, complete, accurate, and truthful. You must not impersonate another account holder or provide false identity information to gain access to or use the FARMap Platform or the Services;
- (c) notifying us in writing of any unauthorised access to, or use of, your User Profile, User Name or Password; and
- (d) for all activities or transactions that occur using your User Profile. We are not liable for any loss or damage arising out of, or in connection with, any unauthorised access or use of, your User Profile, User Name and Password.

2.4 At any time, you may edit, update, de-activate or change your User Profile.

3. YOUR OBLIGATION

- 3.1 Subject to the terms of this agreement, FARMap grant you a non-exclusive, personal, revocable, non-transferable and non-sub-licensable licence to download, access and use the FARMap Platform and the Services during the Subscription Term. You must only use the FARMap Platform and the Services for personal use or for internal business purposes.
- 3.2 You will not acquire, or be entitled to, any rights other than those rights expressly set out in this agreement.
- 3.3 When accessing and using the FARMap Platform and the Services, you must at all times:
- (a) obtain and maintain all hardware, software and communications equipment necessary to access, and use, the FARMap Platform and the Services;
 - (b) comply with all Relevant Laws with respect to your obligations under this agreement; and
 - (c) comply with all of our directions, policies and guidelines advised in writing to you or as displayed on the FARMap Platform from time to time.
- 3.4 FARMap will not be liable to you or anyone else if, for any reason, the FARMap Platform and the Services is unavailable at any time or for any period. From time to time, FARMap may suspend or restrict access to all, or some parts of the FARMap Platform and the Services. You are responsible for making all arrangements necessary for you to access and use the FARMap Platform and the Services.
- 3.5 You must not:
- (a) introduce, access, store, distribute or transmit any viruses, worm, trojan or other malicious code into the FARMap Platform;
 - (b) violate any FARMap IP or any third party's Intellectual Property;

- (c) copy, modify, duplicate, create derivative works from, frame, mirror, republish, transmit or distribute all or any portion of the FARMap Platform, or any other third party software that you may access or use through the FARMap Platform, in any way;
- (d) access all or any part of the FARMap Platform and/or the Services in order to build a product, service or code which competes or reproduces the FARMap Platform and/or the Services (in full or part);
- (e) modify, alter, adapt, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the FARMap Platform in any way, or otherwise learn the source code or algorithms underlying the FARMap Platform;
- (f) license, sell, rent, lease, sub-let, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, encumber or otherwise make the FARMap Platform and the Services available to any third party;
- (g) use the FARMap Platform or the Services for any unlawful purpose or other purpose not authorised by FARMap in writing; and
- (h) engage in any activity or conduct that is in breach of any Relevant Laws.

4. USER DATA

- 4.1 You acknowledge that the accuracy, quality, validity and completeness of the User Data (including any farm mapping data and livestock treatment information) created or generated by the FARMap Platform and Services is dependent on you using the FARMap Platform and the Services strictly in accordance with FARMap's instructions as specified on the FARMap Platform. You assume sole responsibility for any User Data obtain from, or outcomes arising from, your access to, and use of, the FARMap Platform and Services (including any decision, act, or failure to act by you based on any results obtained from your access to, and use of, the FARMap Platform and Services). To the maximum extent permitted by Relevant Laws, FARMap do not warrant that the User Data generated or created using the FARMap Platform and/or Services (including any farm mapping data and livestock treatment information obtained by you from or through the FARMap Platform or the Services) are accurate, complete, valid, reliable, current or error-free or of a minimum quality or standard.
- 4.2 FARMap disclaim all liability and responsibility arising from any reliance placed on such User Data, and any farm mapping data and livestock treatment information provided therefrom, by any User of the FARMap Platform or third party. FARMap make no representations or warranties that use of the User Data will not infringe any third party's Intellectual Property.
- 4.3 You agree to make your own enquiries to verify the User Data, information, content or other data generated, created, displayed or published on, or via, the FARMap Platform, and to assess the accuracy, validity, completeness, reliability and currency of the User Data. If you choose to rely upon and use the User Data (including any farm mapping data and livestock treatment information generated by the FARMap and Services), you do so at your own risk.

5. SUBSCRIPTION FEES AND PAYMENT

- 5.1 Except for during the Trial Period, to access and use the FARMap Platform and the Services, you must pay us the Subscription Fees and other amounts owing to us under this agreement during the Subscription Term. The Subscription Fees are payable in advance (either on a monthly, 6 monthly or 12 monthly basis) in accordance with the Direct Debt Authority. If you pay the Subscription Fees on a 6 monthly or 12 monthly basis, FARMap will provide you with a discount on the Subscription Fees as specified on the FARMap Platform.
- 5.2 During the Trial Period, you will not be required to pay the Subscription Fees to access and use the FARMap Platform and the Services.
- 5.3 All Subscription Fees are in Australian Dollars and are inclusive of any goods and services taxes. To the maximum extent permitted by Relevant Laws, the Subscription Fees and all other amounts owing to FARMap under this agreement are non-refundable.
- 5.4 When setting up your User Profile, you will be offered payment options to pay the Subscription Fees. FARMap may, at its absolute discretion and without notice to you, change the payment methods that can be used to access and use the FARMap Platform and Services at any time.
- 5.5 Payment of the Subscription Fees and all other amounts owing to FARMap under this agreement are made by means of direct debit in accordance with the Direct Debt Authority in clause 6. By making payment of the Subscription Fees or any other amount owing to FARMap under the agreement, you will provide FARMap's Third Party Payment Processor with accurate and complete billing information, and you authorise FARMap and/or its Third Party Payment Processor to access your billing information (including Personal Information) for the purpose of processing your payment.
- 5.6 FARMap may increase our Subscription Fees for the provision of the FARMap Platform or charge additional fees to access premium or new functions or features of the FARMap Platform at any time upon 30 days' written notice to you. The fee increases will come into effect in the next billing cycle. If you do not agree to these fee increases, you may terminate this agreement by written notice to FARMap no later than 14 days after the date you received written notice of the fee increases.

6. DIRECT DEBIT AUTHORITY

- 6.1 By accepting this agreement, you authorise us to arrange for the Subscription Fees or any other amount owing to FARMap under this agreement to be debited from your credit card or bank account (as applicable) as and when such fees are due and payable under this agreement (**Direct Debt Authority**).

- 6.2 You may cancel, defer or change your Direct Debit Authority by notifying FARMap in writing at least 14 days before the day on which your next debit is due. If you cancel or defer Direct Debit Authority, FARMap may not be able to provide you with access to, and use of, the FARMap Platform and Services, unless you provide FARMap with new Direct Debit Authority.
- 6.3 It is your responsibility to ensure that there are sufficient funds available on your credit card or bank account (as applicable) to allow each debit to be made in accordance with the Direct Debit Authority. If there are insufficient funds:
- (a) the transaction will be rejected and the payment will be treated as if it were never made;
 - (b) your financial institution may charge you a fee and/or interest;
 - (c) FARMap may charge you a dishonour fee at our prevailing rate at the time; and
 - (d) you must arrange for the debit to be made by another method or arrange for sufficient funds to be available by an agreed time so that FARMap can process the debit.
- 6.4 It is your responsibility to check your credit card or bank account statement (as applicable) to verify that the amounts debited from your credit card or bank account are correct.
- 6.5 If you believe that an error has been made in debiting your credit card or bank account (as applicable), you should notify FARMap as soon as possible in writing and FARMap will promptly investigate and FARMap will adjust your credit card or bank account balance as required.
- 6.6 If you cancel the Direct Debit Authority, your right to access and use the FARMap Platform and Services will cease at the end of the current billing cycle. If you wish to re-activate your subscription, you will need to pay a re-activation fee at FARMap's prevailing rates at the time.

7. INTELLECTUAL PROPERTY

- 7.1 You acknowledge that FARMap, or its licensors, are the owners of the FARMap Platform (or any Intellectual Property contained therein) including any information, Content or technology that may be provided to, or accessed by, you in connection with your use of the FARMap Platform and the Services (including any modifications, enhancements of the foregoing) (collectively, **FARMap IP**). Accessing and using the FARMap Platform and the Services does not give you (or anyone else) ownership of, or any right, title or interest in FARMap IP.
- 7.2 Ownership of any User Data will vest in the creator of that User Data, but excluding FARMap IP.
- 7.3 You grant FARMap a worldwide, non-exclusive, royalty-free, perpetual and transferable licence to use, disclose, reproduce, store, distribute, publish, export, adapt, edit, delete, translate, produce derivative works from or copy and User Data (and all Intellectual Property contained therein) for the purpose of:

- (a) enabling FARMap to provide you with access to, and use of the FARMap Platform and the Services and otherwise perform our obligations and exercise our rights under this agreement;
- (b) informing you of products, services or events that FARMap may offer from time to time or in relation to Third Party Products;
- (c) identifying usage patterns, trends, and other statistical or behavioural data derived from use of the FARMap Platform, in aggregated anonymized form, for the purposes of providing, operating, maintaining, or improving the FARMap Platform and the Services, and for marketing purposes as further described in our Privacy Policy; and
- (d) sharing User Data with an Affiliate or other third party (with whom we may contract or be affiliated with from time to time) for the purposes of performing or improving the FARMap Platform and the Services.

8. OUR OBLIGATIONS

- 8.1 Subject to your compliance with the terms of this agreement, FARMap will use reasonable endeavours to provide you with access to and use of the FARMap Platform and the Services for the Subscription Term.
- 8.2 The undertaking in clause 8.1 shall not apply in the event of:
- (a) any non-conformance which is caused, or contributed, by use of the Services and the FARMap Platform contrary to our instructions or the terms of this agreement;
 - (b) modification or alteration of the Services and the FARMap Platform by any party other than FARMap or its duly authorised Personnel;
 - (c) the unsuitability or malfunction of the computer hardware or computer software used by you in conjunction with which the FARMap Platform and the Services are used;
 - (d) Force Majeure Events; and
 - (e) the unsuitability or malfunction of the Services when used in conjunction with any software, platforms, applications and tools supplied by a third party provider.
- 8.3 In the event that FARMap fail to provide you with access and use of the FARMap Platform and the Services in accordance with clause 8.1, FARMap shall use reasonable endeavours to correct any such non-conformance, or provide you with an alternative means of accomplishing the desired performance. The foregoing constitutes your sole and exclusive remedy for any breach of clause 8.1.

9. NO WARRANTIES

- 9.1 You acknowledge that any of the Services provided on, or via, the FARMap Platform does not constitute professional veterinarian, livestock or land management advice. You should

always consult a veterinarian or other livestock or land management expert in relation to managing your livestock and paddocks. Reliance on, and use of, the User Data is at your own risk.

- 9.2 To the maximum extent permitted by Relevant Laws, FARMap exclude all express or implied representations, conditions, statutory guarantees, warranties and provisions (whether based on statute, common law or otherwise), in connection with the FARMap Platform and the Services.
- 9.3 Nothing contained in this agreement excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the *Competition and Consumer Act 2010 (Cth)* or any other international, national, State or Territory legislation where to do so is unlawful.
- 9.4 You acknowledge, and agree that to the maximum extent permitted by Relevant Laws, FARMap make no representation, warranty or guarantee in relation to the availability, continuity, reliability, accuracy, currency, validity or security of the FARMap Platform and the Services (or any User Data) and FARMap will not be liable if the FARMap Platform or the Services, or becomes unavailable for any reason, including directly, or indirectly as a result of:
- (a) telecommunications unavailability, interruption, delay, bottleneck, failure or fault;
 - (b) negligent, malicious, willful acts or omissions of third parties (including third party service providers) or other users;
 - (c) maintenance or repairs carried out by FARMap or any third party service provider in respect of any of the systems used in connection with the provision of the Services or the FARMap Platform;
 - (d) services provided by third parties (including internet service providers) ceasing or becoming unavailable; or
 - (e) a Force Majeure Event.
- 9.5 You acknowledge that, to the maximum extent permitted by Relevant Laws, FARMap do not make any warranty or representation that:
- (a) your access to, and use of, the FARMap Platform and the Services will be uninterrupted, virus-free or error-free; and/or
 - (b) the FARMap Platform and the Services (or any User Data, farm mapping data and livestock treatment information generated through the FARMap Platform or the Services), will be accurate, complete, reliable, current or is suitable for any particular purpose or use under any specific conditions, and so is provided on an “as is” basis.
- 9.6 You acknowledge that your access to, and use of, the FARMap Platform and use may be interrupted or unavailable during scheduled or unscheduled maintenance.

10. LIMITATION OF LIABILITY

10.1 To the maximum extent permitted by Relevant Laws, FARMap will not be liable to you or any third party for:

- (a) any Claims or Losses (including Consequential Loss); or
- (b) loss of, or damage to, any property, livestock or any personal injury, illness or death to you, any third person or livestock,

arising out of, relating or connected to, the provision or use of the FARMap Platform and the Services (or any User Data, farm mapping data and livestock treatment information generated through the FARMap Platform or the Services) and this agreement, regardless of the cause of action on which they are based, even if advised of the possibility of such damage occurring.

10.2 All risk in using the FARMap Platform and the Services passes to you upon creating a User Profile, or otherwise using the FARMap Platform and the Services (whichever is earlier). FARMap assume no responsibility and FARMap have no liability to you or anyone else for any User Data or any farm mapping data and livestock treatment information obtained or generated from, or outcomes arising from your access to, and use of, the FARMap Platform and the Services (including, but not limited to, any reliance on such farm mapping data and livestock treatment information by you or any third party).

10.3 To the maximum extent permitted by Relevant Laws, under no circumstances will FARMap's aggregate liability to you or anyone else, whether based upon warranty, contract, statute, tort (including negligence) or otherwise, exceed the amount you paid to FARMap under this agreement in the 1 month immediately preceding the date on which the Claim giving rise to such liability arose.

10.4 You agree to defend, indemnify and hold FARMap, its Affiliates and its Personnel (collectively, the **Indemnified**) harmless from and against any and all Claims or Losses, that may be brought against the Indemnified or which the Indemnified may pay, sustain or incur as a direct or indirect result of or arising out of:

- (a) your access to, and use of, or reliance on the FARMap Platform or the Services (including the User Data);
- (b) the use by you or any third party of the FARMap Platform or the Services;
- (c) any breach of our or any third party's Intellectual Property or other rights caused by you;
or
- (d) any breach by you of this agreement.

11. THIRD PARTY PRODUCTS

11.1 You acknowledge that FARMap may use Third Party Providers to enable FARMap to provide you with access to, and use of, the FARMap Platform, and that your use of and reliance on it, is solely at your own risk.

11.2 FARMap do not endorse, sponsor or approve any Third Party Products or Third Party Providers made available on or via the FARMap Platform. It is your sole responsibility to determine that specific products or services used by you which may be offered through the FARMap Platform, meet your personal or business needs and/or are suitable for the purposes for which they are used.

11.3 Any rights you may have to access Third Party Products or Third Party Providers shall be limited to:

- (a) the extent of FARMap's ability to pass on such rights to you; or
- (b) the relevant Third Party Provider's terms.

12. PRIVACY

All Personal Information you provide to open a User Profile and any User Data you upload, generate, share, or publish on, or via, the FARMap Platform, is subject to FARMap's Privacy Policy, which is incorporated into this agreement. FARMap will not share, sell or disclose your User Data to any third party. You warrant that, in relation to any Personal Information comprising User Data or any other information disclosed to FARMap on, or via, the FARMap Platform:

- (a) it has been collected in accordance with Privacy Laws;
- (b) you have the authority to upload, post, publish or otherwise transmit such information on, or via, the FARMap Platform; and
- (c) you have obtained the informed consent of the individuals who are the subject of such Personal Information in order for FARMap to use, disclose, store, transfer, process or handle it.

13. TERM AND TERMINATION

- 13.1 This agreement will commence on the date you create a User Profile and unless otherwise terminated in accordance with its terms, shall continue for the Trial Period, and thereafter (in the event that you elect to continue to use and access the FARMap Platform and Services), shall continue for the Initial Term, and thereafter, this agreement shall be automatically renewed for successive periods equal to the Initial Term (each a **Renewed Term**), unless either party notifies the other of termination in writing at least 14 days before the end of the then current term, in which case this agreement shall terminate upon the expiry of the then-current term (**Subscription Term**).
- 13.2 During the Subscription Term you may terminate this agreement at any time by selecting the 'cancel subscription' function in your User Profile or this agreement will automatically terminate at the end of the billing cycle if you do not pay the Subscription Fee in advance for the next billing period. In this case, you will not be entitled to a pro rata refund of the Subscription Fees for the unused portion of the Subscription Term.
- 13.3 FARMap may terminate the agreement any time (without liability to you except FARMap will provide you with a pro rata refund of the Subscription Fees for the unused portion of the Subscription Term) by giving you 14 days' written notice.
- 13.4 Either party may terminate this agreement by giving notice with immediate effect if the other party:
- (a) commits a breach of any of its material obligations under this agreement, and if the breach is capable of remedy, does not remedy that breach within 14 days after receipt of notice of the breach or any further time allowed by the party; or
 - (b) suffers an Insolvency Event.
- 13.5 You agree that FARMap may, at any time and at its sole discretion, with or without cause or any notice to you, terminate, suspend or block your access to (either temporarily or permanently):
- (a) your User Profile and/or the User Access Portal; and/or
 - (b) the FARMap Platform and/or Services;
 - (c) any social media pages linked to its business or the FARMap; or
 - (d) any other products and services offered on, or via the FARMap Platform.
- 13.6 Cause for such suspension or termination under clause 13.5 may include, but are not limited to:
- (a) any serious or repeated breaches or violations of this agreement, our policies and guidelines (including our Privacy Policy) and any other agreements entered into between the parties;

- (b) serious or repeated breaches or violations of FARMap's or another person's Intellectual Property or privacy rights;
- (c) your failure to pay the Subscription Fees;
- (d) your activities, conduct or transactions on, or, via, the FARMap Platform, brings, or has the capacity to bring, FARMap into disrepute;
- (e) requests by law enforcement or other government agencies.

13.7 If FARMap terminates the agreement in accordance with clause 13.5, you acknowledge and agree that you are not entitled to pro rata refund of the Subscription Fees for the unused portion of the Subscription Term.

13.8 You agree that all such suspensions or terminations shall be made at FARMap's sole discretion and that FARMap shall not be liable to you or any third party for any such suspension or termination.

14. EFFECT OF TERMINATION

14.1 On termination of this agreement for any reason:

- (a) FARMap will disable your User Profile and your User Data will no longer be accessible by you through the FARMap Platform. All information that is no longer needed will be securely destroyed or de-identified; however, FARMap will be required to retain Personal Information (including basic registration information) in accordance with documentation retention and destruction laws; and
- (b) all licences to use the Services and rights of access to the FARMap Platform granted under this agreement will immediately terminate.

15. FORCE MAJEURE

FARMap shall not be responsible to you (or anyone else) if FARMap are prevented from or delayed in performing our obligations, by acts, events, omissions or accidents beyond our reasonable control, including but not limited to, acts of God, governmental actions, shipping, postal or other relevant transport strike, failure or accident, lockouts or other labour difficulty, war or national emergency, acts of terrorism, fire, explosion, flood, an act or omission of a third party, epidemic, pandemic, mandatory government shutdown or lockdown, shortage of or inability to obtain any necessary materials, equipment, facilities or services, the failure of performance provided by others, hacker attacks, denial of service attacks, internet interruption or virus, accidents or breakdown of plant, machinery, software, hardware or communication network, or default of hosting or data centre providers (**Force Majeure Event**).

16. DISPUTE RESOLUTION

- 16.1 Any party claiming a dispute exists under the agreement must notify the other party in writing of the nature of the dispute (**Dispute Notice**), except where urgent interlocutory relief is being sought.
- 16.2 The parties must in good faith attempt to resolve any dispute between them.
- 16.3 If the dispute cannot be resolved within 30 days of receipt of a Dispute Notice, either party may commence legal proceedings in relation to the dispute.
- 16.4 Each party must continue to perform its obligations under this agreement notwithstanding the existence of any unresolved dispute.

17. UPDATES AND VARIATIONS

- 17.1 Without notice to you, FARMap may, at its absolute discretion, from time to time:
- (a) change, add or delete the functions, features, performance, or other characteristics of the FARMap Platform; or
 - (b) apply or install updates to, or new versions of, the FARMap Platform.
- 17.2 You acknowledge that the Content and satellite images on the FARMap Platform are subject to change at any time and may be out of date at any given time. FARMap are under no obligation to:
- (a) provide support services, update, correct or fix any Content or the FARMap Platform to you, except as otherwise stipulated in the Support Services and Maintenance Policy; or
 - (b) notify you of any changes to the Content or the FARMap Platform unless required by a Relevant Law to do so.
- 17.3 Some of the provisions contained in this agreement may also be superseded by provisions or notices published elsewhere on the FARMap Platform. Any changes are effective immediately upon posting to the FARMap Platform. Your continued use of the FARMap Platform thereafter constitutes your acceptance of all such changes to the agreement.
- 17.4 Please read this agreement before using the FARMap Platform as the agreement may have changed since the last time you accessed and used the FARMap Platform. If you do not agree to any change, then you must immediately stop using the FARMap Platform and the Services.

18. SEVERABILITY

If any provision in this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this agreement which will continue in full force and effect.

19. RELATIONSHIP

No agency, principal-agent, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and us by this agreement.

20. ASSIGNMENT

Neither party shall, without the prior written consent of the other party (which will not be unreasonably withheld), assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under this agreement, except that FARMAP may assign, sell or transfer its rights or obligations under this agreement to an Affiliate or bona fide third party purchaser of FARMap business.

21. ENTIRE AGREEMENT

This agreement, and any other documents referred to in it, represent the entire agreement between us and you in relation to the subject matter and supersedes any previous arrangements, agreements, representations, understandings or statements (whether verbal, in writing, or in some other format).

22. JURISDICTION AND APPLICABLE LAW

The laws of the State of Victoria, Australia govern this agreement. The User agrees to submit to the exclusive jurisdiction of the Courts of Victoria, Australia.

23. DEFINITIONS

In this agreement, the following words shall have the following meanings:

- (a) **Affiliate** means in relation to any party, a person which, directly or indirectly, (i) is Controlled by that party; or (ii) Controls that party; or (iii) is Controlled by a person referred to in (ii) above, and for this purpose **Control** means the power of a person to secure (whether by the holding of shares, possession of voting rights or by virtue of any powers conferred by articles of association, constitution, partnership agreement or other document regulating such person) that the affairs of another are conducted in accordance with its wishes.

- (b) **Claim** means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature whether present or future, fixed or unascertained, actual or contingent, at law, in equity, under statute or otherwise.
- (c) **Content** means all the information, text, materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, databases, functionality and control features of the FARMap Platform.
- (d) **Consequential Loss** means the following, however arising and even if it is reasonably contemplated by the parties on the date you created a User Profile as a likely result of breach of the agreement:
 - (i) direct, indirect, consequential, incidental, special, remote or unforeseeable loss, damage, cost or expense;
 - (ii) loss of revenue, profit, income, bargain, opportunity (including marketing or advertising opportunity), use, production, customers, business, contract, goodwill, or anticipated savings, loss caused by business interruption, or the cost of obtaining new financing or maintaining existing financing, loss of or corruption to data, loss of use of data;
 - (iii) costs or expenses incurred to prevent or reduce loss or damage which otherwise may be incurred or suffered by a third party; or
 - (iv) loss or damage of the nature set out above in clauses (i) to (iii) (inclusive) that is incurred or suffered by or to a third party.
- (e) **FARMap** has the meaning in clause 1.1, and where the context permits, includes its Personnel and Affiliates.
- (f) **FARMap IP** has the meaning given to it by clause 7.1.
- (g) **FARMap Platform** means the software platform made available through the Website and mobile application, and used by FARMap to provide the Services to Users, including the application and database software for the Services, the system and server software used to provide the Services, the computer hardware on which that application, database, system and server software is installed, and all Intellectual Property contained therein, provided or otherwise made available by us on, or via, the FARMap Platform.
- (h) **Force Majeure Event** has the meaning in clause 15.
- (i) **Initial Term** means the initial subscription term as selected by the User when creating a User Profile (which is either one month, 6 months or 12 months).
- (j) **Insolvency Event** means the bankruptcy, liquidation or winding up, the appointment of a controller, administrator, receiver, manager, trustee in bankruptcy or similar insolvency administrator to a party or any substantial part of its assets or any event that has a substantially similar effect to the above events.
- (k) **Intellectual Property** means designs, copyright, trade marks, patents, operations, software or systems, trade names and domain names, rights in goodwill, rights in confidential information or other intellectual property rights, whether under statute, common law, equity, and whether registered or unregistered, and including all

applications for, and renewals or extensions of, such rights and all similar rights which subsist or will subsist now or in future in any part of the world.

- (l) **Loss** means loss, damage, liability, charge, expense, outgoing, payment or cost of any nature or kind, including all legal and other professional costs including Consequential Loss.
- (m) **Password** has the meaning given to it by clause 2.1.
- (n) **Personnel** means any person acting for or on behalf of a User and includes any director, officer, or employee or contractor, of the party.
- (o) **Personal Information** has the same meaning that it has under Privacy Laws, namely information or an opinion about an identified individual or an individual who is reasonably identifiable, whether the information or opinion is true or not and recorded in a material form or not.
- (p) **Privacy Laws** means any applicable laws and codes of practice dealing with privacy, including the *Privacy Act 1988 (Cth)* (as amended), the Australian Privacy Principles and any other legislation, codes and policies relating to the handling of Personal Information.
- (q) **Privacy Policy** means our privacy policy available on the Website or such other web address notified by us to you from time to time, which is incorporated into this agreement.
- (r) **Relevant Laws** means any relevant rules of common law, principles of equity, international, federal, state and local laws, statutes, rules, regulations, proclamations, ordinances and by-laws and other subordinate legislation, rulings, or legal requirements and Privacy laws, anywhere in the world.
- (s) **Renewed Term** has the meaning used in clause 13.1.
- (t) **Services** mean:
 - (i) the provision of interactive satellite images for mapping and tracking livestock movements and managing paddock and livestock treatments made available through the FARMap Platform; and/or
 - (ii) Support Services (where applicable).
- (u) **Subscription Fees** means the fees payable by the User to access and Use the FARMap Platform and Services during the Subscription Term as further described on the FARMap.
- (v) **Subscription Term** means the collective period of the Initial Term and each Renewed Term.
- (w) **Support Services and Maintenance Policy** means the agreement that documents the standard support and maintenance services to be provided by us to Users in connection with the FARMap Platform and the Services.
- (x) **Support Services** means the standard support and maintenance services related to the use and maintenance of the FARMap Platform as set out in our Support Services and Maintenance Policy.

- (y) **Third Party Products** means software, products, services or content (including all Intellectual Property contained therein) that: (i) are provided by third parties; (ii) interoperate with the Services and/or the FARMap Platform; and/or (iii) may be identified as third party products.
- (z) **Third Party Providers** means a supplier of Third Party Products.
- (aa) **Third Party Payment Processor** means Square and any other a third party payment processor permitted by FARMap from time to time.
- (bb) **Trial Period** means 14 consecutive days from the date you register and setup your User Profile.
- (cc) **User, you or your** has the meaning in clause 1.3.
- (dd) **User Access Portal** means the portal provided to the User to access and use the FARMap Platform and the Services.
- (ee) **User Data** means all data, information (including Personal Information), meta-data, mapping data and materials:
- (i) uploaded to or stored on the FARMap Platform by the User and/or any other person on behalf of the User;
 - (ii) transmitted by or through the FARMap Platform at the instigation of User and/or any other person on behalf of the User;
 - (iii) supplied by the User and/or any other person on behalf of the User for uploading to, transmission by, or storage on, the FARMap Platform; or
 - (iv) generated by the FARMap Platform as a result of the use of the Services by the User and/or any other person on behalf of the User,
- but excluding FARMap IP.
- (ff) **User Name** has the meaning in clause 2.1.
- (gg) **User Profile** has the meaning in clause 2.1.
- (hh) **Website** means the website located at <https://farmap.com.au> and any other website notified by us from time to time

Yes, I have read, understood and accept this agreement.

