

# TERMS OF USE

AgPro Technology Pty Ltd

ABN 34 138 923 029

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Version 2.0

<b>Registered Entity</b>	AgPro Technology Pty Ltd   ACN 138 923 029   ABN 34 138 923 029
<b>Registered Address</b>	195 Riverview Road, Calavos QLD 4670, Australia
<b>Governing Law</b>	Queensland, Australia — Australian Consumer Law applies
<b>Support Contact</b>	support@agpro.technology   agpro.technology

**IMPORTANT — BINDING AGREEMENT:** By accessing or using any AgPro Technology service, platform, application, or API you confirm that you have read, understood, and agree to be bound by these Terms of Use and the AgPro Privacy Policy. If you do not agree, you must immediately cease use of all AgPro services.

## 1. Introduction and Purpose

AgPro Technology Pty Ltd ("AgPro", "we", "us", or "our") operates an integrated agricultural data management platform providing individual animal management, pedigree recording, genetic indexing, laboratory information management (LIMS), and environmental performance tracking tools for livestock producers, agronomists, scientists, and natural capital practitioners across Australia and internationally.

AgPro is committed to responsible data stewardship that supports nature-positive agriculture, science-based emissions reduction, and credible reporting under emerging regulatory and voluntary frameworks including the Australian Carbon Credit Unit (ACCU) scheme, the Nature Repair Market, Science Based Targets initiative (SBTi), Taskforce on Nature-related Financial Disclosures (TNFD), and associated biodiversity and natural capital accounting standards.

These Terms govern all access to and use of the AgPro platform, including web applications, mobile applications, API integrations, data exports, LIMS services, and any related professional services provided by AgPro or its authorised partners.

## 2. Definitions

The following defined terms apply throughout these Terms:

- "ACCU Scheme" means the Australian Carbon Credit Units scheme administered under the Carbon Credits (Carbon Farming Initiative) Act 2011 (Cth) and the Clean Energy Regulator (CER).

- "Ag Data" means all agricultural, livestock, and farm management data you upload, submit, or generate through the platform, including but not limited to animal identification records, genetic and pedigree data, production and performance records, health and treatment records, reproductive records, and pasture management data.
- "Animal Identification Data" means NLIS (National Livestock Identification System) device data, ear tag numbers, electronic identification (EID) data, breed registration numbers, and associated metadata.
- "API Partner" means any third party who accesses AgPro data or services via the AgPro Application Programming Interface (API) under a current Partner Agreement with AgPro.
- "Biodiversity Data" means field survey results, species occurrence records, habitat condition assessments, vegetation mapping data, and ecological monitoring outputs captured through the platform.
- "Carbon Data" means greenhouse gas emission measurements, sequestration estimates, project activity data, monitoring, reporting and verification (MRV) records, and ACCU project documentation.
- "CER" means the Clean Energy Regulator, the Australian Government agency responsible for administering the ACCU scheme and other clean energy legislation.
- "Environmental Performance Data" means the aggregate of Carbon Data, Biodiversity Data, Soil Health Data, and Water Quality Data held within the platform.
- "LIMS" means the AgPro Laboratory Information Management System for processing and reporting analytical results for soil, plant, water, microbial, animal hair, and chemical residue samples.
- "Nature Repair Market" means the voluntary biodiversity market established under the Nature Repair Market Act 2023 (Cth), administered by the Clean Energy Regulator.
- "Nature Repair Market Unit (NRMU)" means a biodiversity certificate issued under the Nature Repair Market Act 2023 (Cth).
- "Personal Data" means information as defined under the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs) that identifies or could reasonably identify you.
- "Platform" means the AgPro web application, mobile application, API, LIMS portal, and all associated software services.
- "Soil Health Data" means soil carbon fraction data, biological activity indices, chemical and physical test results, and associated sampling metadata.
- "SBTi" means the Science Based Targets initiative, which provides standards and tools for companies to set emissions reduction targets aligned with climate science.
- "TNFD" means the Taskforce on Nature-related Financial Disclosures framework for nature-related risk assessment and disclosure.
- "Your Data" means collectively all Ag Data, Animal Identification Data, Environmental Performance Data, and Personal Data that you contribute to the Platform.

## 3. Eligibility and Account Registration

### 3.1 Eligibility

You must be at least 18 years of age and have legal capacity to enter binding contracts in your jurisdiction. By registering, you warrant that you have authority to bind your farm enterprise, company, or organisation to these Terms.

### 3.2 Account Security

You are responsible for maintaining the confidentiality of your credentials and for all activity under your account. You must notify AgPro immediately at [support@agpro.technology](mailto:support@agpro.technology) of any suspected unauthorised access.

### 3.3 Authorised Users

You may grant access to employees, contractors, veterinarians, agronomists, and authorised consultants acting on your behalf. You remain responsible for their compliance with these Terms.

## 4. Livestock Data Recording and Management

## 4.1 Individual Animal Management

The Platform supports comprehensive individual animal data recording for cattle, sheep, goats, and other livestock species. Data capture capabilities include:

- Electronic identification (EID) and NLIS device integration
- Multi-trait performance recording including growth rates, carcass data, reproduction, and health outcomes
- Pedigree recording and genetic indexing including Estimated Breeding Values (EBVs), genomic data (SNP chip results), and breed society linkage
- Breed registration management for Australian breed societies and international stud book authorities
- Veterinary treatment records, vaccination history, and withdrawal period tracking
- Movement and traceability records consistent with Australian NLIS requirements
- Feed, pasture, and supplement intake records
- Carcass and MSA (Meat Standards Australia) grading data integration

## 4.2 NLIS Compliance

AgPro supports NLIS compliance workflows. However, AgPro does not operate as an NLIS database operator and makes no warranty that Platform records satisfy all NLIS legislative obligations. You remain solely responsible for maintaining compliant NLIS records directly with the NLIS database operator and for compliance with applicable state and territory livestock identification legislation.

## 4.3 Breed Society Data Linkage

Where you authorise AgPro to exchange data with breed societies (including Tuli Cattle Breeders Society of Australia, Australian Mashona Cattle Society, Boran Cattle Breeders of Australia, Angus Australia, and others), you grant the relevant breed society a licence to receive your animal records for the purpose of breed registration and genetic evaluation. AgPro acts as data processor in this context; the breed society's own data terms apply to data once received.

## 4.4 Composite Breed and Crossbreeding Programs

AgPro supports composite breed programs including three-way cross and nature-positive beef breed development programs. Pedigree data submitted for composite programs may be used in aggregate and anonymised form to develop industry benchmarking indices and genetic improvement models, subject to the data use provisions in Section 7.

# 5. Laboratory Information Management System (LIMS)

## 5.1 Supported Sample Types

The AgPro LIMS supports the management, chain of custody tracking, and reporting of analytical results for the following sample categories:

- Soil samples — including soil carbon fractions (total organic carbon, permanganate oxidisable carbon, humic and fulvic acids), pH, electrical conductivity, macro and micronutrients, texture, and bulk density
- Plant and leaf tissue samples — nutrient status, chlorophyll, and residue analysis
- Sap analysis — Brix, mineral balance, and crop physiology indicators
- Water samples — potability, salinity, nutrient load, and irrigation suitability
- Microbial samples — soil biology indices, microbial biomass carbon, fungal-to-bacterial ratios, and biological inoculant quality assurance
- Animal hair and tissue samples — mineral status, heavy metal screening, and genetic sampling chain of custody
- Chemical residue analysis — Agricultural and Veterinary (AgVet) chemical residue testing for market access compliance

## 5.2 Accredited Laboratory Partners

AgPro may integrate with NATA-accredited and internationally recognised laboratories as API Partners for automated result import and reporting. A current list of integrated laboratory partners is maintained at [agro.technology/lims-partners](https://agro.technology/lims-partners). AgPro does not perform laboratory analysis and accepts no liability for analytical accuracy; all analytical liability rests with the accredited laboratory.

### 5.3 Carbon Soil Sampling and MRV

Soil carbon sampling workflows within the LIMS are designed to support Measurement, Reporting and Verification (MRV) requirements under the Carbon Credits (Carbon Farming Initiative) Act 2011 (Cth) and associated Methodology Determinations. Use of LIMS for ACCU project compliance purposes does not constitute a representation by AgPro that your project will meet CER eligibility or permanence requirements. You must engage a registered project auditor for compliance certification.

## 6. Environmental Performance Data and Sustainability Frameworks

### 6.1 Nature Repair Market

AgPro provides biodiversity monitoring and data management tools designed to support participation in the Nature Repair Market established under the Nature Repair Market Act 2023 (Cth). AgPro is not a Biodiversity Assessor or Nature Repair Market Project Proponent under that Act. Use of the Platform does not guarantee eligibility for, or issuance of, Nature Repair Market Units (NRMUs). You must engage a registered Biodiversity Assessor for formal project determination.

### 6.2 Science Based Targets Initiative (SBTi)

AgPro provides emissions inventory and tracking tools consistent with the GHG Protocol Agricultural Guidance and the SBTi FLAG (Forest, Land and Agriculture) Sector Guidance. AgPro tools support Scope 1, 2, and relevant Scope 3 emissions quantification for livestock and cropping enterprises. AgPro does not independently verify your emissions targets or certify SBTi compliance. Target validation and commitment remains your responsibility.

### 6.3 Taskforce on Nature-related Financial Disclosures (TNFD)

AgPro Environmental Performance Data outputs are structured to support TNFD LEAP (Locate, Evaluate, Assess, Prepare) framework reporting, including dependencies and impacts on ecosystem services. Data exports can be configured to align with the TNFD recommended disclosure metrics for agriculture, food and beverage sectors. You are responsible for ensuring your TNFD disclosures are complete, accurate, and appropriate for your reporting context.

### 6.4 Australian Carbon Credit Units (ACCU) Scheme

AgPro supports data capture and reporting for ACCU methodology activities including savanna burning, soil carbon, avoided deforestation, and human-induced regeneration. The Platform is designed to facilitate MRV data collection consistent with Clean Energy Regulator requirements. AgPro does not act as an Eligible Interest Holder, project proponent, or registered carbon service provider under the ACCU scheme unless separately contracted to do so in writing.

### 6.5 Nature-Positive Production Certification

AgPro supports data collection and reporting workflows for nature-positive beef and agricultural product certification programs. Where AgPro data is used to support product claims (including environmental labelling, origin claims, or certification scheme submissions), you warrant that all submitted data is accurate, complete, and honestly represents your management practices. False or misleading environmental claims may constitute a breach of the Australian Consumer Law (ACL) and applicable certification scheme rules.

## 7. Data Ownership, Use, and Licensing

### 7.1 Your Data is Yours

Your Data remains your property. AgPro will never sell Your Data to any third party without your explicit prior written consent. You may download, export, or request deletion of Your Data at any time during your membership and for 30 days following termination.

## 7.2 Licence to AgPro

By submitting Your Data to the Platform you grant AgPro a limited, royalty-free, worldwide licence to process, store, back up, and use Your Data solely for the purpose of providing the Services to you, maintaining platform security and integrity, and where explicitly agreed, for aggregated and anonymised benchmarking as described in Section 7.3.

## 7.3 Aggregated and Anonymised Data

AgPro may compile aggregated, de-identified datasets from member contributions to develop industry benchmarking, breed performance indices, regional emissions profiles, and agronomic models. No aggregated dataset will enable identification of any individual member, farm, or animal. AgPro owns all intellectual property in aggregated and derived datasets.

## 7.4 Environmental and Carbon Data — Special Conditions

Given the commercial value of Carbon Data and Environmental Performance Data in the context of ACCU projects, NRMUs, and voluntary carbon markets, the following additional protections apply:

- Your Carbon Data and Environmental Performance Data will not be shared with any third party (including API Partners) without your specific written consent identifying the recipient, the data type, and the permitted use.
- Where you use AgPro as an MRV platform for a registered ACCU or Nature Repair Market project, AgPro will maintain data version history and audit trails consistent with CER record-keeping requirements.
- Data held for active ACCU or NRMU projects will be retained for a minimum of 7 years following project cessation, consistent with legislative requirements, unless you request earlier deletion and this is permissible under applicable law.

# 8. Third Party API Partners and Data Integrations

## 8.1 Approved API Partner Programme

AgPro maintains an API Partner Programme enabling approved third-party service providers to access designated AgPro data and services on your behalf. API Partners may include:

- Breed society and genetic evaluation organisations
- Accredited analytical laboratories (soil, water, plant, animal)
- NLIS database operators and livestock traceability service providers
- Carbon project auditors and registered service providers under the CER
- Nature Repair Market Biodiversity Assessors
- Certified meat processors and carcass grading service providers (e.g., MSA graders)
- Agricultural ERP, herd management, and farm management information systems
- Agri-finance, insurance, and supply chain transparency platforms
- Environmental consulting firms and MRV service providers
- Export market and food safety certification bodies

## 8.2 Your Control Over API Access

You grant API access to specific partners through your account settings. You may revoke API Partner access at any time. Revoking access does not obligate AgPro to delete data already transmitted to the partner prior to revocation — that is governed by the partner's own data terms, which you should review before granting access.

## 8.3 API Partner Obligations

All API Partners must execute a current AgPro Partner Agreement which requires:

- Compliance with the Privacy Act 1988 (Cth) and Australian Privacy Principles
- Use of data exclusively for the purpose authorised by the member
- Prohibition on on-selling or sub-licensing member data to any further party
- Reporting of any data breach to AgPro within 24 hours of discovery
- Deletion of member data upon request or on termination of the Partner Agreement

## 8.4 AgPro's Role as Data Processor

Where AgPro transmits Your Data to API Partners, AgPro acts as a data processor on your instruction. AgPro takes reasonable technical and organisational measures to secure data in transit including TLS 1.2 or higher encryption, but is not liable for security failures occurring within API Partner systems.

## 8.5 Real-Time Market and Pricing Data

Where AgPro integrates with commodity pricing, market intelligence, or supply chain transparency platforms, such data is provided for information purposes only and does not constitute financial advice. AgPro accepts no liability for commercial decisions made relying on market data feeds.

# 9. Privacy and Data Protection

## 9.1 Australian Privacy Principles

AgPro is bound by the Privacy Act 1988 (Cth) and the Australian Privacy Principles (APPs). AgPro's full Privacy Policy is available at [agpro.technology/privacy](https://agpro.technology/privacy) and forms part of these Terms.

## 9.2 Data Storage Location

Your Data is primarily stored on servers located in Australia. Where data is processed by overseas service providers (including cloud infrastructure providers), AgPro will ensure equivalent privacy protections apply consistent with APP 8. A current list of offshore processing arrangements is maintained in the Privacy Policy.

## 9.3 Notifiable Data Breaches

AgPro is subject to the Notifiable Data Breaches scheme under the Privacy Act 1988 (Cth). In the event of an eligible data breach involving Your Data, AgPro will notify you and the Office of the Australian Information Commissioner (OAIC) as required by law.

## 9.4 Animal and Genomic Data

Genomic data (including SNP chip results, parentage verification data, and embryo transfer records) is treated with equivalent sensitivity to personal genetic information and will not be shared beyond the purposes for which it was submitted without your specific written consent.

# 10. Intellectual Property

## 10.1 AgPro Platform

AgPro owns all intellectual property in the Platform, including software, algorithms, indices, benchmarking models, user interface designs, and documentation. You are granted a non-exclusive, non-transferable licence to use the Platform for the purposes described in these Terms during your active membership.

## 10.2 Your Data

You retain all ownership rights in Your Data. AgPro claims no intellectual property in Your Data beyond the limited licence granted in Section 7.2.

## 10.3 Derived Models and Indices

Where AgPro develops genetic indices, emissions factors, biodiversity condition scores, or other analytical outputs using aggregated member data, AgPro owns those derived works. Such models will be made available to members as a service benefit where commercially practicable.

## 11. Fees, Payment, and Membership

### 11.1 Subscription Fees

Access to Paid Services requires payment of applicable subscription fees. Current pricing is published at [agpro.technology/pricing](https://agpro.technology/pricing) and may vary by service tier, animal numbers under management, and API access requirements.

### 11.2 Automatic Renewal

Paid subscriptions renew automatically at the end of each billing period unless cancelled. AgPro will provide at least 30 days' written notice of any fee changes prior to renewal. Cancellation requests must be submitted to [support@agpro.technology](mailto:support@agpro.technology).

### 11.3 Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy available under the Australian Consumer Law (Schedule 2 to the Competition and Consumer Act 2010 (Cth)) that cannot lawfully be excluded. To the extent permitted by law, AgPro's liability is limited to resupply of the relevant service or refund of the amounts paid for that service in the 12 months preceding the claim.

## 12. Acceptable Use

You must not use the Platform to:

- Submit false, misleading, or fraudulent data, including greenwashing claims, fabricated environmental performance data, or inflated carbon sequestration estimates
- Circumvent or manipulate ACCU, NRMU, or other regulatory scheme requirements
- Access, scrape, or harvest other members' data without authorisation
- Reverse engineer, decompile, or extract source code from any part of the Platform
- Upload malicious code, viruses, or any material intended to disrupt Platform operations
- Use the Platform in a manner that violates any applicable Australian law, including the Competition and Consumer Act, Privacy Act, Carbon Farming Initiative Act, or Nature Repair Market Act
- Facilitate animal welfare violations or non-compliant livestock movements

## 13. Environmental Data Integrity and Anti-Greenwashing

AgPro takes the integrity of environmental and carbon data seriously. In the context of regulatory schemes (ACCU, NRMUs) and voluntary market claims (nature-positive labelling, SBTi commitments), data quality is essential.

- You warrant that all Carbon Data, Biodiversity Data, and Environmental Performance Data submitted to the Platform accurately represents your actual management activities and measured outcomes.
- Submission of fabricated or materially inaccurate environmental data may constitute fraud under the Criminal Code Act 1995 (Cth), breach of the ACCU scheme, or misleading and deceptive conduct under the ACL.
- AgPro reserves the right to flag, quarantine, or refer data anomalies to the relevant regulatory authority (CER, ACCC, or OAIC) where there is reasonable evidence of data manipulation or fraudulent submission.
- AgPro may at its discretion engage independent data quality audits of platform data where required by regulatory bodies or certifying agencies.

## 14. Dispute Resolution

### 14.1 Governing Law

These Terms are governed by the laws of Queensland, Australia. You submit to the non-exclusive jurisdiction of the courts of Queensland and the Federal Court of Australia.

### 14.2 Dispute Process

In the event of a dispute, the parties agree to:

1. Notify AgPro in writing at [support@agpro.technology](mailto:support@agpro.technology), providing details of the dispute.
2. Engage in good faith negotiations for a period of 30 days following the notice.
3. If unresolved, refer the dispute to mediation administered by the Resolution Institute or a mediator agreed between the parties.
4. If mediation fails, proceed to litigation in the courts of Queensland.

### 14.3 Consumer Disputes

Nothing in this Section prevents you from lodging a complaint with the ACCC ([acc.gov.au](http://acc.gov.au)), OAIC ([oaic.gov.au](http://oaic.gov.au)), the Queensland Office of Fair Trading, or any other regulatory body with jurisdiction over the relevant matter.

## 15. Disclaimer of Warranties

The Platform is provided 'as is' and 'as available'. To the maximum extent permitted by Australian law, AgPro makes no warranties regarding fitness for a particular purpose, uninterrupted service, or the accuracy of agronomic, carbon, or biodiversity outputs. AgPro does not warrant that use of the Platform will result in ACCU project approval, NRMU issuance, SBTi target validation, or TNFD disclosure compliance. These outcomes depend on factors outside AgPro's control, including regulatory determinations and third-party audits.

## 16. Limitation of Liability

To the fullest extent permitted by law, AgPro's total aggregate liability to you for any claim arising under or in connection with these Terms is limited to the total subscription fees paid by you in the 12 months preceding the claim. AgPro is not liable for any indirect, consequential, or special loss including loss of ACCU revenue, NRMU value, carbon credit income, livestock production losses, or reputational harm arising from Platform use or failure.

## 17. Termination

AgPro may suspend or terminate your access where you breach these Terms, engage in conduct that poses a risk to Platform integrity or other members' data, or are subject to insolvency proceedings. Termination does not affect accrued rights. Sections 7, 9, 10, 13, 14, 15, and 16 survive termination.

## 18. Changes to These Terms

AgPro may update these Terms from time to time to reflect changes in the Platform, applicable law, or regulatory frameworks (including amendments to the Carbon Farming Initiative Act, Nature Repair Market Act, or Privacy Act). We will provide at least 30 days' notice of material changes via email and in-platform notification. Continued use of the Platform after the effective date of revised Terms constitutes acceptance.

## 19. Contact Details

<b>General Support</b>	support@agpro.technology
<b>Privacy Enquiries</b>	privacy@agpro.technology
<b>API Partner Programme</b>	partners@agpro.technology
<b>Data Breach Reports</b>	security@agpro.technology
<b>Postal Address</b>	AgPro Technology Pty Ltd, 195 Riverview Road, Calavos QLD 4670

## Appendix A — Regulatory and Voluntary Framework Reference

Framework	Full Name / Act	AgPro Relevance
ACCU Scheme	Carbon Credits (Carbon Farming Initiative) Act 2011 (Cth)	MRV data, carbon sequestration, soil sampling
Nature Repair Market	Nature Repair Market Act 2023 (Cth)	Biodiversity data, NRMU project support
NLIS	State livestock ID legislation	Animal traceability, movement records
SBTi FLAG	Science Based Targets initiative — Forest, Land & Agriculture	Emissions inventory, Scope 1/2/3 reporting
TNFD	Taskforce on Nature-related Financial Disclosures	Ecosystem dependency & impact reporting
ACL	Australian Consumer Law (Competition & Consumer Act 2010)	Consumer rights, anti-greenwashing
Privacy Act	Privacy Act 1988 (Cth) — Australian Privacy Principles	Personal and sensitive data handling
MSA	Meat Standards Australia grading system	Carcase data integration
ISO 14064	GHG quantification and reporting standard	Emissions data quality assurance
ISEAL	ISEAL Alliance credible standards	Nature-positive certification alignment