

DataFarming website Terms and Conditions

1. Terms and Conditions

- 1.1. Data Farming Pty Ltd ABN 56 619 577 150 ("DataFarming") is the owner of this Website.
- 1.2. These terms and conditions ("the Terms") apply whenever you access the Website, regardless of how you access the Website.
- 1.3. Your use and access of this Website indicates your acceptance of the Terms as they exist at the time you use the Website.
- 1.4. DataFarming reserves the right to change, suspend or discontinue the contents of the Website, the DataFarming Services and/or these Terms at DataFarming's sole discretion without notice.

1. Definitions

- 'us', 'we' and 'our' means DataFarming.
- 'DataFarming Services' means the products and services made available through the Website including but not limited to DataFarming's free services, DataFarming's paid services from time to time and any other use-based for fee DataFarming services.
- 'Product Fee' means the one-off fee charged by DataFarming for Products, such as data file downloads generated using DataFarming Services.
- 'User' means the person who registers to use the DataFarming Services, and, where the context permits, includes any entity on whose behalf that person registers to use the DataFarming Service.
- 'Website' means the Internet site at the domain datafarming.com.au or any other website operated by DataFarming and includes DataFarming Services.
- 'You', 'you', 'your' and 'Your' means the person using the Website and where the context permits includes any entity on whose behalf that person registers to use the DataFarming Service..

2. Use of Services

DataFarming grants to You a non-transferable, terminable, non-sublicensable, non-exclusive and limited licence to access and use the DataFarming Services subject to the Terms. The term of the licence commences on your acceptance of the Terms and (subject to the Terms) ends on termination or cancellation of DataFarming services in accordance with the Terms. You must not use the Website for any purpose or in any way which is unlawful or for the purpose of data mining.

4. Access Obligations

- a) You must ensure the security and confidentiality of your User details, including any username and/or password assigned to, or created by, you and not share those details with anyone else.
- b) You are wholly and solely responsible for all activities which occur through the use of your User details by you or any person acting on your behalf or acting with knowledge of your username and/or password (including any transactions made through the Website, any DataFarming application or DataFarming Services and any unauthorised use of credit cards or bank accounts). Without limiting this provision, if Your negligence results in unauthorised access to Your DataFarming account then You will be responsible for the transactions conducted through Your DataFarming account as a result of the unauthorised access.
- c) You must notify us immediately if you become aware of any unauthorised access to your profile account or business account subscription or any unauthorised use of your User details, and You must take all other actions that DataFarming reasonably deems necessary to maintain or enhance the security of DataFarming systems and networks and Your access to the DataFarming Services.
- d) You must not allow your User details to be used by any other person.

5. Payment Obligations

Pre-payment for DataFarming Product downloads must be made by You prior to obtaining the data file/s. Payment for DataFarming Products is in Australian Dollars (A\$).

6. Accessibility and Availability

- a) Without limiting the Terms:
 - i. DataFarming does not guarantee, represent or warrant that Your access will be uninterrupted, reliable, timely, secure or error free.
 - ii. Your access to the DataFarming Services may be suspended without notice in the case of telecommunications interruption or bottleneck, system failure, maintenance or repair or any

- reason beyond our control (including services provided by third parties becoming unavailable).
- iii. the availability of DataFarming Services is dependent on third party providers including access to maps generated through satellite imagery and yield data processing providers, and from time to time, these maps may not be available due to factors beyond DataFarming's reasonable control including but not limited to cloud cover or other weather events.
- b) We reserve the right to, at any time, without notice, alter, suspend or permanently remove any DataFarming Service component or functionality available at any time.

7. Support Centre

- Technical Problems: In the case of technical problems You must make all reasonable efforts to investigate and diagnose problems before contacting DataFarming. If You still need technical help, please check the support provided online by DataFarming on the Website or failing that email us at support@datafarming.com.au.
- Service availability: Whilst it is DataFarming's intention that the DataFarming Services should be available 24 hours a day, seven days a week, it is possible that on occasions the DataFarming Services or Website may be unavailable to permit maintenance or other development activity to take place.

If for any reason DataFarming has to interrupt the DataFarming Services for longer periods than DataFarming would normally expect, DataFarming will use reasonable endeavours to publish in advance details of such activity on the website.

8. Termination and Refunds

You may terminate DataFarming services at any time by contacting us support@datafarming.com.au

DataFarming may also terminate or suspend any and all services and access to the DataFarming Services immediately, without prior notice or liability, if the user breaches any of the terms or conditions of the Terms. Any fees paid for Products which have already been provided are non-refundable. DataFarming shall use reasonable endeavours to notify a User if DataFarming has terminated or suspended access to the DataFarming Services.

9. Warranties and Liabilities

- a) Except where expressly specified, the Website's contents are provided for your information only. You should verify any information contained on or provided through the Website and seek independent advice suited to your specific circumstances prior to making any decisions.
- b) To the fullest extent possible:
 - i. DataFarming does not warrant the accuracy of the content on or through the Website nor that the functions contained in the Website will be uninterrupted or error free or free of any computer viruses or programming bugs. The content is provided to you on an "as available" and "as is" basis, without any implied or express warranties and on the condition that you undertake all responsibility for assessing the accuracy of the content and rely on it at your own risk.
 - ii. You acknowledge that DataFarming has no control over the truth or accuracy of the information contained on the Website and that any information provided on the Website is solely for guidance and is not to be relied on.
 - iii. Liability of DataFarming for any breach of any terms and conditions implied by law is limited to, at DataFarming's discretion, the cost of supplying the services again or payment of the cost of re-supplying the services and DataFarming is not liable for any indirect or consequential losses or damages arising in connection to your use of the Website.
 - iv. You indemnify DataFarming and its affiliated companies, and each of their directors, officers, employees and agents against any direct or indirect damages, action, claim, loss or expense in contract, under statute or in tort (including negligence) which it incurs which arises from your use of the Website.

10. Product fees

DataFarming charges fees for certain DataFarming Products or other features or services made available through DataFarming Services. Unless stated to be otherwise:

- a) charges for any goods or services supplied (or offered for supply) via DataFarming are stated exclusive of GST. DataFarming will charge GST (to persons liable to pay GST) in addition to the charges at the time that DataFarming levies the charges;
- b) Product fees are calculated AU\$/ha. The total fee will be stated exclusive of GST prior to

- payment;
- c) You must pay for the relevant Product or, features or services prior to us making the Product, features or services available to You, or must pay for it in accordance with the payment terms notified to You.

11. Usage and Intellectual Property Rights

Title to, and all Intellectual Property Rights (including the various rights and property conferred under statute, common law, and equity in relation to patents, inventions, designs, copyrights, trademarks, trade names, business names, corporate names, logos, get up, know-how, trade secrets and confidential information, and the right to have trade secrets and confidential information kept confidential) in the DataFarming Services, the Website and any documentation relating to the DataFarming Services remain the property of DataFarming (or its licensors).

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in all material (including all text, graphics, logos, audio and software) made available through the Website and DataFarming Services (Content).

Your use of the DataFarming Services and use of and access to any Content does not grant or transfer any rights, title or interest to You in relation to DataFarming or the Content. However, we do grant You a licence to access DataFarming and view or create Content on the terms and conditions set out in these DataFarming Terms of Use and, where applicable, as expressly authorised by us and/or our third-party licensors.

DataFarming Services are for your personal use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services available through DataFarming without the prior written consent of DataFarming.

Title to, and all Intellectual Property Rights in, the data created by You and submitted by You to DataFarming through its website remains Your property. However, Your access to DataFarming Products through the Website is contingent on full payment of the DataFarming fees where applicable.

If You upload or otherwise disclose or make available any data or material to us through DataFarming You:

- (a) grant Us an irrevocable, non-exclusive, worldwide, royalty-free, perpetual licence to use, reproduce, edit, adapt, transmit, store, back-up, communicate and exploit the data or material in any form and for any purpose including but not limited to the purpose of providing the DataFarming Services to You;
- (b) warrant that You have the right to grant the licence granted in paragraph (a);
- (c) warrant that the material does not breach the DataFarming Terms of Use or infringe any third party intellectual property rights.
- (d) Your data will remain unidentifiable where made available publicly by DataFarming through materials such as case studies and will not be sold or used by third parties without your consent.

DataFarming recommends that you maintain copies of all data that you input into the DataFarming website. You can request your original uploaded data files by contacting DataFarming by email at support@datafarming.com.au DataFarming will endeavour to respond to this file retrieval request within 10 working days. Whilst DataFarming makes all reasonable endeavours to prevent data loss, DataFarming does not make any warranty or guarantee that there will be no loss of data. To the extent permitted by law, DataFarming expressly excludes liability for any loss of data no matter how caused.

12. Unacceptable Activity

You must not do any act in relation to the use of the website, DataFarming Services that DataFarming in its opinion deems to be inappropriate, or that is unlawful or is prohibited by any applicable laws, including but not limited to:

- a) any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of

- individuals;
- b) uploading files that contain viruses, or in any other way introduce or permit the introduction of any virus, that may cause damage to our property or the property of other individuals;
 - c) attempting to undermine the security or integrity of DataFarming computing systems or networks or, where the DataFarming Services are hosted by a third party, that third party's computing systems and networks;
 - d) using, or misusing, the DataFarming Services in any way which may impair the functionality of the DataFarming Services or website, or other systems used to deliver the DataFarming Services or impair the ability of any other User to use the DataFarming Services or website;
 - (e) attempting to gain unauthorised access to any materials other than those to which You have been given express permission to access or to the information technology system on which the DataFarming Services are hosted;
 - (f) transmitting, or inputting into the website and DataFarming Services, any files that may damage any other person's computing devices or software, any content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which You do not have the right to use);
 - e) reselling any of the Content or DataFarming Services or Products made available by DataFarming through the website;
 - (h) use any device or process to copy, adapt, disassemble, decompile, reverse engineer or in any way reproduce, modify or circumvent the navigational structure, security or presentation of DataFarming or any computer programs used to deliver the DataFarming Services or to operate the website;
 - (i) unauthorised extraction of imagery or other products including through inspection of browser history files, web page elements, screen shots, or any other download not provided through an explicitly identified download/report function in the application;
 - (j) allowing other people to access Your User account or Your DataFarming licence or disclosing Your password and login details to any third party.

Without limiting any other provision of these Terms, You must only use the DataFarming Services and Website for Your own lawful internal business purposes, in accordance with these Terms. You may use the DataFarming Services on behalf of others as an Invited User but if You do so you must ensure that You are authorised to do so, and that you do so only in accordance with these Terms.

13. Linked sites

The website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

14. Third Party Terms and Conditions

If You enable third-party applications for use in conjunction with the DataFarming Services, You acknowledge that DataFarming may allow the providers of those third-party applications to access Content and Your data and as required for the interoperation of such third-party applications with the DataFarming Services. To the extent permitted by law, DataFarming shall not be responsible for any disclosure, modification or deletion of Content and Your data resulting from any such access by third-party application providers.

15. Indemnity

To the extent permitted by law, You agree to fully indemnify us, and hold us harmless, against any liability, expenses, costs, loss (including consequential loss) or damage suffered by you arising out of, or in connection with:

- a) Your use of, access to or conduct in connection with DataFarming Services or any Content, including any breach by You of the Terms, and any unauthorised access to DataFarming Services through your account,
- b) except to the extent that such liability, loss, cost, expense or damage is the result of our negligent act or omission.

16. Waiver

The failure or delay on the part of any party in exercising any power or right conferred on it under these DataFarming Terms of Use will not operate as a waiver of the power or right, nor will any single exercise of any power or right preclude any other or future exercise of it, or the exercise of any other

power or right under these Terms. Any waiver by a party will only be binding and effective if it is given in writing.

17. Severance

If the whole or any part of a provision of the Terms is invalid, illegal or unenforceable, then such provision will be severed from the Terms and neither that part or provision or its severance will affect the validity or enforceability of the remaining parts or provisions of the Terms.

18. Governing Law

- a) These Terms shall be governed by and interpreted in accordance with the laws of Queensland, Australia.
- b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Queensland and courts of appeal therefrom.