

Connected Data Agreement – Updated January 2024

- 1 **Terms of our Agreement:**
 - 1.1 This agreement (**Agreement**) applies to access and use of the Pure Farming data platform (**Platform**) by any person or organisation who provides data (**you, your**). The Platform is operated by Map of Ag (**we, us, our**). See our company and contact details at the end of this Agreement.
 - 1.2 This Agreement sets out:
 - 1.2.1 terms governing your use of our Platform and our use of data you supply; and
 - 1.2.2 terms that apply when you have authorised a third-party user of our Platform to use data you supply.
 - 1.3 **User Terms:** Our [Acceptable Use Policy](#) applies to any use of the Platform by you. In addition, we may issue reasonable directions about the use of the Platform with which you agree to comply.
- 2 **Commencement and term:** This Agreement commences on the earlier of the following dates and will remain in force until terminated in accordance with this Agreement:
 - 2.1 the date you accept this Agreement; and
 - 2.2 the date and time that you first access or use our Platform.
- 3 **Creating an account on our Platform:**
 - 3.1 To register an account on our Platform you must be 18 years of age and provide us with the information requested on the account registration pages of our Platform. The information requested will include personal data: see our [Privacy Notice](#) for details of how we use and look after your personal information and for details of your rights.
 - 3.2 You agree to provide true, accurate, current and complete information as prompted by our registration forms, which you must maintain and promptly update as applicable.
- 4 **Connected Data:** Where you agree for data you supply (or supplied on your behalf) to be made available by us to one or more third parties using the Platform:
 - 4.1 that data is referred to as "**Connected Data**" and each third party is a "**Data Consumer**";
 - 4.2 each Data Consumer will supply you with "Data Consumer Terms" which describe how the Data Consumer will use your Connected Data and any limitations on such use. The Data Consumer Terms are between you and the Data Consumer, and you must make sure that you are happy with them before you give us your permission to share your Connected Data with a Data Consumer;
 - 4.3 the Data Consumer is responsible for ensuring that any use of your Connected Data is in accordance with the Data Consumer Terms. You agree that we are not responsible for any use by a Data Consumer of your Connected Data that we have provided to a Data Consumer in accordance with your permissions;
 - 4.4 if you change your mind and no longer wish to provide Connected Data to a Data Consumer, you must tell us by adjusting your data sharing permissions in your Account Settings. We will stop sharing any new Connected Data within 30 days of your instruction. Such an instruction will not affect any Connected Data which has been shared previously in accordance with your permissions and we are not able to secure return of this data from a Data Consumer; and
- 4.5 we may modify or translate the format of the Connected Data to standardise it but will use best endeavours not to change the meaning or intent of the Connected Data. We will promptly correct any perceived misrepresentation of data that may occur as a result of modification and translation when you notify us of any such perceived misrepresentation.
- 5 **Supply of Data:**
 - 5.1 You may supply Connected Data to us through tools we provide in the Platform, or by authorising third parties to supply data to us on your behalf. A third party that supplies data is referred to as a "**Data Source**".
 - 5.2 You warrant that you have full power and authority to provide any authorisation that you make to a Data Source and that the information you provide to make such an authorisation is true and correct.
 - 5.3 You agree that where you have authorised a Data Source to supply data on your behalf, the Data Source is not responsible for any use by a Data Consumer of that Connected Data, and the Data Source is also unable to secure return of the Connected Data from a Data Consumer.
 - 5.4 Where you supply Connected Data to us through the Platform, you grant us a worldwide, royalty-free, sub-licensable, licence to use, store, copy, modify, translate, make available and communicate the data to provide the functionality of the Platform and, in accordance with your permissions, to make your data available to Data Consumers.
 - 5.5 If you no longer wish a Data Source to supply Connected Data to us, you must tell us by adjusting your authorisation in the Platform, and/or by contacting the Data Source to revoke your authorisation.
- 6 **Additional data rights:** You grant us the right:
 - 6.1 to track and analyse your use of the Platform and interaction with other applications and software and use such data for the purposes of application security, for assessing performance of and optimizing and improving the Platform and for providing you with HelpDesk support; and
 - 6.2 to use your data and Connected Data in an anonymised manner for machine learning to support improved or additional product features that we may wish to offer to you and others.
- 7 **Data Security:** We will maintain appropriate administrative, physical, and technical safeguards to protect data that you supply to us. We will implement protective measures to protect personal information in accordance with applicable data protection and privacy laws.
- 8 **Data Storage:** Your data will be stored by us in a specific location or geographic region (for instance, Europe, Australia, North America or Singapore). Where we supply your Connected Data to a Data Consumer, your data may be stored in other regions and we have no control over where the Data Consumer may store your Connected Data. Our HelpDesk and IT services operate on a global basis and as such your data may be accessed from around the world.

- 9 **Intellectual Property rights:** As between you and us, we retain all right, title and interest, including without limitation all patent, copyright, trademark, trade secret, database rights and other intellectual property and proprietary rights, in and to: (i) the Platform (including in any algorithms and software, in object code and source code form); (ii) any results from the use of data pursuant to clause 6.2 and of any of our own proprietary data; and (iii) any and all improvements, modifications, translations and derivative works of any of the foregoing.
- 10 **Termination:** You are entitled to close your account and terminate your use of the Platform at any time, by giving us not less than one month's notice, by choosing to close your account in the Account Settings menu, or by emailing purefarmingsupport@mapof.ag.
- 11 **Suspension or termination for breach:** Without limiting any other right or remedy available to us, we may immediately suspend your access to, or use of, the Platform, and/or terminate this Agreement where we consider that you (or any person you have permitted to access the Platform) have:
- 11.1 undermined, or attempted to undermine, the security or integrity of the Platform or any underlying system;
- 11.2 used, or attempted to use, the Platform for improper purposes or in a manner that reduces the operational performance of the Platform; or
- 11.3 breached any terms of this Agreement, any term of our [Acceptable Use Policy](#) or any applicable law.
- 12 **Termination in other circumstances:** We may terminate this Agreement and your access to the Platform on written notice to you at any time. This is most likely should we decide to discontinue providing the Platform or any part of it. Such termination will be effective at the time we elect (which may be immediately).
- 13 **Effect of cancellation or termination:** If this Agreement is terminated:
- 13.1 your access to the Platform will be deactivated and all of your rights granted under this Agreement will immediately come to an end;
- 13.2 we will use reasonable endeavours to remove your data from the Platform but we will not be able to remove Connected Data to the extent it has been aggregated with other data or provided to a Data Consumer. You acknowledge that we cannot delete any copies of Connected Data that have been made by Data Consumers and that we may continue to use data collected pursuant to clauses 6.1 and 6.2 for our own purposes; and
- 13.3 we are not liable for any loss following, or as a result of, cancellation or termination of your access to the Platform.
- 14 **Force Majeure:** Neither party will be liable for failure or delay in performance of any obligation under this Agreement if the failure or delay is due to circumstances beyond its reasonable control.
- 15 **Warranties:** Our Platform is provided to you as a farm or business on an "as is" and "as available" basis. We do not warrant that the Platform will meet your specific requirements or expectations; or that use of the Platform will be uninterrupted or error-free. We will use reasonable care and skill to provide the Platform and comply with all applicable laws, statutes and regulations from time to time in force. Except to the extent set out in this Agreement, all warranties, representations, conditions and other terms of any kind implied by statute or common law are, to the fullest extent permitted by applicable law, excluded.
- 16 **Limitation of our liability:**
- 16.1 Nothing in this Agreement shall limit or exclude our liability for (a) death or personal injury caused by negligence, or the negligence of our employees, agents or subcontractors; (b) fraud or fraudulent misrepresentation; or (c) any other matter in respect of which it would be unlawful to exclude or restrict liability.
- 16.2 Subject to clause 16.1, neither we nor any Data Source are liable to you for any (i) loss of profit or revenue; (ii) costs associated with implementation or loss of use of the Platform; (iii) loss of anticipated savings; (iv) loss of use or corruption of software, data or information; (v) loss of business and/or goodwill; or (vi) indirect, consequential or incidental loss or damage, arising under the Agreement or in connection with your access and/or use of (or inability to access or use) the Platform, nor any information derived from use of the Platform; and
- 16.3 The exclusions in clause 16.2 apply regardless of whether our liability or responsibility arises in contract, tort (including negligence), equity, breach of statutory duty, or otherwise.
- 17 **Entire agreement:** The parties acknowledge that this Agreement contains the whole of the contract and understanding between them. We may update the terms of this Agreement from time to time. The latest version of the Agreement published on our website or shared with you will prevail over any earlier version. We will notify you by email when we publish any updated terms.
- 18 **Assignment:** we may assign or transfer our contractual rights and obligations arising pursuant to this Agreement to another organisation.
- 19 **Severability:** Each of the clauses of this Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 20 **Governing law:** The Agreement is governed by and construed in accordance with the laws of England and Wales. The parties submit the non-exclusive jurisdiction of the courts of England in relation to any dispute arising under or in relation to this Agreement.

The Platform is provided to you by Map of Agriculture Limited (company number 09467966) with its registered offices at Suite 1a Gilwilly Road, Gilwilly Industrial Estate, Penrith, England, CA11 9FF

Map of Ag contact details:

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