

## Regen Digital Platform Terms

					
Consulting	Digital Twin	Education	Data Access	Insights	Membership

### Sections in these Terms

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## About these Terms

### 1. Background

Welcome to the future of farming!

We are Regen Digital and we help farmers understand and monetise the value of their farm's environmental assets through our Platform and various Services. These Platform Terms set out how we deliver our Platform and Services (**Terms**).

- Regen Digital, we, or us** means Regen Digital Pty Ltd ABN 32 653 452 478
- Subscriber, you, or your** means the people or businesses who use our Platform or buy our Services

### 2. These are our rules of the road

You accept these Terms when you use our Platform

These Terms are our 'rules of the road', and they apply when you use or buy our Platform or Services.

- Our Terms apply to everyone who uses our Platform, so we've tried to make them easy to understand and fair.
- If you don't agree to our Terms, that's okay, but you must stop accessing and using our Platform.

### 3. Our agreement with you

Our agreement with you is set out in the below different documents, depending on how we work together:

- Service specific terms** for different Services we offer via our Platform which are set out on our Site or agreed separately with you in writing, such as in a **Scope of Work**,
- these **Platform Terms**,
- our **User Guide**, and
- our **Privacy Policy** and other policies available from our Site.

Together, these make up our agreement with you about how we will work together (**Agreement**).

*If the different parts of this Agreement conflict with each other, the document listed higher in the above list takes priority to the extent of any conflict.*

## 4. How long our Agreement lasts

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Our Agreement with you to use our Platform starts when you first sign up for or use our Platform or Services.

- ☐ When you sign up, you agree to enter a Minimum Commitment for your Subscription, which is generally 12 months from the day your User Account is activated.
- ☐ Our Agreement with you then continues as long as you use or continue paying Fees for the Platform and Services, unless terminated under this Agreement.

## 5. User Guide

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- ☐ Our User Guide outlines key functional aspects to make the most of our Platform and Services.
- ☐ We may update the User Guide from time to time to reflect updates to the technical and back end of our Platform and Services. We give you reasonable notice if the changes will impact you.

## 6. Not financial services or other advice

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We offer information of a general nature, without taking into account your objectives, financial situation or needs.

- ☐ Before proceeding, you should consider whether our Platform or Products are appropriate to you, in light of your objectives, financial situation or needs, as well as those of your business, family, and farm.
- ☐ We recommend you consider, with or without the assistance of a financial adviser, whether the information is appropriate having regard to your particular circumstances.

# About our Platform and Services

**Overview:** *Subscribing to the Platform gives you access to multiple different Services.*

## 7. Overview of Services

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### Access to the Platform and our Services

Depending on the Subscription you select, our Platform gives you access to different Services including:

- ☐ **Licence** to use the Regen Digital Platform to build and host a Digital Twin.
- ☐ **Access** to various Services available within the Platform and provided by the Regen Group and our partners, such as Hosting Services, Support and Maintenance Services, Consulting Services, and other Modules as they are added to the Platform.
- ☐ **Membership** to Regen Farmers Mutual (see our Site for details).

### We may offer new Services

- ☐ From time to time, we may offer new Services or add further Modules.
- ☐ Some of these additional Modules may be included in your subscription, some may require you to upgrade, and others might involve one off or separate payments.
- ☐ The terms for accessing different Modules will be set out on our Site or in the Platform.

## 8. Membership to Regen Farmers Mutual

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If you are accepted as a Subscriber to our Platform, you also become a Member of **Regen Farmers Mutual**.

- ☐ Membership is included with your Platform Fee whilst you remain an active customer of Regen Digital.
- ☐ If you stop being a Member of Regen Farmers Mutual, you cannot be a Subscriber of the Regen Digital Platform.
- ☐ See our Site for more details on the features and benefits of your Membership.

## 9. Consulting Services

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### About Consulting Services

**Consulting Services** are a broad category of Service we offer and these may be performed by us, by our related entities in the Regen Group, in conjunction with our Specialists, or a combination.

- ☐ If you need Extra Support, or professional services outside the core offerings for the Subscription tier you selected, then we may offer to provide Consulting Services at our then current rates as agreed in a Scope of Work with you.

### Set Up Services

**Set Up Services** help you with the initial set up of a Digital Twin of your farm in the form of an online website.

Our agreed Scope of Work with you will outline the specifics of the Set Up Services, such as the date and time for the Set Up Services, and information you'll need to give us so we can deliver you the Set Up Services.

- ☐ If you delay in giving us information or working with our Specialists, we can't deliver the Set Up Services.
- ☐ We are not responsible for any failure to meet the Set Up Services timetable to the extent that that failure arises out of a delay in you performing your obligations under this Agreement, such as giving us accurate information.
- ☐ Unless we agree otherwise with you in writing, any Intellectual Property Rights that may arise out of the Set Up Services will be the exclusive property of Regen Digital and / or the Regen Group.

### Testing and confirmation

- ☐ After we complete the Set Up Service, we will conduct an onboarding process to confirm your acceptance of the Digital Twin.

## 10. Digital Twin and Hosting Services

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*This Service allows you to set up a Digital Twin of your farm in the form of an online website that you can update and can assert property rights over.*

### Hosting Services

- ☐ Your Platform Fee includes our Hosting Services to manage the hosting of your Digital Twin.
- ☐ For details on the Availability Commitment and other specification for the Hosting Services, please see the User Guide.

### Digital Twin

- ☐ For details on how to update and maintain your Digital Twin, please see the **User Guide**.

## 11. Data Sharing Services

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- ☐ We may enable you to share your Data with third parties in order for you to understand, create or capture value.
- ☐ We will charge Transaction Fees based on these Services. We'll let you know the Fees before delivering the Services.

## 12. Customisation Services

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- ☐ We may agree with you to design, develop and implement one or more Customisations in line with an agreed Scope of Work.
- ☐ All IP Rights in the Customisations are the exclusive property of Regen Group (unless the parties agree otherwise in the Scope of Work).
  - From the time and date when we first make a Customisation available to you, the Customisation may form part of the Platform.

- You acknowledge we may make a Customisation available to our other Subscribers or any other third party.

## 13. Maintenance and Support Services

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### Maintenance Services

- Depending on the Subscription tier you select, we may provide you different levels of Maintenance Services, see the User Guide for details and the service levels for Maintenance Services.

### Support Services

- Depending on the Subscription tier you select, we may provide you different levels of Support Services, see the User Guide for details and the service levels for Support Services.

### Service interruptions

- We may from time to time suspend the Platform or other Services to perform Scheduled Maintenance or to perform maintenance or emergency services on a scheduled or unscheduled basis.
- You agree your access to the Platform and Services may be affected by unanticipated downtime.
- This is due to the nature of the Services involved and may be caused by factors outside our reasonable control, given the need to balance Service quality with prices.
  - If we have a Service Level Agreement (**SLA**) in place with you, then we manage such downtime in line with that SLA.
  - Otherwise, we may refund a pro-rated amount of the Fees you paid to us for relevant downtime period.

## 14. Updates

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### You agree to install Updates

We may from time to time release software Updates for the Platform. We may require you to install Updates so you can continue to use the Platform or particular Services.

### Some Updates are automatic

We (or our Suppliers) may install some technical Updates automatically, without any additional notice to you.

- By subscribing to the Platform, you also consent to these Updates.
- If you do not want to receive Updates, you must not use, install or subscribe to the Platform.

## Fees and payment

**Overview:** *How we charge you for our Platform and Services, and when and how you'll need to pay us.*

## 15. Fees

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In return for the Services we supply and the Licence to use the Platform that we grant to you under this Agreement, you agree to pay us the Fees, as set out on our Site or agreed with you in a Scope of Work.

### Fees for other Services

We may also pass on some expenses to you, which we will invoice you for.

- We'll let you know what the expenses will be before we incur them.

**For example,** *reasonable travel expenses if you ask us to visit your farm and deliver specific Services in person.*

## 16. Payment terms

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We generally ask for payments upfront via direct debit and may offer options for paying Fees by instalments.

## How we charge Fees

- For Platform Fees, we send you an invoice for the Fees yearly in advance.
- For other Fees, we first agree a Scope of Work with you and then we send you an invoices either upfront in advance or via instalments (as agreed in our Scope of Work with you).
- If GST is payable on the Fees under this Agreement, you will pay us an amount equal to the GST payable on the Fees. We must provide you with a valid tax invoice in accordance with GST Law.

*See the **Making Changes** sections for details on how and when we can change our Fees.*

## Due dates

- You must pay the Fees to Regen Digital within 14 days after receiving a valid invoice from us, and in any case at least 3 Business Days before the day scheduled to perform the Services.
- You must pay the Fees by using the payment details on our invoice.

## Late payments

- If you do not pay our Fees on time, we will first give you a reminder notice.
- If you do not pay the Fees within 14 days of receiving the reminder, we may:
  - Stop working on the relevant Services or suspend your access to our Platform; and
  - Charge you interest on the overdue amount at the rate of 2% per annum above the official cash rate at the time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month).

# Enjoying the Platform

**Overview:** *Key rules around your rights to use our Platform and Services, as well as what is not okay.*

## 17. Subscriber system requirements

The Platform and our Services are designed to be compatible with the minimum systems requirements specified in the User Guide (as updated from time to time) or an agreed Scope of Work.

- For maximum functionality and enjoyment of the Platform and our Services, your Systems must meet these minimum system requirements.

## 18. Free trials

We may offer you a free trial of a certain paid Subscription type to allow you to try the Platform.

- We set out eligibility requirements for free trials on our Site.
- After your free trial period ends, we charge the relevant Fees for your Subscription to your nominated payment method, unless you cancel your Subscription beforehand.

## 19. Licence to use the Platform

Whilst your Subscription is active with us, Regen Digital grants to you an Australia wide, non-exclusive, royalty free, revocable, with no right to sublicense, limited licence to use the Platform for your own internal business purposes in line with the User Guide, any agreed Scope of Work, and this Agreement.

**Internal business purposes** means that you can use the Platform for your business, but you can't resell or sublicense access to the Platform to other farms or businesses.

## We may incorporate your feedback

- You grant us a worldwide, perpetual, irrevocable, royalty-free, transferrable license to use and incorporate into the Platform and Services any suggestion, enhancement request, recommendation, correction or other feedback that you give to us.

### Licence is non-transferrable

- You must not transfer, sell, sub-license, or lease in any other way any or all of your rights under this Licence, except with Regen Digital's prior written consent.

### Additional licence terms

- Some parts of your licence to use our Platform might mean you need to agree to end user terms with our Third Party Suppliers, such as specialist Modules or to give specific access to data.

## 20. Registering your User Account

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- You will need to register a User Account with us to use or access the Platform. We'll ask you to give us personal details such as your name and email address, as well as choosing a user name and a password.
- You agree you will:
  - Give us accurate information,
  - Maintain the safety and security of your User Account,
  - Keep us informed of changes to your contact details, and
  - Promptly notify us in writing if you discover your User Account is or was compromised.
- You acknowledge that giving false or misleading information, or using the Platform for fraudulent or unlawful activity is grounds for immediate termination of this Agreement.

## 21. You're responsible for your User Account

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### You must keep your User Account secure

Once we register your User Account to access Platform, you must keep those details **confidential** and not share your User Account details with any third party.

- You must have reasonable security measures in place to prevent unauthorised access to the Platform through your User Account.
- You are fully responsible for all use or misuse of your User Account and resulting use of the Platform and / or Services.

## 22. Your obligations

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- So we can deliver you the Platform and Services, you will also need to work with us and provide:
  - relevant access to your computer hardware, software, networks and systems,
  - reasonable co-operation, support and advice,
  - relevant information and documentation, and
  - any required governmental, legal and regulatory licences, consents and permits.

## 23. Acceptable Use Policy

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### Read and comply with our Acceptable Use Policy

You must comply with our Acceptable Use Policy, set out in the User Guide and updated from time to time.

- To summarise the Acceptable Use Policy:
  - You must only use our Platform for the purpose it was intended and must not breach the licence conditions in our Agreement with you.
  - You must not use our Platform in any way that is unlawful or harmful, impacts our other subscribers, or damages to the Platform.
- If you are in breach of the Acceptable Use Policy, we may first issue you a notice directing you to comply with the Acceptable Use Policy.

- If you continue to be in breach of the Acceptable Use Policy, we may use technical measures to limit your use of the Platform so we can deliver services to our other subscribers generally.

## 24. Limitations on your Licence

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You may not modify or alter the Platform in any way, except with our prior written express consent.

- You may not create, develop, or attempt to create or develop any derivative works based on the Platform or any works serving the same purpose or providing the same features as the Platform.

*See also Third party integrations and pass through terms section for requirements from our Suppliers.*

## 25. Availability

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The **Availability** section of the User Guide will govern the availability service levels of the Platform and Services.

# Third party integrations and pass through terms

**Overview:** *It takes a village to raise a tech platform! How we work with Regen Group and other Specialists and Third-Party Providers to deliver you our Platform and Services.*

## 26. Integrations and our Platform

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### Integrations with Suppliers

- Our Platform and Services may integrate and include data, software, and other services from Suppliers, some of which are located outside Australia.
- These integrations help to power our Platform, help us deliver various Services to you, and in some instances enable us to offer specific Services, Products or Modules in our Platform.
- Suppliers are third-party beneficiaries of Regen Digital's rights and remedies under our Agreement with you.
- You agree to comply with relevant Supplier terms, policies, and licences.
- Supplier terms, policies, and licences may be supplied to you:
  - within the Platform for a specific feature or function, or
  - when you buy or access a specific Service, or
  - directly by the Supplier.
- We may integrate the Platform or other Services with additional Supplier Services from time to time.
  - We'll aim to give you reasonable notice of integrations that may impact your Services.

## 27. Third Party Services and our Platform

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Some Third-Party Services can only be activated in your User Account by you or by us after getting your written confirmation.

**For example,** *if we provide access to specific add in modules or access to Third-Party Services directly in our Platform, and if you sign up to those Third-Party Services, your agreement for those Third-Party Services is with the Third-Party, and not with Regen Digital.*

- We do not provide the Third-Party Services, so unless we (or our team members) are acting negligently or fraudulently, we are generally not responsible for:
  - their availability, functions, results or effects,
  - their privacy practices, data security processes or other policies.

*Be cautious signing up to Third Party Services and be sure they are right for you and your business before submitting your information to them.*

- You understand that:



- If you activate Third-Party Services in your User Account, you may transfer your Subscriber Data from the Platform to the relevant Third Party Services and vice versa,
  - You are responsible for complying with Third-Party Service terms, policies and licenses, and
  - We have no control over, or responsibility for, any disclosure, modification, deletion or other use of Subscriber Data by any Third Party Supplier;
  - You may need to pay Fees directly to the relevant Third-Party Supplier for the Third-Party Services, or we may develop an arrangement for you to pay those Fees via your Fees to us.
  - You may need to also pay Fees to us to support the relevant Third-Party Services in our Platform.
- We use reasonable endeavours to maintain integrations with Third-Party Services active on your User Account. Subject to this, we may remove, suspend, deactivate or limit any Third-Party Services integration at any time in our sole discretion.

### Changes to Services

- If we are required to or decide to discontinue an integration with a particular Supplier or Third-Party Service, then we'll aim to give you reasonable advance notice before we remove access.

*In some instances, we may not be able to give you much notice because our Supplier or the Third-Party Supplier makes changes without notifying us first or other urgent factors make it impractical to give you prior notice.*

## Representations and warranties

**Overview:** Key promises we make to each other about how we deliver and use the Platform and Services.

### 28. Promises you make to us

You promise us that at the time of entering this Agreement and again each time you access or use our Platform or Services you have the legal authority and capacity to enter this Agreement and you will only use the Platform in accordance with the Licence granted under this Agreement.

### 29. Promises we make to you

- We promise to you that, in relation to performing our obligations under this Agreement, we have the legal authority and capacity to enter this Agreement, we will comply with all applicable legal and regulatory requirements, and we will perform the Services under this Agreement with due care and skill.
- We also promise to you that if you use the Platform and Services in accordance with our Agreement with you, then the Platform and Services will conform in all material respects with the User Guide, and using the Platform and Services will not breach laws or regulations applicable under Australian law.

### Third party Intellectual Property rights

- If we reasonably determine, or a third party alleges, that your use of the Platform or Services in line with this Agreement infringes someone's Intellectual Property rights, we may at our own cost and expense:
- modify the Platform or Services so that they no longer infringe the relevant IP Rights; or
  - procure for you the right to use the Platform or Services in accordance with this Agreement.

### 30. Platform and Service limitations

#### Defects and Security

- You acknowledge that complex software and services such as the Platform and our Services:
- are never wholly free from defects, errors and bugs, or security vulnerabilities, and
  - we give no warranty or representation that the Platform and Services will be entirely secure.



### No financial or legal advice

- ☐ You acknowledge that unless specifically agreed with you in writing, Regen Digital does not provide any legal, financial, accountancy or taxation advice under this Agreement or in relation to the Platform and Services.

### Storage limitations

- ☐ Depending on your Subscription tier, you will have a specific level of included storage for Subscriber Data.
- ☐ If you go over your set inclusions for Subscriber Data, we will notify you.
- ☐ If you do not reduce the amount of Subscriber Data stored and hosted on the Platform within a reasonable time of our notice to you, we may automatically move you to a higher Subscriber tier and charge you the increased Platform Fees for the increased storage.

## Intellectual Property, Data, and Information

**Overview:** Different rights that apply over intellectual property and how data is protected and managed.

### 31. Subscriber Data

#### Consent to use Subscriber Data

We and our Suppliers may need your authorisation to access and manage your **Digital Twin** and Subscriber Data

- ☐ For the purpose of supplying our Platform and Services to you, you grant us, the Regen Group, and our Third Party Suppliers a worldwide, non-commercial, limited-term license to host, copy, transmit and display the Subscriber Data.
- ☐ Subject to this limited license, Regen Digital and Regen Group does not acquire any right, title or interest in or to the Subscriber Data from you under this Agreement.
- ☐ You warrant to us if we use your Subscriber Data in line with this Agreement, that use will not infringe the Intellectual Property rights or other legal rights of any person, and will not breach Australian law or regulation.

### 32. Intellectual Property

#### Background IP Rights

- ☐ Nothing in this Agreement operates to assign or transfer any pre-existing IP Rights from Regen Digital to the Subscriber, or from Subscriber to Regen Digital.
- ☐ This Agreement offers the Subscriber a licence. This Agreement does not assign any IP rights in the Platform from Regen Digital to you (or from any Third Party Supplier to you).

#### Our Platform contains our IP Rights

- ☐ Regen Digital either owns or has licence to use the IP in the Platform, our Site and all Services we supply.
- ☐ You agree you will not use Regen Digital or Regen Group IP for any unlawful or infringing purpose.

### 33. Personal Information

Through your use of the Platform or Services, you may give us some of your Personal Information.

- ☐ When you use our Platform or buy our Services, you consent to our collection and use of your information in line with our [Privacy Policy](#), including for marketing purposes (which you can opt out of at any time).
- ☐ By using the Platform, you authorise the Regen Digital and Regen Group to use your information in line with our [Privacy Policy](#).

### 34. Confidential Information

#### Confidentiality obligations

We both agree Confidential Information is commercially sensitive and valuable, so that unauthorised disclosure or use of the other's Confidential Information could cause significant damage.

- Confidential Information can only be used for the purposes set out in our Agreement with you (*i.e. the purpose of using, supplying, or marketing our Platform or Services*).
- Neither of us can use or disclose the other's Confidential Information for a different purpose without express written consent from the other.

#### Permitted disclosures

- If a Representative of either Regen Group or Subscriber needs to access Confidential Information in order to perform their work in relation to this Agreement, then as long as that Representative is bound by a written agreement or professional obligation to protect the confidentiality of the Confidential Information, then we may both disclose Confidential Information to our Representatives to the extent needed for them to perform work under this Agreement.

#### Exclusions from confidentiality obligations

- The restrictions do not apply to the extent that Confidential Information must be disclosed under a valid law or government request, or to meet disclosure requirements relating to publicly listed companies.

### 35. Back ups

- Regen Digital will create a back-up copy of Subscriber Data at least weekly and will store each such copy for a minimum period of 30 days.
- You can request that we restore data from a back-up copy.
- After receiving your written request, we'll use reasonable endeavours to restore to the Platform any Subscriber Data stored within 5 Business Days.

## Managing issues

**Overview:** *Things don't always go to plan, so it's good to have a plan ready if issues crop up. Here's our plan for managing issues cooperatively.*

### 36. Let us know if you have an issue

We always want happy Subscribers, so if you have any issues, please let us know so we can help resolve them.

#### We'll work together to fix disputes

- If a dispute crops up, we both agree to act reasonably to resolve it.
- If you have an issue with our Platform or Services, you'll need to work with us so we can help resolve that issue.
  - Contact us via email and include relevant information so we can help resolve your issue.
  - We confirm we received your complaint within 5 business days and work to investigate and resolve your complaint within 14 days.
  - If we can't resolve your issue after this, we will be in touch to set out some proposed next steps.

### 37. Force Majeure Event

#### Events outside reasonable control

If a Force Majeure Event gives rise to a failure or delay to either of us performing any obligation under this Agreement (other than the obligation to pay money), that obligation is suspended for the duration of the Force Majeure Event.

- If either of us becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in performing an obligation under this Agreement, then we must promptly notify the other, and give an estimate of how long the failure or delay will last.
- We both agree to take reasonable steps to mitigate the effects of a Force Majeure Event.

## 38. Your responsibilities when using our Platform

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### You're responsible for your use of the Platform and Services

- ☐ You agree that the Platform and Services are provided to our subscriber base 'as-is'. Each subscriber is responsible for evaluating and for determining whether they are fit for their own purposes.
- ☐ To the extent allowed by Law, you agree that:
  - You're responsible for your own Platform and Services choices and we're not responsible for the performance of your farm, your business, or individual transactions.
  - You have not relied on any representation by us outside of our Agreement with you.
  - You assume full responsibility for all Fees, expenses, tax, loss, or damage related to your User Account and your use (*or misuse!*) of or access to our Platform and Services.
  - Given the nature of the Services, and the need to price our Services and Platform appropriately, we cannot take responsibility for managing and protecting your Subscriber Data.
  - Unless we are acting negligently or fraudulently, we are not liable to you for loss of profits, revenue, contracts or opportunities, or loss or corruption of any Subscriber Data.

## 39. Paying us for Losses you cause us

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You agree to pay us for any Losses in relation to:

- ☐ Your use (or misuse) of the Platform or Services, or your User Account, and
- ☐ Claims made by third parties against us that are related to your use (or misuse) of the Platform or Services, and
- ☐ Any costs which we or a member of the Regen Group might incur in enforcing rights under this Agreement.

## 40. Liability

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### We limit our liability to you

Neither party will be liable to the other party in respect of Losses arising from a Force Majeure Event.

*So that we can balance our risk profile and provide our Platform and Services to our subscriber base, we limit our liability to you. However, nothing in this Agreement intends to restrict your statutory consumer rights.*

To the maximum extent possible, our liability in respect of any claim is limited to:

- ☐ in the case of **goods**:
  - replacing of the goods (or paying the cost to replace the goods);
  - supplying equivalent goods (or paying the cost to supply equivalent goods)
  - repairing the goods (or paying the cost to have the goods repaired); and
- ☐ in the case of **services**:
  - re-supplying the services again; or
  - paying the cost of having the services supplied again.
- ☐ Except in cases of death or personal injury caused by gross negligence or wilful misconduct, our total liability to you under this Agreement for other claims is capped at the greater of \$5000, or the total amount paid and payable by you to Regen Digital under this Agreement in the 12 month period before the relevant claim.

*To the extent allowed by law, we disclaim all liability in connection with your use of the Platform and Services. To the extent we are found liable for anything, the most we are obliged to pay is the greater of \$5000 or however much you paid to us.*

## 41. Breaches that can and can't be fixed

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*You and we can terminate this agreement in certain circumstances, including where a breach by the other can't be fixed. This section provides more clarity on when breaches can and can't be fixed.*

## What kind of breaches are fixable?

- Breaches can be fixed where the breaching party removes the past effects of the breach (for the other party) as much as is practically possible and removes all future effects of the breach.

*Examples include a failure to pay money validly owed under this agreement or to do something by a specified time (unless time is 'of the essence').*

## What kind of breaches can't be fixed?

- Under this agreement, where it's not possible to remove the past effects of the breach as much as is practically possible and/or remove all future effects of a breach, then the breach cannot be "fixed".

**For example**, where the breach has long-term persistent consequences or undermines the relationship of trust between us (such as certain breaches relating to Confidential Information, Personal Information, or Subscriber Data obligations).

# Making changes

**Overview:** How we make changes to our Platform, the Services we offer, these Terms, and our fees

## 42. When and how we make changes

We might make changes to the Platform to help it perform better overall, we might change our Fees because our costs have increased or for other reasons, and we might change these Terms to better reflect our updated approach to managing our business. Here are details on how we make changes under this Agreement:

Type of change	Description	When does the change happen & how much notice do you get?	Examples
<b>Good or Neutral change</b>	Changes we reasonably think you'll benefit from or won't have a material negative impact on how you use the Platform	We can make these changes straight away, without letting you know.	<ul style="list-style-type: none"><li>• Adding a new feature or Service.</li><li>• Removing or reducing a Fee.</li><li>• Fixing a bug.</li></ul>
<b>Material Negative change</b>	Changes we reasonably think might have a material negative impact on how you use the Platform	We'll give you reasonable notice before we make the change, generally 14 days' notice.  This requirement for us to give reasonable notice does not apply if we need to act in response to your breach of these Terms or relevant Laws.	<ul style="list-style-type: none"><li>• Increase in our Fees (other than Platform Fees).</li><li>• Introducing new Platform rules that restrict your activities on our Platform.</li><li>• Changes we make to Products features available in our Platform for commercial reasons or in response to more complex regulation of those Products or features.</li></ul>
<b>Unplanned or Urgent change</b>	Unplanned or urgent changes we make to protect customers, ourselves or our Platform, for legal reasons, or for technical reasons.	We can make these changes straight away, without letting you know.  If we reasonably think the change might have a material negative impact on how you use the Platform we will notify you (we may notify you after the change).	<ul style="list-style-type: none"><li>• Cyber security issues</li><li>• Valid request from an authorised agency</li><li>• To protect ourselves or others from fraud</li><li>• A particular type of Product becomes unexpectedly unavailable or illegal</li><li>• Other changes may be prompted by actions we cannot control.</li><li>• Acting in response to your breach of these Terms or a relevant Law</li></ul>
<b>Changes to Scope of Work</b>	If we agree specific terms for a Service with you in a Scope of Work, that Scope of Work can only be changed if both of us agree in writing.	On and from the date that is agreed in the form of a written Scope of Work variation.	<ul style="list-style-type: none"><li>• Adding new Consulting Services.</li><li>• Changing the Fees for particular Services to add more complexity to assessments.</li></ul>
<b>Adding something</b>	Changes we decide to make or are required to make to add investments or services to our Platform.	We can make these changes straight away, without letting you know.	<ul style="list-style-type: none"><li>• Adding a new Product</li><li>• Adding a new integration</li></ul>

## You accept the changes by using the Platform

- If you continue to access our Platform after the effective date of any change, you accept that change.
- If you **don't** accept our proposed change, you must stop using our Platform and close your Account before the change takes effect.

## 43. Details of specific types of Changes

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### Changing our Platform Fees

We may change our Platform Fees from time to time by giving reasonable notice to you that when your Agreement with us renews, there will be a new Fee.

- ☐ We must give you at least 30 days' notice of the increased Platform Fee.
- ☐ By continuing to use the Platform after having received such notice, Subscriber agrees to pay such increased Platform Fees.

### Changes to our Site and descriptions

From time to time, we update pricing or descriptions of our Platform, Services, and related products on our Site.

- ☐ We might need to refund or cancel an order if our Site information or products and services are incorrect.
- ☐ We try to do this within a reasonable time of realising the error.

## Ending this Agreement

**Overview:** All good things can sometimes end, here's our approach to how we can both end this Agreement and what happens afterwards.

## 44. Ending a Project under a Scope of Work

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- ☐ A Scope of Work creates a separate contract for a Project with you, based on these Terms.

### Services delivered and accepted

- ☐ A Scope of Work may end naturally once we deliver all the Services in the relevant Scope of Work and you accept those Services in writing or by using them.

### Ending a Project early

If you end a Scope of Work during a Project (or if we end a Scope of Work because of your actions) we will meet to try and reach a fair outcome and:

- ☐ You understand that you may not be entitled to a refund, depending on the stage of the Project, the Scope of Work and Services selected, the work we have already completed, and the access we've given you to our materials; and / or
- ☐ We may charge a reasonable cancellation fee.

## 45. Suspension and Termination

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### Suspending or ending this Agreement for cause

- ☐ We agree that we'll first discuss and try to resolve issues with each other first, but either of us may end the Agreement, a Project, or a Service **at once** if:
  - The other is in breach of this Agreement, the User Guide, or the Acceptable Use Policy and either they can't fix that breach, or they don't fix the breach after being given a reasonable time to fix the breach; or
  - The other breaks the law;
  - The other is not authorised to enter into this Agreement;
  - Either of us reasonably considers mutual trust and confidence no longer exist in our relationship, or the other parties' behaviour is likely to their damage reputation; or
  - An Insolvency Event occurs in relation to the other party.
- ☐ We may also choose to suspend work on a Project, or suspend access to the Platform or a Service instead of exercising our right to end the Agreement.

*For clarity, exercising our right to suspend does not limit our right to terminate and we can still terminate for the same cause that we chose to suspend.*

- See the Breaches that can and can't be fixed section for more details.

### Subscriber termination rights

- You may cancel your User Account and end this Agreement on 30 days' notice in writing, however, there are no refunds of Platform Fees or other Fees for cancellation.
- You agree you won't get a refund or exchange for any Platform Fees or other Fees for any unused time on a Subscription, or for anything else if:
  - you cancel your Subscription before the end of the Minimum Term, or
  - we suspend or terminate your User Account or this Agreement because of your conduct.

### Offboarding Services

- If you notify us that you want to end the Agreement, we download your Digital Twin and Subscriber Data and make this available to you for up to 30 days. After this time, we delete your Digital Twin data.

### Regen Digital termination rights

- We agree that we'll first discuss and try to resolve issues with you first, but we may decide to end the Agreement, a Project, or a Service on 7 days' notice if:
  - We reasonably believe that your behaviour is harming the reputation and / or purpose of Regen Digital or the Regen Group, or
  - You are no longer eligible to be a Member of the Regen Farmers Mutual, or
  - There is more than one Digital Twin in either our Platform or another system over the same piece of land

## 46. After the Agreement ends

- Within 30 days following the termination of this Agreement for any reason:
  - You must pay us any outstanding Fees for Services provided to you before termination,
  - Except for Platform Fees, we will proportionately refund Fees you already paid for Services we did not perform,
  - Both of us must return all Confidential Information of the other party,
  - You must permanently delete all copies of the Platform, and
  - We will perform the Offboarding Services, as set out in the User Guide or agreed separately with you.

### Clauses that survive termination



The following sections of this Agreement survive termination: 19 (Licence to use the Platform), 22 (Your obligations), 28 (Promises you make to us), 39 (Paying us for Losses you cause us), 34 (Confidential Information), 40 (Liability), 46 (After the Agreement ends).

## General details

### 47. Notices

To send notices to each other about issues under this Agreement:

- We will send notices to you via email using the User Account information you give us or within the Platform.
- You can send us notices via email using the contact information in our Platform.

Method of notice	When is notice received?
 EMAIL Emailed to recipient's email address	Date email is sent, if sender's email system doesn't receive a delivery failure notice and the email is sent during Business Hours.
 PLATFORM Notice in your User Account in the Platform	1 Business Day after Regen Digital activates the notification in the Platform provided and the notification is activated during Business Hours.



## 48. Subcontracting

We may subcontract any of its obligations under this Agreement.

- ☐ Specifically, you agree we may subcontract to any reputable third party hosting business the hosting of the Platform and the provision of Services in relation to support and maintenance of the Platform.
- ☐ We remain responsible to you for the performance of any subcontracted obligations.

## 49. Assignment

*Because our Subscribers are also Members, we need to know who our Subscribers to approve them as Members. This means you need to follow a specific process and get our consent to assign or transfer your Digital Twin.*

- ☐ As long as we act reasonably, we can assign our rights or obligations under our Agreement with you at any time to a responsible person or business.
- ☐ You must not assign any of your rights or obligations under our Agreement with you without our prior written consent we won't unreasonably withhold).

*Please contact us for details around the transfer and application process to assign or transfer your rights under our Agreement with you to someone else.*

## 50. General agreement details

### No waiver of rights

- ☐ The delay or failure to exercise rights or a partial exercise of rights is not a waiver of those rights.

### Invalid terms severed

- ☐ If a court of law decides one or more parts of our Agreement with you are invalid or unenforceable, those parts are severed and other parts remain in full force and effect.

### Accessing the Platform

- ☐ We do not promise our Platform complies with any laws outside Australia.
- ☐ If you access our Platform from outside Australia, you do so at your own risk. You are responsible for following applicable laws where you access our Platform.

### Governing law

- ☐ This Agreement is governed by the laws of New South Wales and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within New South Wales.

## 51. Definitions

In this Agreement, words that begin with capitals have the below corresponding meanings:

The term	Means
Agreement	our agreement with you to deliver our Services and provide access to our Platform, as set out in including any Schedules, and any amendments to this Agreement from time to time;
Business Day	any weekday other than a day when the banks are closed in New South Wales, Australia
Business Hours	9am to 5pm on a Business Day
Confidential Information	means information which is made accessible to or disclosed by a party (the Discloser) to another party (the Receiver) for the purpose of this Agreement but <u>does not</u> include information that is: (a) in the public domain not by breach of this Agreement, (b) known by the Receiver at the time of disclosure, (c) independently developed by the Receiver, or (d) expressly indicated by the Discloser as not confidential.
Customisation	a customisation for a Subscriber through the development, configuration or integration of software, or other special adjustment to our Platform or Services.



The term	Means
Digital Twin	A digital replica of a parcel of land and bundle of associated certifications and verifications in the form of an online website that you can update and can assert property rights over.
Fees	charges you pay to us for our various Services and for your licence to use and access our Platform.
Force Majeure Event	an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker or denial of service attacks, virus or other malicious software infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, epidemics, pandemics, explosions, fires, floods, riots, terrorist attacks and wars)
Further Term	12 months from the end on the Initial Term (or a previous Further Term).
Hosting Services	The ability to store and save and access your Digital Twin, Subscriber Data, and other Services on our Platform which will be made available by Regen Digital to you as a service via the internet in accordance with this Agreement as specified the User Guide.
Initial Term	12 months beginning on the Start Date
Intellectual Property Rights	means any and all of the following in any jurisdiction throughout the world: trademarks and service marks, including all applications and registrations, and goodwill connected with the use of them, patents, copyrights, Site, and internet domain names, including all related applications and registrations, trade secrets and confidential know-how, other intellectual property and related proprietary rights, interests, and protections.
Loss	all costs, fees, expenses, losses, damages, charges, outgoings, claims, liabilities, causes of action, proceedings, awards and judgements.
Maintenance Services	the general maintenance of the Platform and Hosted Services, and applying Updates and Upgrades, as specified in the User Guide.
Member	An approved person who is a Subscriber of Regen Digital and has agreed to the constitution and guarantee requirements for membership in Regen Farmers Mutual.
Minimum Commitment	The minimum amount of time you sign up to subscribe to our Platform, generally the period of 12 months beginning on the Start Date.
Modules	Specific features and in-Platform functions and Services
Personal Information	means personal information as defined under the Privacy Act
Platform	the application and database software for the digital online interface, the system and server software used to provide our Services, and the computer hardware on which that application, database, system and server software is installed.
Platform Fees	the annual Fees for access to the Platform and Hosting Services, which may vary depending on the Subscription you select.
Privacy Act	Privacy Act 1998 (Cth)
Regen Group	means Regen Digital Pty Ltd and its related entities, including Regen Farmers Mutual Limited.
Representatives	officers, employees, professional advisers, insurers, agents and subcontractors
Schedule	any schedule attached to the main body of this Agreement;
Scheduled Maintenance	Maintenance on the Platform that is notified to you previously or performed during our standard maintenance windows, set out in the User Guide.
Scope of Work	The separate document we agree with you that sets out the specific Services we'll deliver for you and the key details of those Services, including the Fees you'll need to pay. We will often use a Scope of Work to capture Set Up Services, Consulting Services, Extra Support, and other specialised Services we agree with you that are outside the inclusions in your Subscription.
Services	any services that Regen Digital provides to the Subscriber, or has an obligation to provide to the Subscriber, under this Agreement, including the Set Up Services, Consulting Services, Support Services, Maintenance Services,
Set Up Services	the configuration, implementation and integration of the Platform and Services, as set out in our agreed Scope of Work with you.
Site	which includes our website <a href="https://regenfarmersmutual.com">regenfarmersmutual.com</a> and our presence on third-party applications such as social media platforms like Facebook, Twitter, LinkedIn, and YouTube.
Specialists	Suppliers that we arrange to help perform a Service for you.

The term	Means
Start Date	the day your User Account is activated.
Subscriber Data	electronic data, as well as images and video, and other information submitted by or for the Subscriber to the Platform or Hosting Service or collected and processed by or for the Subscriber using the Platform or Hosting Service (but excluding analytics data relating to the use of the Platform and server log files)
Subscriber Systems	Subscriber's hardware and software systems that interact with, or may reasonably be expected to interact with, the Platform and Services
Supplier	Our backend third party providers that help us build our Platform with their various software integrations or other services.
Support Services	support in relation to the use of, and the identification and resolution of errors in, the Platform and Services, but does not include training services.
Third Party Services	any hosted, cloud or software-based services provided by any third party that are or may be integrated with the Platform and Services by Regen Digital from time to time in circumstances where you must, in order to activate the integration, have an account with the relevant services provider or obtain activation or access credentials from the relevant services provider.
Update	a hotfix, patch or minor version update to any Platform or Service software
Upgrade	a major version upgrade of any Platform or Service software
User Account	Username, passwords and other credentials that allow access to the Platform, a Subscriber's own Subscriber Data, and their own Digital Twin on the Platform
User Guide	the documentation for the Platform and Services produced by Regen Digital and delivered or made available by Regen Digital to Subscribers via our Site or when subscribing.