



## FRUITMAPS WEBSITE TERMS & CONDITIONS

---

These Terms and Conditions (these "Terms" or this "Agreement") sets forth the terms and conditions under which Freelance Robotics Pty Ltd, a company based in Queensland Australia d/b/a FruitMaps will provide its application, materials, and services described on the applicable Subscription (the "Services").

### Interpretation

In this Agreement:

**"Agreement"** has the meaning in clause 1.2;

**"Australian Consumer Law"** means Schedule 2 of the Competition and Consumer Act 2010 (Cth);

**"Business Day"** means 9:00am – 5:00pm Monday to Friday, excluding Saturdays, Sundays and public holidays in Queensland, Australia;

**"Consumer Guarantee"** has the meaning given in Division 1 of Part 3-2 of the Australian Consumer Law;

**"Customer"** means the person or legal entity listed on the purchase invoice or sales document and includes anyone acting on their behalf or with their express or implied authority;

**"Delivery Cost"** means the costs associated with delivery of Products or Services as specified in an Subscription, including, without limitation, transport, freight or shipping charges, insurance costs, import and export taxes and duties;

**"Intellectual Property"** means all present and future intellectual or industrial property rights (whether or not registered) throughout the world, including, without limitation, in respect of patents, copyright, moral rights, trade names, trademarks, logos, systems, circuit layout, designs, software, plant breeder's rights, domain names, trade secrets and confidential information;

**"Material"** means any information, data, source codes, drawings, content, text or images in any form (whether visible or not), audio recordings, video recordings, lists, sound, video, links, layout, look and feel, control features and interfaces contained on the Site, or otherwise displayed, uploaded or published on, or via, the Site;

**"Subscription"** means a Subscription for Products or Services placed by a Customer to access FruitMaps and associated software and / or hardware;

**"Privacy Policy"** means our privacy policy available at [\[insert link\]](#);

**"Products"** means the products, goods or items listed or advertised on the Site

for sale or otherwise;

**“Services”** means the services listed or advertised on the Site for sale or otherwise;

**“Site”** has the meaning in clause 1.1; and

**“you”** or **“your”** means the person or entity accessing, using or relying upon the Site and includes, when applicable, the Customer, your company, firm or entity, your officers, directors, shareholders, and employees.

Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to any act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute, to persons includes all bodies and associations both corporate and incorporated and vice versa. Paragraph headings are for reference purposes only and all references to clauses are to clauses in this Agreement unless otherwise specified.

#### A. GRANT OF LICENSE

FruitMaps hereby grants You a limited, non-exclusive, non-transferable, right to access and use the Services, solely for Your own internal business purposes and subject to these Terms and the terms set forth on the applicable Subscription (each, a “Subscription”). See specific clauses numbered below. All rights not expressly granted to You are reserved by FruitMaps and its licensors. The foregoing license shall immediately terminate upon termination of this Agreement for any reason.

#### B. COPYRIGHT

Title and copyrights in and to the Services, including any images, “applets,” photographs, animations, video, audio, music, and text incorporated into or made a part of the Services, and all accompanying electronic materials, together with any copies You are permitted to make under these Terms, are owned by FruitMaps or its licensors and are protected by the United States copyright laws and international treaty provisions. You are permitted to make copies of the training materials accompanying the Services solely for use as reference guides for authorized users using the Services pursuant to these Terms. All such copies shall contain the copyright and other proprietary notices of FruitMaps. You are prohibited from any other copying of the printed materials accompanying the Services without the express written permission of FruitMaps.

The Services may interoperate with various third-party platforms (“Third-Party Platforms”). You acknowledge that such integration features may be unavailable or may not work properly if the Third-Party Platform (or its API) is unavailable or if the service provider modifies its API or services in a way that impacts the FruitMaps integration feature. Continued interoperation of the Services with any Third-Party Platform is dependent upon the availability of each such platform and FruitMaps may cease to provide such functionality if access to any Third-Party Platform is not available to FruitMaps on commercially reasonable terms.

#### C. YOUR USE OF THE SERVICES

You agree to use the Services solely in conjunction with the operation of your business, and such operation may include use by related third-party partners, vendors, and clients with whom you collaborate in Your normal course of business and to whom you may grant

access to Your Account. You are responsible for all use of the Services by your authorized users. You control access to and the management of the Your Data through Your account.

You acknowledge and understand that You are solely responsible for the use of and the results obtained from the Services. You will comply with any and all applicable laws regarding Your use of the Services including applicable international export rules and regulations, laws and treaties governing Your use of the Services, laws related to data privacy, international communications, and the transmission of technical or personal data.

You will not (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any unrelated third party or competitor of FruitMaps the Services in any way; (b) modify or make derivative works based upon the Services; (c) "frame" or "mirror" the Services on any other server or wireless or Internet-based device; (d) reverse engineer or access the Services in Subscription to (i) build or offer a competitive product or service, (ii) build or offer a product or service using similar ideas, features, functions or graphics of the Services, or (iii) copy any ideas, features, functions or graphics of the Services; (e) use the Services (i) for any illegal purpose, (ii) for unauthorized access or distribution of any software, data, or material protected by copyright, patent, or trade secret, or (iii) to post or transmit any hateful, vulgar, threatening, libelous, abusive, harassing, defamatory, racially, ethnically, or otherwise unlawful or tortious material, including material harmful to children.

You shall not: (a) intentionally interfere with or disrupt the integrity or performance of the Services; or (b) attempt to gain unauthorized access to the Services, (c) intentionally send or store software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents or programs intended to interfere with the Services or other users of the Services.

You agree that the Services are not intended for use in the storage, processing, or handling of data that is (i) Sensitive Information or (ii) the following data elements (a) Medicare or Social Security number; (b) driver's license number or government-issued identification card number; or (c) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account. "Sensitive Information" has the meaning set forth in the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) 2014 amendment to this Act, and "Sensitive Personal Data" has the meaning set forth in Article 9 of the European Union General Data Protection Regulation or other applicable data protection legislation.

#### D. WARRANTY

FruitMaps represents and warrants that:

- it has the right, power, and authority to enter into these Terms, grant the rights and licenses granted herein, and fully perform its obligations hereunder;
- the Services will perform materially in accordance with the applicable Documentation; for purposes of these Terms, "Documentation" means the operator and user information, training materials, guides, listings, specifications, and other materials, including online information and materials, relating to the use of the Services made available to You as part of the Services;
- the Services and Your use thereof in accordance with these Terms do not infringe any intellectual property rights of any third party anywhere in the world and no third party, other than FruitMaps licensors, has any proprietary interest in or to the Services;

- the Services do not contain a malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems, or data; and
- it maintains and enforces safety and physical security procedures with respect to its access to and maintenance of Your Data which include appropriate technical and organizational safeguards designed to protect against accidental or unlawful destruction, loss, alteration or unauthorized disclosure or access of Your Data; FruitMaps will on an annual basis perform testing of its systems as reasonably appropriate to detect potential areas where security could be breached. In the event of any unauthorized access to Your Data (an "Incident"), FruitMaps will: (i) notify You without undue delay, and in any event within seventy-two (72) hours of discovery; (ii) promptly investigate such Incident and provide a written report of such investigation (including the causes of the breach) to Client; (iii) promptly remediate the effects of such Incident; and (iv) cooperate with You with respect to any investigation regarding such Incident.

If the warranty set forth in subsection (b) is breached, then: (i) You must promptly notify FruitMaps of the breach and provide any associated details reasonably requested by FruitMaps in its attempt to remedy the defect. FruitMaps will diligently and in good faith attempt to correct the reported defect within a commercially reasonable period of time. If FruitMaps is unable to cure that defect, then You may elect to terminate your right to use Services and receive a refund of the unearned portion of any fees paid to FruitMaps for the remainder of the then-current term.

#### E. PERFORMANCE

FruitMaps will use commercially reasonable efforts to ensure that the Services will be available 95% of the time each month i.e. other than during scheduled maintenance. You understand that normal maintenance and backup procedures will cause temporary downtime during which the Services cannot be used. It is possible that there will be interruptions of Services during non-scheduled maintenance. FruitMaps will make commercially reasonable efforts to address errors and omissions in the Services and to ensure the Service is performing in a manner materially in compliance with the Documentation.

Your access to the Services is through the Internet, and you understand that your ability to use the Services is dependent on the global telecommunications infrastructure involving the reliability and performance. The Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. FruitMaps is not responsible for any delays, delivery failures, or other damage resulting from such problems.

#### F. SERVICES UPGRADES, ENHANCEMENTS, AND BRANDING

FruitMaps makes regular changes and improvements to the Services from time to time but in no event will such changes materially reduce the functionality provided by the Services as of the date of the applicable Subscription. FruitMaps will communicate with You about planned changes as may be necessary to ensure Your efficient use of the Services. FruitMaps will provide its standard support at no additional charge.

FruitMaps may use any feedback or suggestion it receives from You with respect to the Services ("Feedback") for the purpose of optimizing, improving, enhancing, and/or creating derivative products. FruitMaps shall have no obligation to compensate You in connection

with the use of such Feedback nor shall FruitMaps identify You as the source of any such Feedback. All Feedback shall be owned by FruitMaps and You shall and hereby do, assign all of Your right, title, and interest in and to such Feedback to FruitMaps.

#### G. YOUR INFORMATION

FruitMaps does not own any data, information, or material that is submitted to the Service by You ("Your Content"). You retain all right, title, and interest (including, where appropriate, copyright and other proprietary or intellectual property rights) in Your Content, and FruitMaps explicitly disclaims any ownership of, or right, title, and interest in such content.

As between FruitMaps and You, You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of, or right to use, Your Content. FruitMaps will only use Your Content solely for purposes of providing the Services, providing support for the Services, and confirming Your compliance with these Terms. In addition, You acknowledge that FruitMaps may collect and analyse Your Content and other information about Your usage of the Services to improve and enhance the Services, provide support, and for other development purposes including industry-wide benchmarking; provided, however, Your Content used for benchmarking will be aggregated and anonymized and FruitMaps will not disclose any personally identifiable information provided by You.

Your Content is considered Your Confidential information. You are responsible for exporting Your Content from the Services prior to termination of the applicable Subscription.

#### H. FEES; PAYMENT TERMS

The fees payable for the Services (the "Fees") shall be stated and paid in the currency specified in the applicable Subscription and are non-refundable. Unless otherwise specified in the applicable Subscription, You shall pay the Fees within thirty (30) days from the invoice date, without setoff or deductions and otherwise in accordance with the terms of the Subscription.

If any invoiced amount is not received by FruitMaps by the due date then those amounts shall accrue late interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is lower, commencing on the date that payment was due.

All Fees are exclusive of federal, state, local and foreign taxes, duties, levies, withholdings and similar assessments ("Taxes") and You are responsible for the payment of all Taxes, excluding Taxes on FruitMaps net income.

FruitMaps reserves the right to modify the Fees for the Services, effective upon commencement of the next Renewal Term, by notifying You of such change in writing at least sixty (60) days before the end of the then-current Term.

#### I. TERM AND TERMINATION

The term of this Agreement shall be for so long as there are then current Subscriptions attached to and made a part hereof unless earlier terminated as provided herein. The term of each Subscription will be as stated in the applicable Subscription.

Either party may, at its option, terminate this Agreement and/or any then-current Subscription(s) if the other party materially breaches the terms of this Agreement or the applicable Subscription and fails to cure the same within thirty (30) days after notice.

FruitMaps may suspend your access to the Services and Your Content during any period that you are in material breach of this Agreement or your access to and use of the Services or Your Content creates a material security vulnerability. Where practicable, FruitMaps will give you at least two (2) days' advance notice of the suspension unless the suspension is made under emergency circumstances. FruitMaps will reinstate your access to the Services when the grounds for suspension are cured.

Upon termination of Your access to or use of the Services for any reason, FruitMaps will retain Your Content for up to sixty (60) days from the effective date of termination. If you wish to export Your Content following a termination for breach, FruitMaps will either, at its option, enable short-term access to the Services at a scheduled time so that you may export Your Content, or export Your Content using its standard export tools. FruitMaps has no obligation to retain Your Data after the sixty (60) day period and may destroy Your Content any time thereafter.

The following sections survive expiration or termination of this Agreement: Section 7 (Your Information); Section 8 (Fee; Payment Terms); Section 9 (Termination); Section 10 (Confidentiality); Section 11 (Indemnification); Section 12 (Limitation of Liability); Section 16 (Governing Law; Export Compliance); and any other terms that by their nature are intended to survive expiration or termination.

## J. CONFIDENTIALITY

You and FruitMaps may disclose information to one another, and You may access information in connection with the Services, which is considered by the disclosing party to be proprietary or confidential information ("Confidential Information"). Confidential Information includes any information or data, in any form, including, but not limited to oral, written, graphic or electromagnetic forms, models, or samples, which the disclosing party identifies as confidential or which is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect such information or data against unrestricted disclosure or use, including business information, financial data, and marketing data. All Confidential Information shall remain the sole property of the disclosing party and its confidentiality shall be maintained and protected by the receiving party with the highest degree of care during the term of this Agreement and for a period of three years following the expiration or termination of this Agreement. The receiving party shall not use the Confidential Information of the other party except as necessary to fulfill its obligations under this Agreement, nor shall it disclose such Confidential Information to any third party without the prior written consent of the disclosing party; provided, however, the receiving party may disclose the disclosing party's Confidential Information to its employees, consultants, and agents who are bound by obligations of confidentiality no less protective than those set forth in these Terms, and receiving party shall be responsible for any unauthorized disclosure of any Confidential Information by such persons as if receiving party had made such unauthorized disclosure itself.

The restrictions on the use or disclosure of Confidential Information shall not apply to any Confidential Information: (i) after it has become generally available to the public without breach of this Agreement by the receiving party; (ii) is rightfully in the receiving party's unrestricted possession prior to disclosure to it by the disclosing party; (iii) is independently developed by the receiving party; (iv) is rightfully received by the receiving party from a third

party without a duty of confidentiality; or (v) is disclosed under operation of law. Further, in the event such disclosure is required of either party under judicial Subscription or requirement of law, such party will promptly notify the disclosing party of such Subscription or requirement.

You understand that FruitMaps implementation and support personnel may need to access Your Account to assist You in Your implementation, as well as to address support requests that may occur from time to time, but such access shall be on a need-to-know basis. You permit FruitMaps implementation and support personnel to access Your Account with the understanding that all information in Your Account shall be considered Confidential Information by FruitMaps personnel. FruitMaps agrees to hold in confidence and not reproduce, distribute, infringe on, transmit, or transfer, directly or indirectly, in any form, by any means, the Confidential Information.

#### K. IDEMNIFICATION

By FruitMaps: FruitMaps will indemnify, defend and hold You harmless from and against any and all claims, actions, losses, damages, liabilities, costs, and expenses including, without limitation, reasonable attorneys' fees and disbursements (collectively, "Losses") incurred by You arising out of any third-party claim that the Services delivered under this Agreement infringe any patent, copyright or other intellectual property right of a third party.

If the Services or any part thereof becomes the subject of a valid claim of infringement under any patent, copyright or trade secret law, FruitMaps will either procure the right, at FruitMaps sole expense, to permit Your continued use of the Services, or replace or modify the Services so as to avoid infringement without materially altering the functionality and performance thereof. If FruitMaps reasonably and in good faith determines that neither of the foregoing are commercially practicable, FruitMaps may terminate these Terms and the licenses granted herein effective immediately upon written notice to You and will refund the unearned pro-rata portion of any prepaid amounts.

#### L. THIS SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDY AND FRUITMAPS'S' ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS.

By You. You shall indemnify, defend and hold harmless FruitMaps and FruitMaps' officers, directors, employees and agents (each a "FRUITMAPS Indemnitee") against any and all Losses incurred by a FruitMaps Indemnitee in any action between such FruitMaps Indemnitee and any third party arising out of or in connection with Your use of the Services.

Process. The indemnification obligations set forth herein are contingent upon the following conditions: (i) FruitMaps or You, as the case may be (the "Indemnified Party") must promptly notify the other party (the "Indemnifying Party") in writing of the third party claim or action (however, failure of the Indemnified Party to so promptly notify the Indemnifying Party will not relieve the Indemnifying Party of its indemnification obligations hereunder, except to the extent it has been damaged thereby); (ii) the Indemnified Party will reasonably cooperate with the Indemnifying Party in the defence of the matter; and (iii) the Indemnifying Party will have sole control of the defence of the action and negotiations for its settlement and compromise; provided, however, that the Indemnified Party may, at its own cost, obtain separate counsel to represent its interests.

#### M. LIMITATION OF LIABILITY

EXCEPT FOR (I) A MATERIAL BREACH OF THE CONFIDENTIALITY PROVISIONS SET FORTH IN SECTION 10, (II) EACH PARTY'S INDEMNIFICATION OBLIGATIONS, (III) LOSSES CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY; AND/OR (IV) YOUR OBLIGATION TO REMIT ALL AMOUNTS PROPERLY DUE AND OWING UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING WITHOUT LIMITATION, BREACH OF WARRANTY AND NEGLIGENCE CLAIMS) SHALL BE LIMITED TO THE ACTUAL, AWARDED DIRECT DAMAGES, NOT TO EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE CAUSE OF ACTION AROSE; PROVIDED, HOWEVER, IN THE EVENT OF A BREACH OF THE WARRANTY SET FORTH IN SECTION 4(E) AS A RESULT OF THE ACTS OR OMISSIONS OF FRUITMAPS OR ITS EMPLOYEES OR AGENTS, FRUITMAPS'S LIABILITY WILL NOT EXCEED ONE MILLION DOLLARS. IN NO EVENT WILL EITHER PARTY, THEIR RESPECTIVE LICENSORS, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS OR AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR (1) ANY CLAIMS OR DEMANDS OF THIRD PARTIES (OTHER THAN THOSE THIRD PARTY CLAIMS COVERED BY SECTION 11); OR (2) ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES FOR ANTICIPATED PROFITS, LOSS OF REVENUE, ECONOMIC LOSS, LOSS OF DATA, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE OF EQUIPMENT, OR INTERRUPTION OF BUSINESS, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

#### N. FORCE MAJEURE

Neither party shall be under any liability to the other for any delay in performing any obligation under this Agreement to the extent caused by reason of circumstances beyond the reasonable control of that party and without such party's fault or negligence, which shall include but not be limited to acts of God, war, strikes, lack or failure of transportation facilities, acts of terrorism, fire, acts of government authority. In the event of a force majeure event, the affected party shall give prompt written notice to the other party, stating the period of time the same is expected to continue. If any such failure or delay in performance continues for more than sixty (60) days, either party may terminate this Agreement upon written notice to the other.

#### O. INDEPENDENT CONTRACTORS

You and FruitMaps are independent contractors, and no agency, partnership, joint venture, employee-employer, or franchisee-franchisor relationship is intended or created by this Agreement.

#### P. NOTICES

Except as explicitly stated otherwise, any notice to FruitMaps shall be given in writing to Legal Counsel at FruitMaps:

FRUITMAPS

Freelance Robotics Pty Ltd

Attention: Legal Counsel

5/65 Jardine Drive

Redland Bay QLD Australia 4165

Any notice to You will be given to the address You provide to FruitMaps during the registration and provisioning process. Either party may update its address by proper notice to the other party in the same manner as provided herein. Notice shall be deemed given twenty-four (24) hours after the notice is sent, unless the method of communication is email and the sending party is notified that the electronic mail address is invalid. Alternatively, either party may give notice by certified mail, postage prepaid and return receipt requested, to the address provided to the other party during the registration and provisioning process. In such case, notice shall be deemed given three (3) days after the date of mailing.

#### Q. GOVERNING LAW; EXPORT COMPLIANCE

This Agreement is subject to the laws of the State of Queensland, Australia (without regard to its conflicts of laws provisions). The Services may be subject to export laws and regulations of Australia and other jurisdictions. You may not permit users to access or use the Services in an Australian - embargoed country or in violation of any Australian export law or regulation, or in a manner that causes FruitMaps to be in violation of Australian export laws, even if the use is permitted the laws applicable to you or your user or customer. Each party represents that it is not on any restricted persons list maintained by Australia, the U.S.A., Canada, or any member of the European Union.

#### R. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, together with the applicable Subscription(s) comprises the entire agreement between You and FruitMaps with respect to the subject matter hereof and supersedes all prior agreements between the parties regarding the subject matter of this Agreement. In the event of a conflict between the terms of the Agreement and any Subscription, the terms set forth in the applicable Subscription govern. You acknowledge that any pre-printed terms and conditions on or attached to Your purchase Subscriptions will be of no force or effect. If one or more of the paragraphs in this Agreement are found to be unenforceable or invalid, the remaining paragraphs shall remain in effect.

#### S. ASSIGNMENT

This Agreement may not be assigned by a party without the prior written consent of the other party unless such assignment is to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of You that results or would result in a direct competitor of FruitMaps directly or indirectly owning or controlling 50% or more of You shall entitle FruitMaps to terminate this Agreement for cause immediately upon written notice.

#### T. AUTHORITY

If this Agreement is being accepted by any individual for You, then You represent, warrant and attest that such individual has the authority to execute this Agreement on Your behalf.

#### U. UPDATES

FruitMaps may amend these Terms from time to time, and the revised Terms shall be effective upon the commencement of the next Renewal Term (as defined in the applicable Subscription). Any such revisions will apply to FruitMaps customers generally, will not impose additional fees during the applicable Term, or alter the allocation of risk between you and FruitMaps.

#### V. PUBLICITY

You agree that FruitMaps may include identification of you as a customer on FRUITMAPS's website, provided that such identification is no more prominent than the identification of FruitMaps other customers and is otherwise consistent with FruitMaps practice of identifying its customers on its website at the time. Except as otherwise provided herein, each party agrees to submit to the other party all press releases and other publicity matters or materials relating to this Agreement, or mentioning or implying the trade names, logos, trademarks or service marks of the other party, and each party further agrees not to publish or use such press releases or publicity matters or materials, without the other party's prior written consent except to the extent that a Party determines that a disclosure is required by applicable law.

#### W. PERSONAL DATA PROTECTION CLAUSES

Each party is responsible for complying with all applicable local, state, provincial, federal, and international laws and regulations ("Applicable Laws"), including applicable data protection legal requirements, for the purposes of this Agreement. FruitMaps shall implement and maintain commercially reasonable technical, administrative, and physical safeguards and security methods designed to prevent any unauthorized release, access to, or publication of Your Content. FruitMaps shall implement processes and maintain procedures designed to comply with Applicable Laws and shall facilitate your compliance with your obligations for data security and response to individual data subject requests with respect to Personal Information in FruitMaps possession or control, to the extent that you are required to comply with the following: (i) the Australian Privacy Act 1988 and National Privacy Principles; (ii) the U.K. Data Protection Act 2018 and the United Kingdom General Data Protection Act ("UK GDPR"); (iii) the General Data Protection Regulation (EU) 2016/679 of the European

Parliament and of the Council ("GDPR") and any applicable laws enacted by an EU member state implementing the requirements of GDPR; (iv) the Canadian Personal Information Protection and Electronic Documents Act; (v) the California Consumer Privacy Act, Cal. Civ. Code §§ 1798.100 et seq. and implementing regulations ("CCPA"); (vi) any other existing or newly enacted Applicable Laws regarding privacy; and (vii) any amendments and successors to the foregoing. This Agreement and the Documentation are your instructions for processing Your Content, and FruitMaps shall not process Your Content for any other purpose. FruitMaps may use subcontractors to facilitate its obligations under this Agreement, and FruitMaps shall be responsible for the acts and omissions of such subcontractors relating to this Agreement as though they were those of FruitMaps. FruitMaps shall use commercially reasonable measures to ensure that such subcontractors implement and comply with reasonable security measures in handling any Your Content.

If FruitMaps processes Your Content on behalf of you for the provision of the Services, the parties acknowledge and agree that FruitMaps is a "Service Provider" as defined in the CCPA, and Your Content may include personal information, as that term is defined by the CCPA ("CCPA Personal Information"). FruitMaps does not sell CCPA Personal Information. When FruitMaps processes CCPA Personal Information for or on your behalf, FruitMaps collects, retains, uses, and discloses such CCPA Personal Information solely for the permitted purposes described in this Agreement, and for no other commercial purpose. FruitMaps certifies that it understands and will comply with the restrictions set forth in this Section 4(d) (CCPA Service Provider).

To the extent that FruitMaps processes any Personal Data (as defined in the FruitMaps Data Processing Addendum, (the "DPA")) and (i) the Personal Data relates to individuals in the EEA or the United Kingdom, or (ii) you are established in the EEA or the United Kingdom, you agree that FruitMaps does so as a processor only and the parties agree to comply with the DPA.

## **1. Agreement**

1. These Terms and Conditions, together with our Privacy Policy, apply to your use of Freelance Robotics Pty Ltd's ("we", "our" or "us") website located at <https://www.FruitMaps.com> ("Site").
2. By browsing or using the Site, you agree to these Terms and Conditions, together with our Privacy Policy (collectively, the "Agreement"). If you do not agree with the terms of the Agreement, you must not access, browse or use this Site.

## **2. Site Use**

1. To purchase the Products and Services listed or advertised on the Site, you must become a member of the Site. To become a member of the Site you must open a membership account with us ("Account") by providing your name, address, telephone number, a valid email address and nominate a password ("Password"). Registration is free. If you do not provide accurate and complete details we may not be able to activate your membership, supply Products or provide the Services to you. You agree to keep your Account and membership details current at all times by updating these

details via your Account on the Site or by contacting us  
[admin@freelancerobotics.com.au](mailto:admin@freelancerobotics.com.au)

2. You will receive an email confirming registration with us shortly after you have created your Account via the Site.
3. You may not use one email address to register for multiple Accounts. You must not hold more than one Account at the same time.
4. You warrant and represent that your access to, or use of, the Site is not unlawful or prohibited by any laws which apply to you. You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.
5. You agree that you have sole responsibility for any activity that occurs on or using your Account. You agree to notify us immediately if you become aware of any security breach or any unauthorised use of your Password or Account.
6. We may, in our absolute discretion, terminate your Account, disable your Account or restrict your access to the Site (temporarily or permanently) where you have breached the Agreement or for any reasonable reason and at any time. Under these circumstances, you may be prevented from accessing all or parts of the Site, your Account details or any other content associated with your Account. We will not be liable to you or any third party if this occurs. We may impose limits or restrictions on the use you may make of the Site. Further, we may, for any reason, at any time and without notice to you, withdraw the Site, or change or remove Site functionality.
7. The Site may contain links to third party websites. Any links to such websites provided on the Site are for convenience only. We do not represent that we have any relationship with any linked websites nor recommend or endorse any goods, services or third party content appearing on, or via, other websites linked to this Site. We are not responsible for any loss or damage that may arise from your access to, and/or use of, third party websites, products and services. Additionally, we are not responsible for the content or privacy practices associated with linked websites. You should make your own enquiries before using and/or accessing third party websites.
8. You may not use the Site other than for its intended purpose. You agree that you will not engage in any activity that interferes with or disrupts the Site or the servers and networks that host the Site. You agree not to, circumvent, disable or otherwise interfere with security-related features of the Site or attempt to do so or otherwise interfere with, or restrict, any person or visitor from accessing or using the Site.
9. Unless otherwise expressly stipulated in this Agreement, you must not copy, adapt, distribute, display, reproduce or transmit any content displayed or published on the Site.
10. You must take your own precautions to ensure that the telecommunications equipment and computer systems used by you to access and use the Site does not expose your telecommunications equipment and computer systems to any viruses, malicious computer code or other forms of interference which may damage your computer system. We accept no responsibility for any loss or damage to you or anyone else which may arise out of, or in connection with, your access to, and use of, the Site.

### 3. Legal Capacity

1. You must be eighteen (18) years of age or over to register as a member of the Site or to Subscription and/or purchase Products or Services on, or via, the Site. If you are under the age of 18 years ("**Minor**"), you must immediately cease accessing and using the Site. If you are found to be a Minor, we are entitled, at our absolute discretion, to cancel or terminate any Subscription or Subscription and/or purchase of Products or Services made on, or via, the Site.
2. Any Subscription or Subscription and/or purchase made by you using this Site and your continued use of the Site is an acknowledgement by you that:
  1. you are over the age of eighteen (18) years; and
  2. you accept the Agreement and agree that you have entered into a binding legal contract with us in relation to the Agreement.

### 4. Pricing

1. All prices listed on the Site are in Australian Dollars, include GST (unless otherwise specified) and do not include Delivery Costs.
2. All prices displayed on the Site are subject to change without notice. Prices for items in an Subscription or Subscription are fixed once your Subscription or Subscription has been confirmed. Subsequent price changes either up or down will not be retroactively applied to confirmed Subscription or Subscriptions.
3. Promotional discount codes may be given at our sole discretion on terms and conditions notified at the time of the relevant promotional offer or discount.
4. If a discount code is entered at the checkout, it has the effect of applying a discount solely across the cost of the Products. Any associated Delivery Cost will be unaffected by the discount code and payable at the ordinary rate.
5. You agree to pay Delivery Costs as they are calculated and listed in the Subscription confirmation at the time of purchase.
6. International Delivery Costs do not include insurance or any taxes or duties which may be applied by customs at the destination country and any duties or taxes incurred are the responsibility of the person who placed the Subscription or Subscription.
7. In accordance with Australian export regulations we are required to declare the exact value of all items and identify the Subscription as dutiable "merchandise". We are also prohibited by law from identifying an Subscription as a "gift" for export purposes, even if you have placed the Subscription with the intention of delivery to a gift recipient.
8. To the maximum extent permitted by law, we reserve the right to refuse a sale to any Customer.

### 5. Product Specifications

1. Although we endeavour to provide accurate and complete information on the Products and Services listed or advertised on the Site, we cannot guarantee that the information is up to date, accurate and complete at all times. We reserve the right to (but are not obligated to) make changes or

updates to information displayed on the Site at any time without notice to you.

2. Unless otherwise stated, any accessories, decorations or furnishings shown in images of Products or Services on the Site are not included.
3. All weights, heights and other measurements listed on the Product specifications are provided for reference and are approximate only.

## 6. Subscriptions

1. You may place an Subscription for Subscriptions or Products by completing the checkout process on the Website or by requesting a quote through the Website. Subscriptions are subject to the availability of Products and/or Services requested in the Subscription. If the exact Product you are after is not available on the Website, you may submit a request for a custom package or quote through the Website.
2. An Subscription is not accepted and legally binding on us until:
  1. the Subscription has been accepted by us;
  2. the Subscription quote has been accepted by you (if applicable);
  3. payment has been received for the Subscription;
  4. the Products and/or Services are available; and
  5. the Subscription has been processed.
3. To the maximum extent permitted by law, Subscriptions may not be cancelled by you once they have been accepted by us, unless as otherwise outlined in clause 10.
4. We operate an online business and we will communicate with Customers or visitors to our Site who make an enquiry primarily via email or online enquiry form. It is the Customer's responsibility to therefore ensure that the correct contact details are provided and that the nominated email address is regularly checked for correspondence.
5. Each Subscription (once confirmed by us in writing) represents a separate agreement between the parties (and each separate Subscription placed by you on, or via, the Site will be subject to this Agreement).
6. We reserve the right, at our absolute discretion, to:
  - a. refuse to sell or to cancel Subscriptions or Subscriptions from Customers that request commercial quantities of Products or Services; or
  - b. cancel your Subscription or Subscription at any time prior to dispatch of the Products, or the provision of the Services, to you.
7. If an Subscription has been cancelled, refused or cannot be met due to unavailability of Products and/or Services, funds paid in relation to that Subscription or Subscription will be refunded in full as soon as is reasonably practicable. You will be provided with email acknowledgement of the cancellation and refund.

8. We accept no responsibility for Subscription or Subscriptions that are declined, misplaced, not received or not accepted due to disruptions caused to our internet connections or our computer systems.
9. Where you have provided an incorrect or incomplete delivery address for your Subscription or Subscription and your Subscription or Subscription is returned to us, we may redeliver the Subscription or Subscription at your request and charge a redelivery fee for each subsequent delivery attempt.
10. We do not guarantee the availability of any Products or Services displayed or Subscribed on, or via, the Site.

## **7. Payment**

1. You can pay for your Subscription or Subscription using any of the methods specified on the Site. A surcharge may apply to payments made by credit card depending on the credit card used.
2. Payment may also be subject to phases if specified in a custom quote by way of a deposit and milestone based subsequent payments.
3. You agree and acknowledge that we will treat an electronic instruction as authentic and are under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.
4. If your nominated payment method triggers our internal suspect transaction protocols, we may contact you to confirm additional details, or rescind the transaction. In this case, until your Subscription or Subscription has passed our fraud prevention protocols your Subscription or Subscription will not be fulfilled. If you do not provide the requested information within 7 days, your Subscription or Subscription will be cancelled and your payment will be refunded back to you via the method in which you paid. These information requests are sent to help protect credit card holders from online fraud though we provide no guarantee that we will identify any or all instances of online fraud that may occur in relation to any Subscription or Subscription made on or via the Site.
5. Payment processing services for Subscription or Subscriptions and/or Services are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By placing an Subscription and using Stripe to process payments you agree to be bound by the Stripe Services Agreement, which may be modified by Stripe from time to time. As a condition of enabling payment processing services through Stripe, you agree to provide us with accurate and complete information about you and your business, and you authorise us to share it and transaction information related to your use of the payment processing services provided by Stripe.

## **8. Delivery and Ownership of Products**

1. We will use reasonable endeavours to ensure that all Products or Services are delivered in a prompt and timely manner. However, delivery dates are estimates only and factors outside our control may result in delays to delivery. The estimated date of delivery may change without notice. We do not

accept any liability for loss or damage suffered by you or anyone as a result of any such delays.

2. We will not deliver Products to PO Box addresses, post restante addresses or addresses outside of Australia (unless otherwise agreed by us in writing). We reserve the right to refuse shipping to remote or rural locations.
3. Delivery Costs will vary depending on the Subscription you have made, the method of delivery, the location for delivery and any taxes or duties that may be charged in relation to delivery of the Subscription.
4. You acknowledge and agree that you may be subject to pay additional insurance costs related to the delivery of the Subscription.
5. You acknowledge and agree that it is your responsibility to ensure that you have nominated the correct delivery address and provided sufficient and appropriate details to identify the recipient in making an Subscription, and we are not responsible for any misplaced parcels or for delivery of any Subscription to an unintended recipient as a consequence of incorrect details.
6. You must ensure that any person who collects or takes delivery of the Products on your behalf is authorised by you to do so. Title and risk in the Products pass to the Customer on signing for delivery of the Products. Where a Customer gives written authority for Products to be delivered without a signature:
  - a. any and all included insurance cover (if any) will be voided; and
  - b. title and risk in the Products pass to the Customer on delivery of the Products to your nominated delivery address.
7. The nominated courier or internal delivery team will deliver the Products on a Business Day.
8. We are not responsible for the delivery times of Products. Once Products have been dispatched, it is the Customer's responsibility to liaise with our nominated courier company in relation to date of delivery and to make themselves available to take delivery at the nominated time for delivery. Any information provided by us to a Customer in relation to the method of delivery and estimated delivery time will be from a third party, and as such we do not guarantee the accuracy or currency of such information.

## **9. Repairs, Refunds and Returns**

1. Nothing contained in this Agreement excludes, restricts or modifies the application of any condition, warranty or other obligation, the exercise of any right or remedy, or the imposition of any liability under the Competition and Consumer Act 2010 (Cth) or any other national, state or territory legislation (the "Acts") where to do so is unlawful.
2. To the maximum extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon you pursuant to any of the Acts, our sole liability for breach of any such condition, warranty or other obligation is limited to supplying the Products or Services again or payment of the cost of having the Products or Services supplied again.

3. To the maximum extent permitted by law, we will not provide you with a refund, or exchange or repair the Products or Services purchased by you on, or via, the Site where:
  - a. the Products are damaged through misuse, accident or abnormal use; or
  - b. the Australian Consumer Law or any manufacturer's warranty does not apply.
4. Consumer Guarantees cannot be excluded and are in addition to any manufacturer's warranties or extended warranties purchased or given to you.
5. If a Product is damaged, incorrect or faulty, you should contact us as soon as possible at [admin@freelancerobotics.com.au](mailto:admin@freelancerobotics.com.au) to arrange your return or exchange. You must comply with directions or instructions given by us in relation to returning the damaged, faulty or defective Products to us or the manufacturer.
6. Returned Products must be returned with proof of purchase, be in their original packaging and be in a re-saleable condition. If you are returning Products due to a fault or defect under a Consumer Guarantee, you may return the Products without their original packaging.
7. It is the Customer's responsibility to ensure that returned Products are returned safely and within a reasonable period of time. We accept no responsibility for Products lost in transit.
8. Where you are returning Products to us because of our failure to comply with a Consumer Guarantee, Products returned to us will be at our cost. Refunds may take up to 10 Business Days to be processed.
9. Customers are only permitted to cancel their Subscription or Subscription within 24 hours of placing the Subscription or Subscription. You agree to forfeit any full or partial payment if the Subscription or Subscription is cancelled after the 24 hour period following the confirmation of your Subscription or Subscription.

## 10. Intellectual Property

1. You acknowledge that we or our licensors are the owners of all Intellectual Property Rights in the Site and in all Material published on the Site, and we retain all rights, title and interest in the Site and Material (including Intellectual Property Rights contained therein) irrespective of any licence we may grant to you to access, and use, the Site.
2. You must not in any form or by any means reproduce, modify, distribute, store, transmit, publish, use or display the Material on another website or create derivative works from any part of the Site or the Material or commercialise any information obtained from any part of the Site or Material without our prior written consent.
3. By uploading, posting, transmitting or otherwise making available any content or material via the Site ("Your Content"), you:
  - i. grant to us a non-exclusive, worldwide, royalty-free, perpetual, irrevocable and sub-licensable licence to use, publish, and reproduce

Your Content in any form for any purpose and unconditionally waive any moral rights that you might have in respect of Your Content; and

- ii. represent and warrant that you either own the Intellectual Property Rights in Your Content or have the necessary permission to upload, post, transmit or otherwise make available Your Content via the Site.
- b. We reserve the right to terminate any licence granted to you under the Agreement and/or remove any of Your Content from the Site, at any time, for any reason and without notice to you.
- c. You agree that you will not modify or copy the layout or appearance of the Site nor any computer software or code contained in the Site, and that you will not decompile, disassemble, reverse engineer or otherwise attempt to discover, interfere with or access any source code related to the Site.

### **11. Linking to the Site**

1. You must not establish a link to the Site in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
2. You must not establish a link to the Site from any website that is not owned by you.
3. This Site must not be framed on any other website, and you must not create a link to any part of this Site other than the home page. We reserve the right to withdraw linking permission at any time without written notice.

### **12. Indemnity**

1. You agree to indemnify Freelance Robotics Pty Ltd, Agricultural Robotics Pty Ltd, and their officers, directors, employers or contractors (collectively, the "Indemnified") and to keep indemnified and hold harmless the Indemnified from and against any and all actions, claims, demands, losses, damages, taxes, liabilities, costs and/or expenses that may be incurred by, or sustained by, the Indemnified arising out of, or in connection with, your access to, and use of, the Product, the Materials, the Site, any breach by you of this Agreement or your or anyone else's use of the Products or Services.

### **13. Liability**

1. To the maximum extent permitted by law, we exclude all:
  - a. conditions, guarantees or warranties expressed or implied by law; and
  - b. any liability to you or to any third person however arising (and whether arising under statute, negligence or otherwise) for any personal injury or death to you or any third person, or for any special, direct, indirect or consequential loss or damage (including, but not limited to, loss of income or revenue, loss or interruption of business, loss of profits, revenue or contracts, loss of anticipated savings, loss of data, loss of use, loss of privacy or loss of goodwill), arising out of, or in connection with, access and/or use of the Material, the Site, or any Products or Services Subscription or Subscription on, or via, the Site and this Agreement.

2. Without limiting the generality of the foregoing, you agree that in no event shall our maximum aggregate liability exceed AUD \$1,000. You acknowledge and agree that the limitations of liability contained in this clause are a fair and reasonable allocation of the commercial risk between the parties.
3. To the maximum extent permitted by law, all typographical, clerical or other errors or omissions in sales literature, quotations, price lists, acceptances or offers, invoices or other documents or information issued by us will be subject to correction without any liability on our part.

#### **14. Privacy**

1. We are committed to protecting your privacy and personal information. Please see our Privacy Policy for further details about our practices relating to the collection, use, disclosure and storage of your personal information.

#### **15. General**

1. We reserve the right to make changes to this Agreement without notice to you. Any amendments to this Agreement will have immediate effect from the time that they are published on the Site.
2. Although we do our best to provide the most up-to-date information on the Site as this becomes available, we cannot warrant the accuracy or completeness of the information provided.
3. Any provision of this Agreement which is void or unenforceable may be severed from this Agreement without affecting the enforceability of other provisions.
4. A failure or delay by us to exercise a power or right under this Agreement does not operate as a waiver of that power or right, and the exercise of a power or right by us does not preclude our future ability to exercise that or any other power or right.
5. This Agreement is governed by, and must be construed according to, the laws of Queensland, Australia and the parties submit to the exclusive jurisdiction of the courts exercising jurisdiction there.