



TERMS AND CONDITIONS

Welcome to **grovia**, a product of **grovia Operations Pty Ltd (ABN 12 651 133 283)**, trading as *grovia* ('we', 'us', or 'our').

We provide:

- (a) a data-driven digital platform designed to plan, manage, monitor, and optimise nature-based restoration projects, known as 'grovia' as described on our Website (**Platform**); and
- (b) professional, advisory, consulting, analytical, geospatial, ecological, reporting, technical and related services, including project scoping, ground-truthing, report writing, legislative and regulatory guidance, and associated support services (**Advisory Services**).

These terms and conditions (**Terms**) govern your access to the Platform and our provision of the Platform, Advisory Services and any other goods or services agreed in writing between the parties (**Services**). You can view the most updated version of our Terms at <https://www.grovia.earth> (**Website**). Please read these Terms carefully before acquiring or using any Services.

If you acquire access to the Platform on a subscription basis, your subscription package or tier will be as selected by you and agreed between us, including via the Website or any separate written proposal, order form or statement of work (**Subscription Tier**). Further information on subscription tiers is set out at clause 5 below.

Please note that platform subscriptions may continue to renew automatically if specified in the applicable Subscription Tier or other written agreement. Advisory Services are engagement-based and do not renew automatically unless expressly stated in the relevant Engagement.

1 READING AND ACCEPTING THESE TERMS

- (a) In these Terms, capitalised words and phrases have the meanings given to them where they are followed by bolded brackets, or as set out in the Definitions table at the end of these Terms.
- (b) By paying for your Subscription, entering into an Engagement, acquiring or using any Services, or otherwise accepting the benefit of Services, you agree to be bound by these Terms.
- (c) These Terms form a binding contractual agreement between you, the person acquiring the Services or the company you represent and on whose behalf you are acquiring the Services ('**you**' or '**your**'), and us.
- (d) We may change these Terms at any time by notifying you, and your continued acquisition or use of any Services following such an update will represent an agreement by you to be bound by the Terms as amended.

2 ELIGIBILITY

- (a) By accepting these Terms, you represent and warrant that:
 - (i) you have the legal capacity and authority to enter into a binding contract with us; and
 - (ii) you are authorised to use any payment method or payment details provided in connection with acquiring any Services.
- (b) The Platform is not intended for unsupervised use by any person under the age of 18 years old or any person who has previously been suspended or prohibited from using the Platform. By using the Platform, you represent and warrant that you are either:
 - (i) over the age of 18 years and accessing the Platform for personal and/or commercial use; or
 - (ii) accessing the Platform on behalf of someone under the age of 18 years old and consent to that person's use of the Platform.



- (c) Please do not access the Platform if you are under the age of 18 years old and do not have your parent or guardian's consent, if you are under 16 or if you have previously been suspended or prohibited from using the Platform.
- (d) If you are signing up not as an individual but on behalf of your company, your employer, an organisation, government or other legal entity (**Represented Entity**), then "you" or "your" means the Represented Entity and you are binding the Represented Entity to this agreement. If you are accepting this agreement and acquiring or using any Services on behalf of a Represented Entity, you represent and warrant that you are authorised to do so.

3 DURATION OF YOUR SUBSCRIPTION

- (a) If you acquire a Platform subscription, your subscription and these Terms commence on the date you agree to be bound by these Terms and continue for the applicable subscription period and any renewal periods specified in the applicable Subscription Tier or other written agreement, unless terminated earlier in accordance with clause 21. If we provide Advisory Services, the term of each such engagement will be as set out in the relevant Engagement.
- (b) Subject to clause 3(c), Platform subscriptions may renew as set out in the applicable Subscription Tier or other written agreement. Advisory Services do not renew automatically unless expressly stated in the relevant Engagement.
- (c) If a Platform subscription is stated to renew automatically under the applicable Subscription Tier or other written agreement, that subscription will not renew on the date on which the then-current subscription period ends if either party gives written notice of cancellation at least 14 days before the end of that subscription period.
- (d) If a Platform subscription is stated to renew automatically under the applicable Subscription Tier or other written agreement, we will provide you with at least 30 days' prior written notice before the end of the then-current subscription period of the upcoming renewal and any applicable changes to the Subscription Fees or these Terms.

4 THE SOLUTION

4.1 SCOPE OF YOUR SUBSCRIPTION AND THE SOLUTION

- (a) We will provide you, to the extent described in your Subscription Tier, the Platform and the Documentation (**Solution**).
- (b) Your Subscription includes the benefits and limitations of your selected Subscription Tier as set out on our Website, or as otherwise communicated to you when you subscribe for your Subscription (and as amended from time to time by notice to you).
- (c) Where we agree to provide Advisory Services, the specific scope, assumptions, dependencies, deliverables, timeframes and fees for those Advisory Services will be set out in a proposal, quote, statement of work, order form, engagement letter, email acceptance or other written document agreed between the parties (**Engagement**).
- (d) For clarity, the Solution comprises the Platform and Documentation only, and Advisory Services are provided as part of the Services under the applicable Engagement.
- (e) Each Engagement forms part of, and is governed by, these Terms unless the Engagement expressly states otherwise. If there is any inconsistency between these Terms and an Engagement, the Engagement will prevail to the extent of the inconsistency.
- (f) Unless expressly stated otherwise in an Engagement, any delivery dates, milestones or completion dates are estimates only and depend on your timely provision of information, instructions, approvals, access and cooperation.



- (g) We may perform the Services ourselves or through our Personnel, contractors and service providers.

4.2 ACCOUNTS

- (a) **(Accounts)** To use the Solution, you may be required to sign-up, register and receive an account through the Website (an **Account**).
- (b) **(Provide Information)** As part of the Account registration process and as part of your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, photos and video, audio files, plans, profile information, payment details, ratings and reviews, verified identifications, verified certifications and authentication, and other information as determined by us from time to time.
- (c) **(Warranty)** You warrant that any information you give to us in the course of completing the Account registration process is accurate, honest, correct and up-to-date.
- (d) **(Acceptance)** Once you complete the Account registration process, we may, in our absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.

4.3 DISCLAIMER

You acknowledge and agree that:

- (a) any information, output, report, estimate, model, forecast, recommendation or other material provided by us as part of or in connection with the Services is general in nature, may be based on assumptions, third party information, geospatial or environmental data, modelling tools and machine-assisted processes, and may not be suitable for your circumstances;
- (b) we do not provide legal advice, financial product advice, financial services, taxation advice or any other regulated advice, and nothing in the Services constitutes a recommendation or statement of opinion intended to influence a decision in relation to a financial product or other regulated matter;
- (c) we do not hold an Australian financial services licence, and you must obtain your own independent legal, financial, taxation, environmental, scientific, technical and other professional advice before acting on any information or output provided through the Services;
- (d) we do not warrant that the Services or any Deliverables will result in project approval, carbon credit issuance, financial return, commercial success, regulatory compliance, or acceptance by any government authority, regulator or third party; and
- (e) it is your responsibility to assess the suitability of the Services for your purposes and to comply with all applicable laws, standards and regulatory requirements relevant to your business, land, projects and activities.

4.4 PLATFORM

- (a) While your Subscription is maintained, we grant to you a non-exclusive, non-transferable licence to use the Platform and Documentation for the Number of Solution Users. If your Subscription Tier on the Website does not specify a Number of Solution Users, your licence to use the Solution under this clause will be limited to one User (i.e., the Number of Solution Users will be one).
- (b) We may from time to time, in our absolute discretion, release enhancements to the Platform, meaning an upgraded, improved, modified or new versions of the Platform (**Enhancements**). Any Enhancements to the Platform will not limit or otherwise affect



these Terms. Enhancements may cause downtime or delays from time to time, and credits will not be provided for such downtime.

- (c) We may change any features of the Solution at any time on notice to you.

4.5 SUPPORT SERVICES

We will provide general support where reasonably necessary to resolve technical issues with the Platform (**Support Services**). Unless otherwise agreed in writing:

- (a) we will take reasonable steps to provide Support Services where necessary (you must first endeavour to resolve any issues with the Platform internally and we will not assist with issues that are beyond our reasonable control);
- (b) we will use our best endeavours to respond to requests for Support Services and you acknowledge that we may not be available 24/7 or respond within a particular time frame;
- (c) you are responsible for all internal administration and managing access, including storing back-up passwords and assisting your Users to access and use the Platform; and
- (d) you will not have any claim for delay to your access to the Platform due to any failure or delay in Support Services.

4.6 DELIVERABLES AND ACCEPTANCE

- (a) If an Engagement includes reports, assessments, models, recommendations, plans, maps, memoranda, data outputs or other work product (**Deliverables**), we will provide those Deliverables in accordance with the applicable Engagement.
- (b) You must review each Deliverable promptly after delivery and notify us in writing within 5 Business Days if you consider that the Deliverable does not materially conform with the applicable Engagement, giving reasonable particulars of the alleged non-conformity.
- (c) If you do not notify us within that 5 Business Day period, the Deliverable will be deemed accepted.
- (d) If you notify us of a material non-conformity within that period and we reasonably determine that the Deliverable does not materially conform with the applicable Engagement, we will use reasonable efforts to correct or re-perform the affected part of the Deliverable.
- (e) Minor errors, immaterial omissions, formatting issues, or issues caused by incomplete, inaccurate or late information supplied by you or any third party will not constitute a material non-conformity.

4.7 CHANGES TO SCOPE

- (a) Either party may request a change to an Engagement, including a change to the scope, assumptions, Deliverables, timing, dependencies or Fees (**Change Request**).
- (b) A Change Request will not be binding unless agreed in writing by both parties, including any resulting changes to Fees, milestones or timeframes.
- (c) If you request work outside the agreed scope of an Engagement, we may treat that work as a Change Request and either decline to perform it or charge for it on a time and materials basis at our then-current rates, unless otherwise agreed in writing.
- (d) We may suspend performance of any affected part of the Services pending agreement of the applicable Change Request.



5 SUBSCRIPTION TIERS AND FEATURES

- (a) We offer access to the Platform through various subscription tiers, including (but not limited to) Lite, PRO, Starter, Grow, Scale, and Enterprise tiers. Each tier provides different levels of access, functionality, and support.
- (b) The features, limitations, and applicable fees for each subscription tier are set out on our Website at <https://www.grovia.earth/> or as otherwise notified to the User in writing or through the Platform interface.
- (c) We reserve the right to modify, add, or remove features, tools, or pricing for any subscription tier from time to time. Any material changes will be communicated to Users in advance where reasonably practicable.
- (d) Where the User has entered into an enterprise arrangement with us, the applicable subscription terms may be set out in a separate written agreement or annexed to this Agreement as a Schedule.

6 DATA HOSTING

We will store User Data you upload to the Platform using a third party hosting service selected by us (**Hosting Services**), subject to the following terms:

- (a) **(hosting location)** You acknowledge and agree that we may use storage servers to host the Platform through cloud-based services, and potentially other locations outside Australia.
- (b) **(service quality)** While we will use our best efforts to select an appropriate hosting provider, we do not guarantee that the Hosting Services will be free from errors or defects or that User Data will be accessible or available at all times.
- (c) **(security)** We will use our best efforts to ensure that User Data is stored securely. However, we do not accept responsibility or liability for any unauthorised use, destruction, loss, damage or alteration to User Data, including due to hacking, malware, ransomware, viruses, malicious computer code or other forms of interference.
- (d) **(backups & disaster recovery)** In the event that User Data is lost due to a system failure (e.g. a database or webserver crash), we cannot guarantee that any backup will be available, or if available that such a backup will be free from errors or defects.

7 CLIENT OBLIGATIONS

7.1 You agree to:

- (a) provide us with all documentation, information, data, assumptions, instructions, approvals, personnel access and assistance reasonably required by us to perform the Services;
- (b) ensure that all information, data, files, maps, geospatial boundaries, coordinates, reports, environmental datasets, modelling inputs and other materials provided to us are complete, accurate, lawful, up to date and supplied in a timely manner;
- (c) promptly provide access to any third party or other accounts, platforms, systems, personnel, sites and information sources reasonably required by us to perform the Services; and
- (d) promptly review and respond to our requests, questions, draft Deliverables and approvals so as not to delay performance of the Services.



7.2 CLIENT MATERIAL

- (a) You warrant that all information, datasets, maps, files, instructions and other material you provide to us for the purpose of receiving the Services (**Client Material**) is complete, accurate, current and not misleading.
- (b) Unless otherwise expressly agreed in writing, we are entitled to rely on Client Material and third party information without independent verification.
- (c) You acknowledge that the quality, accuracy and usefulness of the Services, including any geospatial analysis, modelling, reports, recommendations and Deliverables, depend on the quality and accuracy of the Client Material and any third party information made available to us.
- (d) We are not liable for any loss, error, omission, delay or inaccuracy arising from incomplete, inaccurate, corrupt, inconsistent, outdated or late Client Material or third party information.
- (e) You release us from all liability in relation to any loss or damage arising out of or in connection with the Services, to the extent such loss or damage is caused or contributed to by Client Material or third party information being incomplete, inaccurate, misleading, corrupted, delayed or out of date.

7.3 YOUR OBLIGATIONS

- (a) **You must, and must ensure that all Users, comply with these Terms at all times.** You acknowledge and agree that we will have no liability in respect of any damage, loss or expense which arises in connection with your, your Personnel's, or any User's, breach of these Terms, and you indemnify us in respect of any such damage, loss or expense.
- (b) You must not, and must not encourage or permit any User, Personnel or any third party to, without our prior written approval:
 - (i) upload any inappropriate, offensive, illicit, illegal, pornographic, sexist, homophobic or racist material using the Platform;
 - (ii) use the Platform for any purpose other than for the purpose for which it was designed, including you must not use the Solution in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity (including requesting or accepting a job which includes illegal activities or purposes;
 - (iii) upload any material that is owned or copyrighted by a third party;
 - (iv) make copies of the Documentation or the Platform;
 - (v) adapt, modify or tamper in any way with the Platform;
 - (vi) remove or alter any copyright, trademark or other notice on or forming part of the Platform or Documentation;
 - (vii) act in any way that may harm our reputation or that of associated or interested parties or do anything at all contrary to the interests of us or the Platform;
 - (viii) use the Platform in a way which infringes the Intellectual Property Rights of any third party;
 - (ix) create derivative works from or translate the Platform or Documentation;
 - (x) publish or otherwise communicate the Platform or Documentation to the public, including by making it available online or sharing it with third parties;
 - (xi) integrate the Platform with third party data or Platform, or make additions or changes to the Platform, (including by incorporating APIs into the Platform) other than integrating in accordance with any Documentation or instructions provided by us in writing;



- (xii) intimidate, harass, impersonate, stalk, threaten, bully or endanger any other User or distribute unsolicited commercial content, junk mail, spam, bulk content or harassment in connection with the Platform;
- (xiii) sell, loan, transfer, sub-licence, hire or otherwise dispose of the Platform or Documentation to any third party, other than granting a User access as permitted under these Terms;
- (xiv) decompile or reverse engineer the Platform or any part of it, or otherwise attempt to derive its source code;
- (xv) share your Account or Account information, including log in details or passwords, with any other person and that any use of your Account by any person who is not the account holder is strictly prohibited. You must immediately notify us of any unauthorised use of your Account, password or email, or any other breach or potential breach of the Platform's security;
- (xvi) make any automated use of the Solution and you must not copy, reproduce, translate, adapt, vary or modify the Solution without our express written consent;
- (xvii) attempt to circumvent any technological protection mechanism or other security feature of the Platform; or
- (xviii) permit any use of the Solution in addition to the Number of Solution Users.
- (c) If you become aware of misuse of the Platform, any Services, your Account, or any Engagement, any errors in the material or outputs provided through the Services, or any difficulty in accessing or using the Platform or any Services, please contact us immediately using the contact details or form provided on our Website.
- (d) You agree, and you must ensure that all Users agree:
 - (i) to comply with each of your obligations in these Terms;
 - (ii) to sign up for an Account where required in order to use the Platform or any relevant part of the Services;
 - (iii) that information given to you through the Platform, by us or another User, is general in nature and we take no responsibility for anything caused by any actions you take in reliance on that information; and
 - (iv) that we may cancel your, or any User's, Account at any time if we consider, in our absolute discretion, that you or they are in breach of, or are likely to breach, this clause 7.

8 FEES AND PAYMENT

8.1 TRIAL PERIOD

We may from time to time offer a free or discounted trial period of the Solution (**Trial Period**). Either no payment, or a discounted payment (as the case may be), will be due during a Trial Period and your first full payment will be due immediately after the expiry of the Trial Period.

8.2 SUBSCRIPTION FEES

- (a) You must pay the fees specified in the applicable Subscription Tier, Engagement, proposal, order form, statement of work, quote or other written agreement (**Fees**).
- (b) Fees may be charged on a subscription, fixed fee, milestone, retainer, usage-based or time and materials basis, as specified in the applicable written agreement.
- (c) If Fees are charged on a time and materials basis, you must pay for time spent by our Personnel at the rates agreed in writing, or if no rates are agreed, at our then-current



standard rates, together with any reasonable third party costs, disbursements and expenses approved by you or contemplated by the applicable Engagement.

- (d) Unless otherwise agreed in writing, fixed Fees and milestone Fees are non-cancellable and non-refundable once the relevant Services have commenced or the relevant milestone has been reached.
- (e) We may invoice you upfront, periodically in advance, monthly in arrears, on achievement of milestones, on delivery of Deliverables, or as otherwise specified in the applicable written agreement.

8.3 RECURRING BILLING FOR PLATFORM SUBSCRIPTIONS

- (a) This clause applies only to Platform subscriptions that are stated to renew automatically in the applicable Subscription Tier or other written agreement.
- (b) If your Platform subscription renews automatically, the applicable subscription Fees will continue to be charged at the beginning of each renewal period from your nominated payment method unless you cancel in accordance with these Terms or the applicable written agreement.
- (c) Advisory Services do not renew automatically unless expressly stated in the relevant Engagement.

8.4 CHANGES TO SUBSCRIPTION FEES

- (a) We may vary subscription Fees for future renewal periods by giving you at least 10 Business Days' prior written notice.
- (b) Fees for Advisory Services will be as set out in the relevant Engagement and may only be varied in accordance with that Engagement or a Change Request agreed in writing.

8.5 LATE PAYMENTS

- (a) Unless otherwise agreed in writing, you must pay each invoice within 14 days after the invoice date.
- (b) If you fail to pay an invoice when due, we may charge interest on the overdue amount at the rate of 10% per annum, calculated daily.
- (c) If any amount remains unpaid for more than 7 days after written notice of the overdue amount, we may suspend all or part of the Services until the overdue amount is paid in full.
- (d) You must reimburse us for all reasonable costs incurred by us in recovering overdue amounts.

8.6 GST

Unless otherwise indicated, the Fees do not include GST. In relation to any GST payable for a taxable supply by us, you must pay the GST subject to us providing a tax invoice.

8.7 CARD SURCHARGES

We reserve the right to charge credit card surcharges in the event payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).



8.8 ONLINE PAYMENT PARTNER

- (a) We may use third-party online payment partner, currently Stripe (**Online Payment Partner**) to collect Subscription Fees and other Fees, where applicable.
- (b) You acknowledge and agree that:
 - (i) the processing of payments by the Online Payment Partner will be, in addition to this agreement, subject to the terms, conditions and privacy policies of the Online Payment Partner, which can be found <https://stripe.com/au>;
 - (ii) you release us and our Personnel in respect of all liability for loss, damage or injury which may be suffered by any person arising from any act or omission of the Online Payment Partner, including any issue with security or performance of the Online Payment Partner's platform or any error or mistake in processing your payment; and
 - (iii) We reserve the right to correct, or to instruct our Online Payment Partner to correct, any errors or mistakes in collecting your payment.

9 POSTED MATERIAL

9.1 WARRANTIES

By providing or posting any information, Material or other content in connection with the Platform (**Posted Material**), you represent and warrant that, and must ensure that all Users make equivalent representations and warranties:

- (a) you are authorised to provide the Posted Material (including by being authorised to provide any services that you represent you provide);
- (b) the Posted Material is accurate and true at the time it is provided;
- (c) any Posted Material which is in the form of a review or feedback is honest, accurate and presents a fair view of the relevant person and/or your experience;
- (d) the Posted Material is free from any harmful, discriminatory, defamatory or maliciously false implications and does not contain any offensive or explicit material;
- (e) the Posted Material is free from any material that may harm our reputation or that of associated or interested parties;
- (f) the Posted Material is not "passing off" of any product or service and does not constitute unfair competition;
- (g) the Posted Material does not infringe any Intellectual Property Rights, including copyright, trademarks, business names, patents, Confidential Information or any other similar proprietary rights, whether registered or unregistered, anywhere in the world;
- (h) the Posted Material does not contain any viruses or other harmful code, or otherwise compromise the security or integrity of the Solution or any network or system; and
- (i) the Posted Material does not breach or infringe any applicable Laws.

9.2 LICENCE

- (a) You grant, and must ensure that all Users grant, to us a perpetual, irrevocable, transferable, worldwide and royalty-free licence (including the right to sublicense) to use, copy, modify, reproduce and adapt any Intellectual Property Rights in any Posted Material in order for us to use, exploit or otherwise enjoy the benefit of such Posted Material.
- (b) If it is determined that you retain moral rights (including rights of attribution or integrity) in any Posted Material, you release us from any and all claims that you could assert against us by virtue of any such moral rights, and you must ensure that all Users grant an equivalent release.



- (c) You indemnify us against all damages, losses, costs and expenses incurred by us arising in connection with any third party claim that Posted Material infringes any third party's Intellectual Property Rights.

9.3 REMOVAL

- (a) The Platform acts as a passive conduit for the online distribution of Posted Material and has no obligation to screen Posted Material. However, we may, in our absolute discretion, review and remove any Posted Material from the Solution at any time without giving any explanation or justification for removing the Posted Material, including if we determine that the Posted Material infringes a third party's Intellectual Property Rights, or is reasonably likely to.
- (b) You agree that you are responsible for keeping and maintaining records of Posted Material.

10 INTELLECTUAL PROPERTY AND DATA

10.1 PLATFORM CONTENT INTELLECTUAL PROPERTY

- (a) **(Our ownership)** We retain ownership of all Materials provided to you throughout the course of your Subscription in connection with the Platform (including text, graphics, logos, design, icons, images, plans, sound and video recordings, pricing, downloads and Platform) **(Platform Content)** and reserve all rights in any Intellectual Property Rights owned or licensed by us in the Platform Content not expressly granted to you.
- (b) **(Licence to you)** You are granted a licence to the Platform Content, for the Number of Solution Users, and you may make a temporary electronic copy of all or part of any materials provided to you for the sole purpose of viewing them and using them for the purposes of the Platform. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish those materials or any Platform Content without prior written consent from us or as otherwise permitted by law.

10.2 ADVISORY SERVICES IP AND DELIVERABLES

- (a) We retain ownership of all Intellectual Property Rights in and to the Platform, Platform Content, our methodologies, templates, processes, frameworks, tools, software, code, models, systems, know-how, analytics methods, training materials and all other materials created, developed or owned by us independently of the relevant Engagement or used by us in performing the Services **(Background IP)**.
- (b) Subject to payment in full of all Fees due in connection with the relevant Engagement, we grant you a non-exclusive, non-transferable, revocable licence to use the Deliverables provided under that Engagement for your internal business purposes and for the specific project or purpose for which the Deliverables were prepared.
- (c) No rights in any Deliverable, and no licence under clause (b), will vest unless and until all Fees due and payable in respect of the relevant Engagement have been paid in full.
- (d) To the extent any Deliverable incorporates, is based on, or cannot be used without our Background IP, your rights in that Deliverable are limited to the licence granted under clause (b), and you do not acquire any ownership in our Background IP.
- (e) Unless expressly agreed in writing, you must not commercialise, sublicense, sell, disclose to third parties, reverse engineer or separately exploit any Deliverable or our Background IP, except to the extent necessary for your internal use of the Deliverable for its intended purpose.



10.3 USER DATA

Our Rights and Obligations

- (a) You grant to us (and our Personnel, contractors and service providers) a non-exclusive, royalty free, non-transferable, worldwide and irrevocable licence to host, store, copy, use, process, analyse, reproduce, adapt and otherwise exploit User Data to the extent reasonably required to provide, maintain, support, develop and improve the Services and our other products and services, including to apply artificial intelligence, machine learning, automation and analytics processes to User Data, derive insights, train and refine models, generate outputs and conduct internal research, quality assurance and service improvement activities, in each case subject to our Privacy Policy and applicable law.
- (b) We reserve the right to remove any User Data at any time, for any reason, including where we deem User Data to be inappropriate, offensive, illicit, illegal, pornographic, sexist, homophobic or racist.

Your Obligations and Grant of Licence to Us

- (c) You are responsible for ensuring that:
 - (i) you share User Data only with intended recipients; and
 - (ii) all User Data is appropriate and not in contravention of these Terms.
- (d) You:
 - (i) warrant that our use of User Data will not infringe any third-party Intellectual Property Rights; and
 - (ii) indemnify us from and against all losses, claims, expenses, damages and liabilities (including any taxes, fees or costs) which arise out of such infringement.

11 THIRD PARTY PLATFORM, SERVICES & TERMS

11.1 THIRD PARTY TERMS

- (a) If we are required to acquire goods or services supplied by a third party, you may be subject to the terms and conditions of that third party (**'Third Party Terms'**).
- (b) Provided that we have notified you of such Third Party Terms and provided you with a copy of those terms, you agree to any Third Party Terms applicable to any goods or services supplied by a third party that we acquire as part of providing the Services to you and we will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

11.2 THIRD PARTY PLATFORM INTEGRATIONS

- (a) You acknowledge and agree that issues can arise when data is uploaded to Platform, when data is transferred between different Platform programs, and when different Platform programs are integrated together. We cannot guarantee that integration processes between the Platform and other Platform programs will be free from errors, defects or delay.
- (b) You agree that we will not be liable for the functionality of any third party goods or services, including any third party Platform, or for the functionality of the Platform if you integrate it with third party Platform, or change or augment the Platform, including by making additions or changes to the Platform code, and including by incorporating APIs into the Platform.
- (c) If you add third party Platform or Platform code to the Platform, integrate the Platform with third party Platform, or make any other changes to the Platform, including the Platform code (**User Platform Changes**), then:



- (i) you acknowledge and agree that User Platform Changes can have adverse effects on the Solution, including the Platform;
- (ii) you will indemnify us in relation to any loss or damage that arises in connection with the User Platform Changes;
- (iii) we will not be liable for any failure in the Solution, to the extent such failure is caused or contributed to by a User Platform Change;
- (iv) we may require you to change or remove User Platform Changes, at our discretion, and if we do so, you must act promptly;
- (v) we may suspend your access to the Solution until you have changed or removed User Platform Change; and/or
- (vi) we may change or remove any User Platform Change, in our absolute discretion. We will not be liable for loss of data or any other loss or damage you may suffer in relation to our amendment to, or removal of, any User Platform Change.

12 SUBMISSION TO CLEAN ENERGY REGULATOR (CER)

12.1 OPTIONAL SUBMISSION TO GOVERNMENT REGULATOR

- (a) From time to time, we may offer you the functionality to submit information directly to the Clean Energy Regulator (**CER**) for the purposes of registering a carbon project.
- (b) This functionality is dependent on third-party systems outside our control, including any future API or electronic form integration with CER platforms.
- (c) We will not submit any information to the CER without your express opt-in consent, which must be provided through a clearly designated section of the Platform.
- (d) You must actively indicate your intent to proceed with CER registration. No automated or default submission will occur.
- (e) You will be notified of the specific categories of information to be submitted prior to confirmation, which may include:
 - (i) Property details;
 - (ii) Contact information;
 - (iii) Project-related assessments;
 - (iv) Your declarations regarding 'fit and proper person' criteria (as required by CER).

12.2 ACCURACY AND RESPONSIBILITY

- (a) You acknowledge that the information submitted to the CER must be complete and accurate, and that we do not guarantee that use of our Platform satisfies all regulatory or project eligibility requirements.
- (b) It remains your responsibility to ensure you meet all necessary criteria and documentation obligations required by the CER for a project registration.

12.3 DATA HANDLING AND PRIVACY COMPLIANCE

- (a) Any personal or project information shared with the CER will be done in accordance with our Privacy Policy and the *Privacy Act 1988 (Cth)*.
- (b) We will only disclose data to the CER on a case-by-case basis, where you have:
 - (i) Initiated a registration request; and
 - (ii) Provided consent via the Platform's submission workflow.



- (c) No data will be shared with the CER or any third-party government agency unless explicitly authorised by you.

13 CONFIDENTIALITY

- (a) Except as contemplated by these Terms, each party must keep confidential and must not use or disclose to any person any Confidential Information disclosed by the other party, except to the extent necessary to perform or receive the Services, exercise rights under these Terms, or as permitted by this clause.
- (b) A party may disclose the other party's Confidential Information to its Personnel, Related Bodies Corporate, professional advisers, insurers, financiers, contractors and service providers on a need-to-know basis, provided that the recipient is subject to obligations of confidence no less protective than those in these Terms.
- (c) A party may disclose Confidential Information to the extent required by law, court order, stock exchange rule or regulator, provided that, where legally permitted, it gives the other party prior notice and reasonable assistance in relation to that disclosure.
- (d) Each party must promptly notify the other party if it becomes aware of any actual or suspected unauthorised access to, use of or disclosure of the other party's Confidential Information.
- (e) On termination of these Terms or an Engagement, each party must, on request, return or destroy the other party's Confidential Information, except to the extent retention is required by law, for insurance, compliance, audit, evidentiary or backup purposes.
- (f) This clause survives termination of these Terms and continues for 5 years after the end of the relevant Engagement or subscription period, except in respect of trade secrets and information that remains confidential in nature, for which the obligations continue for so long as that information remains confidential.

14 CONFLICTS OF INTEREST

- (a) You acknowledge that we may provide services to other clients, counterparties, landholders, project participants, investors, advisers or stakeholders operating in the environmental, restoration, carbon, land management or related sectors.
- (b) If we become aware of a conflict of interest that we reasonably consider to be material to an Engagement, we will disclose that conflict to you as soon as reasonably practicable, to the extent legally permitted.
- (c) We may implement reasonable measures to manage any conflict of interest, including information barriers, modified scope arrangements or personnel changes.
- (d) If we reasonably determine that a conflict of interest cannot be appropriately managed, we may suspend or terminate the affected Engagement on written notice.

15 PRIVACY

- (a) We collect personal information about you in the course of providing you with the Services, to contact and communicate with you, to respond to your enquiries and for other purposes set out in our Privacy Policy which can be found at <https://www.grovia.earth/privacy-policy>.
- (b) Our Privacy Policy contains more information about how we use, disclose and store your personal information and details how you can access and correct your personal information.
- (c) By agreeing to these Terms, you agree to our handling of personal information in accordance with our Privacy Policy.



16 RECORD RETENTION

- (a) We may retain records relating to the Services, including instructions, assumptions, correspondence, source materials, draft and final Deliverables, model outputs, audit logs and other project records, for legal, compliance, insurance, audit, evidentiary, quality assurance and service improvement purposes.
- (b) You acknowledge that projects in the environmental and carbon sectors may require long-term record retention for audit, verification, compliance and regulatory purposes, including in connection with the Clean Energy Regulator.
- (c) Unless expressly agreed otherwise in writing, you remain responsible for maintaining your own complete records of source data, approvals, submissions, decisions and regulatory materials.

17 INSURANCE

- (a) We maintain professional indemnity insurance with a minimum cover of \$10,000,000 and public liability insurance with a minimum cover of \$20,000,000, in each case subject to the terms, conditions, exclusions and limits of the applicable policies.
- (b) Nothing in these Terms limits any exclusion or limitation of liability otherwise available to us, and no insurance policy is to be taken as extending our liability beyond that expressly assumed under these Terms.

18 LIABILITY & DISCLAIMERS

18.1 DISCLAIMERS

- (a) **No Financial, Legal, or Environmental Advice:**
 - (i) The User acknowledges and agrees that any information, projections, reports, estimates, recommendations or Deliverables provided through or in connection with the Services, including the Solution — including but not limited to carbon yield forecasts, land assessment outputs, and financial scenario modelling — are provided for general informational purposes only and do not constitute legal, financial, investment, environmental, or other professional advice.
 - (ii) We make no representations or warranties that the use of the Services or reliance on its outputs, reports, recommendations or Deliverables will result in project approval, financial return, or regulatory compliance.
- (b) **Yield and Risk Estimates Are Indicative:**
 - (i) Carbon yield forecasts, financial returns, and risk assessments generated through the Solution or otherwise produced as part of the Services are based on publicly available data, proprietary algorithms, and standardised modelling tools. These are estimates only, and actual project outcomes may differ due to a wide range of environmental, regulatory, and market variables.
 - (ii) We disclaim all liability for any reliance placed on such projections by the User or any third party.



(c) **No Guarantees or Warranties:**

We do not guarantee the accuracy, completeness, or fitness for a particular purpose of any data, reports, or forecasts generated by the Solution or otherwise produced as part of the Services.

(d) **User Acknowledgement:**

The User acknowledges that they are solely responsible for conducting their own due diligence and obtaining independent advice before relying on any output, report, recommendation or Deliverable provided through or in connection with the Services to make land use, environmental, financial, or business decisions.

18.2 WARRANTIES AND LIMITATIONS

(a) **(Warranties)** We warrant that:

- (i) during the Subscription Period, the Platform will perform substantially in accordance with the Documentation;
- (ii) during the Subscription Period, the Platform access components of the Solution will be provided as described to you in, and subject to, these Terms; and
- (iii) to our knowledge, the use of the Platform in accordance with these Terms will not infringe the Intellectual Property Rights of any third party.

(b) **(Errors)** We will correct any errors, bugs or defects in the Platform which arise during your Subscription to the extent reasonably possible and which are notified to us by you, unless the errors, bugs or defects:

- (i) result from the interaction of the Platform with any other solution or computer hardware, Platform or services not approved in writing by us;
- (ii) result from any misuse of the Platform; or
- (iii) result from the use of the Platform by you other than in accordance with these Terms or the Documentation.

(c) **(Service Limitations)** While we will use our best endeavours to ensure the Platform is working for its intended purpose, you acknowledge and agree that from time to time, you may encounter the following issues:

- (i) the Platform may have errors or defects;
- (ii) the Platform may not be accessible at times;
- (iii) messages sent through the Solution may not be delivered promptly, or delivered at all;
- (iv) information you receive or supply through the Platform may not be secure or confidential; or
- (v) any information provided through the Platform may not be accurate or true.

(d) **(Exclusion)** To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in these Terms are excluded.

(e) **(Consumer law)** Nothing in these Terms is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services provided.



18.3 LIABILITY

- (a) To the maximum extent permitted by law, we exclude all liability for:
 - (i) Any loss or damage arising out of or in connection with the use of any reports, forecasts, recommendations, Deliverables or other outputs provided through or in connection with the Services;
 - (ii) Any decision made or action taken based on data, reports, forecasts, recommendations, Deliverables or other outputs generated through or in connection with the Services;
 - (iii) Loss of anticipated savings, opportunity, profit, or revenue;
 - (iv) Any refusal, delay, or failure by any regulator (including the Clean Energy Regulator) to register, approve or certify any project or activity based on outputs generated through or in connection with the Services.
- (b) To the maximum extent permitted by law and subject to clause 18.3(c), the total aggregate liability of each party in connection with these Terms, the Services or any Engagement is limited:
 - (i) for claims arising from or in connection with a Platform subscription, to the total subscription Fees paid by you to us in the 12 months preceding the event giving rise to the relevant liability; and
 - (ii) for claims arising from or in connection with Advisory Services, to the total Fees paid or payable by you to us for the specific Engagement giving rise to the relevant liability.
- (c) Clause 18.3(b) does not apply to:
 - (i) your liability for unpaid Fees;
 - (ii) your breach of clause 7, clause 10, or any third party Intellectual Property Rights;
 - (iii) either party's fraud, wilful misconduct or criminal conduct;
 - (iv) either party's breach of clause 13 (Confidentiality); or
 - (v) any liability that cannot lawfully be excluded or limited.

18.4 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with these Terms or any goods or services provided by us, except:

- (a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
- (b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).



19 UPGRADE AND DOWNGRADES

- (a) You may notify us that you would like to upgrade or downgrade your Subscription Tier or the Number of Solution Users at any time. If you do, we will:
 - (i) take reasonable steps to promptly provide you with access to the new Subscription Tier or the additional Number of Solution Users; and
 - (ii) upon providing such access, apply the new, relevant Subscription Fees, to the Renewal Period immediately following the period in which your access to the new Subscription Tier was provided, and you will be charged at the new Subscription Fee in every subsequent Renewal Period.
- (b) If you choose to downgrade your Subscription or Number of Solution Users, access to the new Subscription Tier or Number of Solutions and the new Subscription Fees will kick in at the start of the next Renewal Period, unless we notify you otherwise. We generally do not pro-rate downgrades in between Renewal Periods, however we reserve the right to from time to time.
- (c) If you choose to downgrade your Subscription, you acknowledge and agree we are not liable, and you release us from all claims in relation to, any loss of content, features, or capacity, including any User Data.

20 RELATIONSHIP OF THE PARTIES

Nothing in these Terms creates a partnership, joint venture, employment, fiduciary, agency or trust relationship between the parties. Each party is an independent contractor and does not have authority to bind the other party except as expressly stated in writing.

21 CANCELLATION

21.1 CANCELLATION AT ANY TIME

Either party may terminate a Platform subscription for convenience by giving 10 Business Days' written notice, unless otherwise specified in the applicable Subscription Tier or other written agreement. Either party may terminate an Engagement for Advisory Services for convenience only if the applicable Engagement expressly permits it or the parties otherwise agree in writing.

21.2 CANCELLATION FOR BREACH

- (a) Either party may terminate a Platform subscription, terminate an Engagement, or otherwise terminate all or part of the Services immediately by written notice if there has been a Breach of these Terms.
- (b) A "**Breach**" of these Terms means:
 - (i) a party (**Notifying Party**) considers the other party (or any of its Personnel or Users) is in breach of these Terms and notifies the other party;
 - (ii) the other party is given ten (10) Business Days to rectify the breach; and
 - (iii) the breach has not been rectified within ten (10) Business Days or another period agreed between the parties in writing.

21.3 EFFECT OF TERMINATION

Upon termination of this agreement:

- (a) you will no longer have access to the Platform, your Account or your User Data and we will have no responsibility to store or otherwise retain any User Data (and you release us in respect of any loss or damage which may arise out of us not retaining any User Data beyond that point);



- (b) unless agreed in writing, any Subscription Fees that would otherwise have been payable after termination for the remainder of the relevant Renewal Period will remain payable and, to the maximum extent permitted by law, no Subscription Fees already paid will be refundable; and
- (c) each party must comply with all obligations that are by their nature intended to survive the end of this agreement, including without limitation, obligations and rights in relation to limitation of liability, Intellectual Property Rights, payment of outstanding Fees and Confidential Information.
- (d) If an Engagement for Advisory Services is terminated, you must pay:
 - (i) all Fees incurred or accrued up to the effective termination date;
 - (ii) any non-cancellable third party costs or commitments incurred by us in connection with that Engagement; and
 - (iii) if the Engagement is terminated by you for convenience after work has commenced, any reasonable demobilisation, handover and close-out costs.

22 DISPUTE RESOLUTION

- (a) A party claiming that a dispute has arisen under or in connection with this agreement must not commence court proceedings arising from or relating to the dispute, other than a claim for urgent interlocutory relief, unless that party has complied with the requirements of this clause.
- (b) A party that requires resolution of a dispute which arises under or in connection with this agreement must give the other party or parties to the dispute written notice containing reasonable details of the dispute and requiring its resolution under this clause.
- (c) Once the dispute notice has been given, each party to the dispute must then use its best efforts to resolve the dispute in good faith. If the dispute is not resolved within a period of 14 days (or such other period as agreed by the parties in writing) after the date of the notice, any party to the dispute may take legal proceedings to resolve the dispute.

23 FORCE MAJEURE

- (a) We will not be liable for any delay or failure to perform its obligations under this agreement if such delay or failure arises out of a Force Majeure Event.
- (b) If a Force Majeure Event occurs, we must use reasonable endeavours to notify you of:
 - (i) reasonable details of the Force Majeure Event; and
 - (ii) so far as is known, the probable extent to which We will be unable to perform or be delayed in performing its obligations under this agreement.
- (c) Subject to compliance with clause 23(b), our relevant obligation will be suspended during the Force Majeure Event to the extent that it is affected by the Force Majeure Event.
- (d) For the purposes of this agreement, a 'Force Majeure Event' means any:
 - (i) act of God, lightning strike, meteor strike, earthquake, storm, flood, landslide, explosion or fire;
 - (ii) strikes or other industrial action outside of the control of us;
 - (iii) war, terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic, pandemic; or
 - (iv) any decision of a government authority in relation to COVID-19, or any threat of COVID-19 beyond the reasonable control of us, to the extent it affects our ability to perform our obligations.



24 NOTICES

- (a) A notice or other communication to a party under these Terms must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in the Order, or if no email address is specified in the Order, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party's Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.

25 GENERAL

25.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

25.2 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

25.3 SEVERANCE

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

25.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

25.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

25.6 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of this agreement.



25.7 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$; or “dollar” is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to “person” or “you” includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(this agreement)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision.



DEFINITIONS

Term	Definition
Advisory Services	has the meaning given in the first paragraph of these Terms.
Background IP	means our methodologies, templates, processes, frameworks, tools, software, code, models, systems, know-how, analytics methods, training materials and all other materials created, developed or owned by us independently of the relevant Engagement or used by us in performing the Services, as referred to in clause 10.2(a).
Change Request	means a request for a change to an Engagement, including a change to the scope, assumptions, Deliverables, timing, dependencies or Fees, as referred to in clause 4.7(a).
Client Material	means all information, datasets, maps, files, instructions and other material you provide to us for the purpose of receiving the Services, as referred to in clause 7.2(a).
Confidential Information	means information of or provided by a party that is by its nature, confidential information, is designated by that party as confidential, or that the other party knows or ought to know is confidential, but does not include information, which is or becomes, without a breach of confidentiality, public knowledge. This includes, but is not limited to: • In the case of grovia: proprietary Platform, algorithms, data models, product plans, pricing, reports, system architecture, and intellectual property. • In the case of the User: land data, project inputs, feasibility assessments, carbon yield projections, scenario modelling outputs, strategic documents, and any commercial, operational, or financial information uploaded to or generated via the Platform.
Deliverables	means any reports, assessments, models, recommendations, plans, maps, memoranda, data outputs or other work product to be provided by us under an Engagement, as referred to in clause 4.6(a).
Documentation	means all manuals, help files and other documents supplied by us to you relating to the Platform, whether in electronic or hardcopy form.
Engagement	means a proposal, quote, statement of work, order form, engagement letter, email acceptance or other written document agreed between the parties which sets out the scope, assumptions, dependencies, deliverables, timeframes and fees for Advisory Services, as referred to in clause 4.1(c).
Fees	means the fees specified in the applicable Subscription Tier, Engagement, proposal, order form, statement of work, quote or other written agreement, as referred to in clause 8.2(a).
Hosting Services	has the meaning given in clause 6.



Term	Definition
Intellectual Property Rights	means any and all present and future intellectual and industrial property rights throughout the world (whether registered or unregistered), including copyright, trademarks, designs, patents, moral rights, semiconductor and circuit layout rights, trade, business, company and domain names, and other proprietary rights, trade secrets, know-how, technical data, confidential information and the right to have information kept confidential, or any rights to registration of such rights (including renewal), whether created before or after the date of this agreement.
Material	means tangible and intangible information, documents, reports, Platform (including source and object code), inventions, data and other materials in any media whatsoever.
Number of Solution Users	means the number of Users that you may make the Solution available to, in accordance with your Subscription Tier.
Personnel	means, in respect of a party, its officers, employees, contractors (including subcontractors) and agents.
Platform	has the meaning given in the first paragraph of these Terms.
Platform Content	has the meaning set out in clause 10.1(a).
Services	has the meaning given in the first paragraph of these Terms.
Solution	has the meaning set out in clause 4.1.
Subscription	means a subscription-based access arrangement for the Platform under a Subscription Tier or other written agreement.
Subscription Fees	means the Fees payable for a subscription-based access arrangement for the Platform, where applicable.
Subscription Period	means the period of your Subscription to the Platform as agreed on the Website, in the applicable Subscription Tier, or in any other written agreement between the parties.
Subscription Tier	has the meaning given in the first paragraph and clause 5 of these Terms.
Support Services	has the meaning given in clause 4.5.
User	means you and any third party end user of the Platform who you make the Platform available to.
User Data	means any files, data, document, information or any other Materials, which is uploaded to the Platform by you or any other User or which you, your Personnel or Users otherwise provide to us under or in connection with these Terms, including any Intellectual Property Rights attaching to those materials.
Website	means the website at the URL set out in the first paragraph of these Terms, and any other website operated by us in connection with the Solution or Services.