

# AGRIPROVE WEBSITE AND DIGITAL PLATFORM TERMS AND CONDITIONS OF USE (TERMS OF USE POLICY)

Effective: 19 March 2024

## 1. Overview

- a) Welcome to the AgriProve website and digital platform (**Platform**). The Platform is operated by AgriProve Pty Ltd ABN 35 624 305 371 (defined as “**AgriProve**”, “**we**”, “**our**” and “**us**”).
- b) These terms and conditions of access and use (**Platform Terms**) apply to all Users of the Platform. Please read these Platform Terms carefully. By registering for, accessing, browsing or otherwise using any part of the Platform or the services we provide through the Platform, you acknowledge and agree that you have read, understood and agree to be bound by these Platform Terms.
- c) You should regularly review these Platform Terms and our Privacy Policy as they are subject to change from time to time. Where any change is made to any of them, we will provide you with reasonable prior notice through the Platform.
- d) Where there is inconsistency between the content on our website or Platform and these Platform Terms, the Platform Terms shall prevail to the extent of any inconsistency.
- e) If you do not agree with any part of these Platform Terms or our Privacy Policy, or any change to any of them notified through the Platform, you should immediately discontinue your access to and use of the Platform.

## 2. Use of the Platform

### 2.1. Lawful Use

- a) At all times, you must use the Platform for lawful purposes and ensure that your access to, and use of, the Platform is not prohibited by any Applicable Law. It is your responsibility to obtain legal, financial, accounting and other professional advice in respect of your compliance with all Applicable Laws.
- b) You agree that you may only access and use the Platform in accordance with these Platform Terms and in accordance with all Applicable Laws.
- c) You agree at all times to deal with any information or material provided by us or by any other User or accessed through the Platform, in a manner which complies with all Applicable Laws. Where permitted by the Platform, you may download content or material for personal use or legitimate business only, provided you do not remove any copyright, trade mark or other proprietary notices or materials and you

comply with all requirements of these Platform Terms in respect of that content. You may not otherwise sell, redistribute or use the content of the Platform for any other use. We do not permit any copy, modification, alteration, distribution, sale, broadcast or transmission of any downloaded or downloadable content or material other than to the extent set out in these Platform Terms.

## 2.2. Misuse and Interference

You agree to not:

- a) attempt to gain unauthorised access to any part of the Platform or any Registered User information;
- b) interfere with or disrupt, attempt to interfere with or disrupt or encourage, aid, abet, counsel or induce a third party to interfere or disrupt (or attempt to interfere with or disrupt) any protection software associated with the Platform, the servers or networks connected to the Platform or the integrity or performance of the Platform;
- c) upload, communicate, send or store any Harmful Code when using the Platform or use any data mining, robots, crawlers, spiders or similar data gathering or extraction methods on the Platform;
- d) reverse engineer or decompile any part of the Platform;
- e) frame or link to any content or information owned by us or by any third party; or
- f) misuse any content or information available on the Platform;

in any way.

## 2.3. Account Creation

- a) Certain features of the Platform (including Tag Data) are only available to:
  - 1) Registered Users; and/ or
  - 2) Registered Users who have acquired certain products and services from us; and/ or
  - 3) Registered Users who have a current carbon credit participation agreement in place with us.
- b) To register an account on the Platform, you must provide the details of the Registered User.
- c) By registering an account on the Platform, you represent and warrant to us, as essential terms, that you are at least 18 years of age, you reside in a jurisdiction in which we operate or which the Platform has been made available by us prior to the date of your registration or first use of the Platform, you are authorised to set up an account on behalf of the entity, organisation or company named as the Registered User, we have not previously suspended or removed you or the named Registered User from the Platform and you have the legal capacity, power and authority to bind the named Registered User to these Platform Terms.
- d) By registering an account on the Platform, you represent and warrant to us as essential terms, that the information you provide us for the purpose of the creation and maintenance of the Registered User's account, is true, complete, accurate and current.
- e) If you fail to provide us with accurate or complete information, or if you refuse to provide information that we request, then we may be unable to complete the creation of an account, and you may be unable to

access and to use the Platform. If any information provided to us in connection with a Registered User's account is or becomes inaccurate or incomplete, the Registered User must immediately notify us and update the information, via the Platform's tools and functionality.

#### **2.4 Use of Registered User account**

- a) You are at all times responsible for the activity that occurs on your account through use of your User ID and Password, and you agree to ensure that only you use your User ID and Password in order to access and to use the Platform in accordance with these Platform Terms. You agree to take all necessary steps to protect your User ID and Password from unauthorised access, use or disclosure by any persons. You agree that in order to ensure the security of the Platform, you will comply with any reasonable and lawful directions relating to security of your account which we issue or which are issued on our behalf from time to time.
- b) You agree that you must not permit any third parties (including, but not limited to, insurance and other financial institutions) to access any Tag Data or other information that is made available to you as a Registered User on the Platform without the prior written consent of AgriProve, which will not be unreasonably withheld.
- c) You agree to immediately notify us if you become aware or suspect that your User ID and/ or Password are being used to access the Platform without your consent or if you become aware or suspect that your account has been accessed without your consent. Without limiting the foregoing, you agree to cooperate (at your own cost and expense) in relation to any investigation into and steps taken to manage the security of the Platform and the protection of your account, including any investigation into an actual or suspected unauthorised access to or use of the Platform using your User ID and/ or Password.
- d) You acknowledge and agree that we may monitor the use of your account on the Platform for the purpose of ensuring compliance with these Platform Terms and the security of the Platform and that we reserve the right to suspend your access to and use of the Platform in accordance with these Platform Terms where we identify any non-compliance or threat to the Platform's security.

#### **2.5 Prohibited information**

- a) You must not submit or upload any Submitted Content to or through the Platform that may disclose any information that is confidential to a party without the consent of that party, or which contravenes your privacy obligations or the privacy obligations of another party. Submitted Content must not be illegal and must not constitute or encourage any contravention of any Applicable Laws by any person and must not be vulgar, obscene, discriminatory, sexist or racist, violent or graphic, libellous, tortious, defamatory or invasive of the privacy of any other person.
- b) You agree that, without limiting our rights under these Platform Terms or Applicable Laws, we may remove any information or content you submitted or uploaded to the Platform which violates any of the restrictions on information and content set out in these terms. To the maximum extent permitted by Applicable Laws, we are not liable to you or to any organisation for the removal of any information or content except to the extent it results from our wrongful act.

## 2.6 Information and content you submit

- a) Subject to the remainder of these Platform Terms, you acknowledge and agree that you are solely responsible for any Submitted Content and that AgriProve is not responsible for the accuracy of any Submitted Content except to the extent it becomes inaccurate due to our wrongful act.
- b) You represent and warrant to us on a continuous basis that you own or you have the necessary licences, rights, consents and permissions to submit or otherwise provide any Submitted Content to us and that our use (including the reproduction on the Platform, provision of Submitted Content to third parties, and other exploitation of such Submitted Content (including the IPR in the Submitted Content) of the Submitted Content to operate the Platform and to make the Platform and its functionality and tools available to you and to other Users does not infringe the rights (including IPR) of any third party.
- c) You grant to us a non-exclusive, worldwide, perpetual and irrevocable, fully paid up licence of any Submitted Content (including the IPR in the Submitted Content) to enable us to operate the Platform and to make the Platform and its functionality and tools available to you and to other Users in accordance with these Platform Terms.
- d) Subject to the above, you further agree that you must not submit or otherwise provide any Submitted Content that contains material owned by any third party, unless you have permission from the lawful owner of the material or that you are otherwise legally entitled to submit the Submitted Content to us and to grant to us all of the licence rights set out in these Platform Terms.
- e) To the maximum extent permitted by Applicable Law, you agree to indemnify us with respect to any Losses arising out of or in connection with your wrongful acts with respect to any Submitted Content (or any part of any Submitted Content), including that results from our publication or release of the Submitted Content, and any Submitted Content provided by us to a third party, as permitted under these Platform Terms, or any imputations set out or contained in the Submitted Content.
- f) We agree to use all reasonable endeavours to preserve the Submitted Content in a readily accessible format (including, where reasonably possible, the format in which you uploaded or otherwise submitted the Submitted Content to the Platform) and to ensure that the Submitted Content can be accessed at any time (except when your access to the Platform is suspended or when the Platform is not available for scheduled or emergency support and maintenance) through the Registered User account associated with that Submitted Content. The foregoing does not impose any obligation on us to backup or to archive Submitted Content or to export or make Submitted Content available after the applicable Registered User account is suspended or terminated for any reason. You acknowledge that you are responsible for the backup, archiving and export of Submitted Content. You should not expect that we will continue to host or make Submitted Content available on the Platform beyond the time that we consider reasonably necessary in the circumstances to comply with our obligations under these Platform Terms and Applicable Law.
- g) You acknowledge and agree that by AgriProve providing any Submitted Content to a third party on your behalf, AgriProve does so as your agent only and does not guarantee that any purpose for which the Submitted Content is provided will be successful or achieved in a timely manner or by a specified date, other than where it is a result of our wrongful act.

## 2.7 Suspension of access to the Platform

- a) Without limiting our rights under these Platform Terms or under Applicable Law, you acknowledge and agree that we may at any time suspend or disable your access to the Platform if any of the following occurs:
- 1) you breach any of these Platform Terms in a material way or you fail to pay an amount that is due and payable;
  - 2) we determine the information you provided to us is inaccurate, incomplete, misleading or outdated in a material respect and you do not take steps to rectify the inaccuracy, the incompleteness or the timeliness of the information within 7 days of receiving a written notice from us;
  - 3) we become aware of any attempt by you or by any person with access to your account on the Platform to bypass any security measures we have implemented in relation to the Platform;
  - 4) we are required to suspend or disable access to the Platform for the purpose of carrying out support and maintenance in relation to the Platform, in which case we will use our reasonable endeavours to carry out such activity outside of Business Hours;
  - 5) we are required to suspend or disable access to the Platform pursuant to any Applicable Law (including to avoid you, us or any other User being in breach of any Applicable Law); or
  - 6) we must suspend or disable access to the Platform generally or in relation to your account in order to investigate and to remediate unauthorised access to or use of the Platform.
- b) We agree to use our reasonable endeavours to restore your right to access and to use the Platform where the reason for the suspension of access and use is rectified to our satisfaction.
- c) While we agree to use our reasonable endeavours to notify you in advance of the suspension or discontinuation of the Platform or any aspect of the Platform, to the maximum extent permitted by Applicable Laws, we are not liable to you or to any other party in the event we exercise the right under these Platform Terms to suspend, disable and/ or discontinue the Platform or any aspect of the Platform.
- d) You may terminate this agreement by notice to us in writing if we breach any of these Platform Terms in a material way. You must cease using the Platform immediately upon termination of this agreement.

## 3. Fees and payment

- 3.1 Fees for products and services provided through the Platform will be charged in accordance with the fees that are published at that time on the Platform.
- 3.2 AgriProve may increase the fees by providing you with reasonable written notice which may be provided by publication on the Platform (**Fee Increase Notice**).
- 3.3 Where a Fee Increase Notice is provided and you do not agree with the proposed new fees, you may terminate this agreement within the notice period without penalty by providing notice in writing to AgriProve. The termination will take effect from the date of the proposed fee increase under the Fee Increase Notice. If you do not elect to terminate the agreement in accordance with this clause, you will be deemed to have accepted the fee increase under the Fee Increase Notice.

- 3.4 Notwithstanding anything else in these Platform Terms, AgriProve may decrease the fees at anytime. In the event of a decrease in fees under this clause, that change will apply to the provision of applicable services after a notice in respect of the change is provided by AgriProve (which may be provided by publication on the Platform).
- 3.5 Payments for tax invoices that are issued by AgriProve are to be made pursuant to the payment arrangement agreed to by AgriProve. This will typically be either:
- a) electronic transfer of funds;
  - b) direct debit;
  - c) a credit card payment; or
  - d) a transfer of future Australian Carbon Credit Units (ACCUs) under a carbon project agreement which a User has in place with us; or
  - e) a transfer of Australian Carbon Credit Units (ACCUs held in an Australian National Registry of Emissions Units (ANREU) account) that were earned under a carbon project agreement which a Registered User has in place with us,
- or a combination of these (provided that you acknowledge and agree that we may reasonably limit the amount of future ACCUs that we will accept in payment, including by reference to the reasonably anticipated output of the relevant carbon project).
- 3.6 Our standard payment terms are:
- a) 14 days from the date of issue of a tax invoice where the agreed payment arrangement is a cash equivalent or from an existing ACCU inventory; and
  - b) 5 years from the date of issue of a tax invoice where the agreed payment arrangement is a future transfer of ACCUs. The AgriProve Fee (percentage of the Project ACCUs) and Additional Project Work and Services Fees, (if applicable) is settled at the time of Project ACCU issuance.
- 3.7 Our standard payment terms may be varied pursuant to the terms of any tax invoice we issue.
- 3.8 Our payment terms for tax invoices where the agreed payment arrangement is a future transfer of ACCUs may be varied by us by giving written notice after the date of issue of a tax invoice if, acting reasonably, we consider that:
- a) the applicable carbon project is unlikely to deliver sufficient ACCUs; and/ or
  - b) AgriProve is no longer the carbon project proponent.
- 3.9 You:
- a) irrevocably authorise the payment of all tax invoices that are issued through the agreed payment arrangement by the due date for payment; and
  - b) agree to take all steps reasonably required by AgriProve to ensure that all tax invoices are paid by the due date using the agreed payment arrangement.

- 3.10 Where the agreed payment arrangement is a future transfer of ACCUs, if you fail to transfer or AgriProve does not receive any transfer of ACCUs that are due to be transferred in accordance with a tax invoice issued to you, then the amount of the tax invoice will become immediately payable in cash.
- 3.11 If you fail to pay or AgriProve does not receive any amount that is due and payable in accordance with a tax invoice issued to you, then, without limitation to any other remedy, AgriProve may:
- a) exercise the rights conferred on us by these Platform Terms; and
  - b) if payment is not made within 14 days of the due date, cease providing you access to the Platform and the products and services provided through the Platform with immediate effect.
- 3.12 In addition to the fees we charge for access to the Platform and for Platform services, we may also receive additional fees, commission and/ or referral payments from third parties for providing Submitted Content to those third parties in accordance with your instructions.

#### **4. Intellectual Property Rights**

- 4.1 Subject to the remainder of this clause, you acknowledge and agree that, as between you and us, all IPR in the Platform and the AgriProve Content is owned or controlled by us, to the extent you upload to the Platform or provide or make available your Submitted Content via the Platform, you own the IPR in such Submitted Content and to the extent that third parties upload or provide Submitted Content via the Platform, the third parties own the IPR in such Submitted Content.
- 4.2 From the date you upload Submitted Content to the Platform, you grant to us (including the right to grant sub-licences in the Submitted Content) and to all Users authorised via the Platform to view the Submitted Content a non-exclusive, perpetual and irrevocable, worldwide, fully paid up licence of the IPR in such Submitted Content for any purpose.
- 4.3 We grant to you a non-exclusive, fully paid up licence of the IPR in the Platform and the AgriProve Content for the sole purpose of access and using the Platform in accordance with, and subject to, these Platform Terms. The licence granted to you under this clause commences on the date you are granted the right to access and to use the Platform and ends when your right to access and to use the Platform ceases for any reason.
- 4.4 If you are an Administrator or a Registered User, subject to these Platform Terms, you have the limited right to amend certain Submitted Content uploaded or made available via the Platform. If you are an Administrator, then the licence to amend the Submitted Content of third party Users commences on the date the Submitted Content is created and ends when you are no longer an Administrator.
- 4.5 You acknowledge and agree that the Platform allows you and other Users to upload certain Submitted Content which, once uploaded, cannot be varied or amended by any User (including an Administrator) without our consent, which will not be unreasonably withheld.
- 4.6 Except as permitted by Applicable Laws and otherwise to enable you to make full use of the Platform in accordance with these Platform Terms and any operating instructions we make available, you acknowledge and agree that you cannot reproduce, adapt or modify the Platform, the AgriProve Content, the Submitted Content of any third parties (except where your user privileges allow you to do so in the manner specifically described in these Platform Terms) or to otherwise create any derivative works therefrom.



- 4.7 You acknowledge and agree that we may use and license the use of your Submitted Content (in an aggregate and de-identified form) for the purposes of undertaking research, analytics, and for the purposes of carbon project administration to fulfill our obligations under the carbon project agreement . You acknowledge and agree that we will own all IPR in the results these activities, and that we may use and exploit it in our absolute discretion including by licencing or selling to third parties. If we exercise the right conferred hereunder, you acknowledge and agree that we are not obliged to pay you any licence fee or other consideration.

## 5. Third Party Links

We may provide links on the Platform to websites controlled by third parties and which are subject to their own terms and conditions of access and use and privacy policies. We do not have control over these websites, we do not endorse any information on any of the linked websites nor do we endorse the organisation controlling the website or the products and/ or services offered by the organisation via the linked website. Your access to and use of any of the linked websites is entirely at your own risk and discretion. This includes any website controlled by Ceres Tag Ltd with respect to their GPS Enabled Tags and Tag Data.

## 6. Privacy

- 6.1 You expressly authorise us to store and retain all Submitted Content (including all Personal Information forming part of the Submitted Content) on the Platform.
- 6.2 We will take all reasonable steps to ensure Submitted Content is kept secure and handled in accordance with our Privacy Policy. Submitted Content may be disclosed by us to third parties to facilitate: the provision of our Platform services; to monitor compliance with these Platform Terms; for the prevention and detection of any criminal or illegal activity; for fraud prevention purposes; and the for the purposes of carbon project administration to fulfill our obligations under the carbon project agreement.
- 6.3 You must comply with the Privacy Act 1988 (Cth) with respect to the collection, use, disclosure, accuracy, security and openness of all Personal Information uploaded to us or made available to us via the Platform.
- 6.4 You represent and warrant to us as an essential term of these Platform Terms that you have collected all necessary consents to allow you to disclose any Personal Information to us, including as part of the Submitted Content uploaded or made available via the Platform.
- 6.5 We take all reasonable steps to protect the privacy of the Personal Information we receive via the Platform in accordance with our statutory obligations under the Privacy Act 1988 (Cth). In particular, we will comply with our Privacy Policy. Our Privacy Policy forms a part of these Platform Terms such that your acceptance of these Platform Terms constitutes your acceptance of our Privacy Policy.
- 6.6 If you do not provide Personal Information to us when requested, you may be unable to access or use part or all of the Platform or the tools or functionality made available via the Platform. When you provide us with your Personal Information at our request, we may use the Personal Information to create an account for you. This account stores your individual information (which may include Personal Information about you) and includes settings generated in relation to your access and use privileges, the tools we make available and the Submitted Content. From time to time, we may also collect, use and disclose information in relation to your membership of a professional or trade association. To the extent we are required by law, we only collect this information



with your consent. By registering to use this Platform, you consent to our collection, use and disclosure of such information in accordance with our Privacy Policy.

- 6.7 In order to deliver the Platform to you, we may use 'cookies' or other forms of electronic information gathering to provide us with information about the access to and use of the Platform. Please see our Privacy Policy for further information.

## 7. Liability and indemnity

- 7.1 To the maximum extent permitted by Applicable Law, you agree to indemnify us and AgriProve Personnel (**Indemnified People**) from and against all Losses arising out of any wrongful act by you in connection with the Platform or these Platform Terms (including any action brought by any governmental, state or local agencies arising from your failure to comply with all Applicable Laws in relation to your access to and use of the Platform).
- 7.2 We take all reasonable steps to maintain and operate the Platform to provide you with our services, however, you assume all risks in relation to:
- a) your access to and use of any linked sites on the Platform that we do not own or control;
  - b) any errors in or omissions from the Registered User information or Submitted Content not caused by our wrongful act;
  - c) the unavailability of or any interruption to the Platform not caused by our wrongful act (such as the failure or unavailability of government websites and third-party software (including Third Party Providers));
  - d) any decision or action taken by you in reliance on any Registered User information obtained through the Platform, any linked site or otherwise as a result of us providing you with any services; and
  - e) any dealings by you with other Users on the Platform.
- 7.3 To the maximum extent permitted by Applicable Laws, we do not represent or warrant to you that:
- a) the Platform, the Registered User information, the Submitted Content, the AgriProve Content and the products and/ or services made generally available through the Platform will be error-free or defect-free or that such defects or errors will be corrected;
  - b) the Platform may be lawfully accessed or used outside Australia;
  - c) any electronic files available through the Platform will be free from Harmful Code or that your use of the Platform will achieve any particular result; or
  - d) the data provided by integrated platforms such as government websites and third-party software (including Third Party Providers) will be accurate, current, reliable, timely or complete.
- 7.4 The exclusions of liability under this clause do not attempt or purport to exclude liability under any statute if, and to the extent, such liability cannot lawfully be excluded (including under the Australian Consumer Law) or liability that is caused by our wrongful act. To the extent that we cannot lawfully exclude our liability under any statute, then to the maximum extent permitted by Applicable Laws, our aggregate liability to you under such statute shall be limited to the cost of resupplying the products and/ or services to you as contemplated under these Platform Terms.

7.5 In any case, to the maximum extent permitted by Applicable Laws, our total liability to you for all Loss arising out of or in connection with the Platform or our breach of these Platform Terms or your interaction with other Users (whether in contract, tort including negligence, warranty or otherwise) will not exceed the amount actually paid by you to us (if any) during the twelve (12) months immediately preceding the date of the claim.

## 8. Communications and Notices

By registering for an account on the Platform, you are deemed to consent to the receipt of communications from us and from other Users through the email address associated with your account. You agree that it is your responsibility to ensure that your email address is a valid email address capable of receiving emails generated through the Platform. Without limiting the methods by which a notice or communication may be given under Applicable Laws, a notice or other communication is properly given or served if it is transmitted by electronic mail or other electronic means to your electronic email address. You agree to promptly notify us of any change in your electronic mail address.

## 9. Governing Law

These Platform Terms are subject to and are to be construed in accordance with the laws of the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of the State of Victoria with respect to any dispute arising out of or in connection with these Platform Terms.

## 10. Variation

- a) We may vary these Platform Terms at any time by giving you at least 30 days notice of the variation (**Variation Notice**). Without limiting how we may give a Variation Notice, such Variation Notice may be given (and you are deemed to have been given a copy of the Variation Notice) by posting a Variation Notice prominently on the Platform.
- b) Where a Variation Notice is provided to you and you do not agree with the proposed variations, you may terminate this agreement within 30 days of the date of the Variation Notice without penalty by providing notice in writing to AgriProve. The termination will take effect from the date of the proposed variation under the Variation Notice. If you do not elect to terminate the agreement in accordance with this clause, you will be deemed to have accepted the variation under a Variation Notice.
- c) Notwithstanding anything else in these Platform Terms, AgriProve may vary these Platform Terms at anytime if the variation does not increase the obligations you owe under these Platform Terms. In the event of a variation under this clause, that variation will apply after a notice in respect of the variation is provided by AgriProve (which may be provided by publication on the Platform).

## 11. Waiver

A waiver by either party of a breach of these Platform Terms will not be regarded as a waiver of any other breach. A party's failure to enforce a provision of these Platform Terms will not be interpreted as a waiver.

## 12. Assignment

- a) Subject to clause 12(b), a party may not assign or transfer any of the rights or obligations under this agreement to a third party without the prior written consent of the other party.

- b) We may assign or transfer any of the rights or obligations to a third party without your consent if the assignee is a related body corporate of, or is of equal or similar financial standing and reputation of, AgriProve.

### 13. Further acts

Each party must, without further consideration, sign, execute and deliver any document and perform any other act that is necessary or desirable to give full effect to these Platform Terms.

### 14. Party preparing Platform Terms not to be disadvantaged

No rule of contract interpretation must be applied in the interpretation of these Platform Terms to the disadvantage of AgriProve on the basis that AgriProve prepared or put forward these Platform Terms or any document comprising these Platform Terms.

### 15. GST

- a) To the extent that your access to and use of the Platform pursuant to these Platform Terms constitute a taxable supply under the GST Act, then the amount charged by us to you in consideration for the provision of that taxable supply shall be exclusive of GST.
- b) If the whole or any part of any such amount is the consideration for a taxable supply for which the supplying party is liable to pay GST, the supplying party may charge the party liable to pay for the taxable supply under this agreement, and that party must pay the supplying party, concurrently with the payment of that amount, an additional amount equal to the GST payable in respect of the taxable supply calculated on the basis that the value of the taxable supply is the amount payable for the taxable supply excluding any GST.
- c) The recovery of consideration for any taxable supply made is subject to the supplying party issuing to the party liable to pay for the taxable supply a tax invoice in respect of the supply.
- d) Any reference to a cost or expense incurred by a party in this agreement excludes any amount of GST forming part of the relevant cost or expense when incurred by the party for which the party can claim an input tax credit.

### 16. Definitions

In these Platform Terms, the following have their respective meanings:

**Administrator** means an individual registered to access and to use the Platform as an administrator on behalf of a Registered User.

**Additional Project Work and Services** means the parties may agree from time to time for AgriProve to Provide additional work and services in connection with the Carbon Project, in exchange for future payment in Project ACCUs by Operator at a price and volume agreed by the parties in writing (Additional Project Work and Service Fee). For example, such work may include baseline soil testing for carbon credits. Reduced hire rate on equipment, access to technology, software, and access to other services such as training or consulting.



**AgriProve Content** means all information and content (including works in any form, media, or technology whether now known or later developed), messages, audio, video, photographs, text, images, compilations or other information uploaded to the Platform by us or on our behalf.

**AgriProve Fee** means the AgriProve remuneration in return for providing the Carbon Project Services, AgriProve will be entitled to 25% of all Project ACCUs and Project Co-benefits which can be reported and monetised. 75% will remain with the Operator.

**Applicable Laws** means any and all statutes, regulations, by-laws, ordinances or subordinate legislation, rules or government orders in force from time to time which pertain to your access to and use of the Platform, including those relating to consumer laws, Intellectual Property, privacy (including data collection, access and use), and confidentiality.

**Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for general banking business in Melbourne, Victoria, and Business Hours means the hours between 9.00am and 5.00pm Australian Eastern Standard/Daylight Time (AEST/AEDT) on a Business Day.

**Ceres Tag Pty Ltd** means the provider of the Ceres Tag products (GPS Enabled Tags) and the raw format data that is then processed and presented by AgriProve in the Platform.

**GPS Enabled Tags** means GPS enabled tags that enable GPS tracking of livestock, including cattle tags provided by Ceres Tag Ltd.

**Goods and Services Tax (GST)** means the goods and services tax as provided for under the GST Act.

**GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Harmful Code** means any computer virus, Trojan, worm, malware and other malicious computer code and other forms of interference that, directly or indirectly, is harmful or disabling or which assists in or enables unauthorised access to or corruption of data.

**Intellectual Property Rights (IPR)** means any current or future, registered or unregistered rights in any copyright, patents, inventions, discoveries, trade marks, designs or confidential information or any rights of a similar nature under the laws of Australia or anywhere in the world.

**Loss** means any damage, loss, liability, cost, charge, expense, penalty, outgoing or payment (whether direct or indirect, consequential or incidental) of any kind (including a liability owed to a third party).

**Operator** means the person identified as the "Operator" under the Carbon Project License Sales Agreement.

**Password** means the password associated with a Registered User account for the purpose of accessing the Platform and using the functionality and tools offered via the Platform.

**Personal Information** has the meaning given to the term "personal information" in the Privacy Act 1988 (Cth).

**Personnel** of a party, means a director, officer, employee or contractor of the party.

**Privacy Policy** means our privacy policy provided or made available at [agriprove.io/terms](https://agriprove.io/terms) and which addresses how we collect, use, disclose and otherwise process Personal Information.

**Registered User** means a User who has registered an account with us on the Platform.

**Registered User Application Form** means the form required to be completed by a User who wishes to apply to register an account with us on the Platform.

**Submitted Content** means all information and content (including messages, audio, video, photographs, text, images, compilations or other information or data) submitted to us by a User, including by being submitted or uploaded to the Platform by any User.

**Tag Data** means data collected, processed and/ or transmitted by a GPS Enabled Tag.

**User** means a user of the Platform.

**User ID** means an email address or other identifier associated with a Registered User account.

## 17. Interpretation

In these Platform Terms:

- a) An obligation imposed on you in these Platform Terms applies from the date you access the Platform or the date a copy of these Platform Terms have been made available to you (whichever is later).
- b) A reference to these Platform Terms includes any hyperlinks and any variations and amendments to these Platform Terms which are made available to you from time to time.
- c) Where these Platform Terms provide that a party (the Indemnifying Party) is required to indemnify the other party (the Indemnified Party) for any Loss, that indemnity does not apply to any Loss to the extent it arises due to:
  - 1) the wrongful act of the Indemnified Party or its Personnel; or
  - 2) failure by the Indemnified Party to take reasonable steps to mitigate the Loss.
- d) A reference to a wrongful act of a party is a reference to:
  - 1) any breach of these Platform Terms by the party; or
  - 2) any negligent, reckless or dishonest act or omission of the party or any officer, employee or agent of the party or any other person for whom the party may be vicariously liable for the act or omission which gives rise to a common law or statutory cause of action (but does not include an act or omission of the other party or any officer, employee or agent of the other party or any other person for whom the other party may be vicariously liable for the act or omission).
- e) Any agreement, warranty, representation, or obligation which binds or benefits two or more persons under these Platform Terms, binds or benefits those persons jointly and severally.
- f) Headings appear for convenience only and do not form part of these Platform Terms.
- g) The singular includes the plural and vice versa, any gender includes all other genders and an entity includes an individual, body corporate and government.
- h) 'You' is a reference to both the User, and the Registered User whose account the User has used to access the Platform.
- i) 'Including' in these Platform Terms means 'including without limitation'.

- j) 'Dollars' and '\$' refer to the lawful currency of Australia.
- k) A reference to a statute or statutory provision includes any statutory provision which amends, extends, consolidates or replaces, or has been amended, extended, consolidated or replaced by that statute or statutory provision and any other orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.
- l) Where a period of time is specified and dates from a given day or the day of an act or event, it must be calculated exclusive of that day.
- m) Any term defined in the GST Act has that definition applied where used in these Platform Terms.