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AGLIVE Terms & Conditions

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# AGLIVE

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WEBSITE AND PLATFORM TERMS OF USE

## Terms & Conditions

*The terms on which you may use the Aglive website, web portal and platform*

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*Published by the Aglive group*

### **CONTRACTING ENTITY**

These Terms are published by Aglive Australia Pty Ltd (ABN 19 672 464 756) and its group companies, including Aglive LLC (United States). The Aglive entity that provides a particular service to you is identified in clause 1.

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## 1. About these Terms

These Terms & Conditions (the **Terms**) govern your access to and use of the Aglive website at [aglive.com](https://aglive.com), the Aglive web portal at [next.aglive.com](https://next.aglive.com), the Aglive mobile and desktop applications, and the Aglive platform and related products and services (together, the **Aglive Services**). They apply to every visitor and user.

“**Aglive**”, “**we**”, “**us**” or “**our**” means the Aglive group company that provides the relevant Aglive Service: Aglive Australia Pty Ltd (ABN 19 672 464 756) for Australia and most other countries, including the United Kingdom and the European Union; and Aglive LLC for North America. “**You**” means the visitor or user.

**Acceptance.** By accessing or using any Aglive Service, or by selecting “Accept”, you agree to be bound by these Terms and by our Privacy Policy. If you do not agree to them, you must not use the Aglive Services. If you accept on behalf of an organisation, you confirm that you are authorised to bind it.

## 2. These Terms and the Platform Agreement

These Terms set the baseline rules for using the Aglive Services. If you (or your organisation) have entered into an Aglive Platform Agreement, an order, a licence or another written agreement with Aglive (a **Platform Agreement**), that agreement governs your subscription, data, fees, intellectual property and liability, and prevails over these Terms to the extent of any inconsistency on the matters it covers. These Terms continue to apply to your general use of the website, web portal and applications.

## 3. Eligibility, accounts and security

To use certain parts of the Aglive Services, you must register for an account. You must be at least 18 years old, or a legal entity acting through an authorised person, and you must provide accurate, complete and current information and keep it up to date. You are responsible for all activity carried out under your account, and for keeping your login credentials secure and confidential. You must not share your credentials or permit any other person to use your account, and you must notify Aglive promptly of any actual or suspected unauthorised access. Aglive is not responsible for any loss arising from your failure to keep your credentials secure, and may suspend or deny access where credentials are not kept secure or where these Terms are breached.

## 4. Permitted use and acceptable use

Subject to these Terms and to any Platform Agreement, Aglive grants you a personal, revocable, non-exclusive, non-transferable and non-sublicensable right to access and use the Aglive Services for your own lawful business purposes. You must not, and must not permit any other person to:

- (a) copy, modify, adapt, translate or create derivative works of any Aglive Service, or disassemble, decompile or reverse engineer it, or attempt to access its source code, structure, configuration logic or data models, except to the limited extent that this cannot lawfully be restricted;
- (b) rent, lease, sub-license, resell, distribute or otherwise make any Aglive Service available to a third party other than an authorised user;

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- (c) use any Aglive Service to build or assist in building a competing product or service, or to benchmark it for that purpose;
- (d) use any bot, scraper, crawler or automated means to access, copy or harvest data from the Aglive Services, except through Aglive's APIs as authorised;
- (e) introduce malicious code, attempt to gain unauthorised access, or interfere with or compromise the security, integrity, availability or performance of the Aglive Services, or the use of the Aglive Services by others;
- (f) upload or transmit content that is unlawful, infringing, misleading, defamatory, harmful or objectionable, or that you do not have the right to provide; or
- (g) use any Aglive Service unlawfully or fraudulently, or in breach of any applicable law (including privacy, biosecurity, animal-welfare, export-control and sanctions laws), or to infringe the rights of any person.

## 5. Your content and public Passport pages

You retain ownership of the data and content you submit to the Aglive Services. You grant Aglive the rights it needs to host, process and display that content in order to provide the Aglive Services, as set out in your Platform Agreement and our Privacy Policy. You are responsible for the accuracy, completeness and lawfulness of the content you submit, and for ensuring that you have the rights and consents necessary to submit it.

Some Aglive products publish a consumer-facing page (for example, a Digital Product Passport or Digital Livestock Passport) that is reachable by QR code or link and presents a curated, verified subset of the underlying records. You are responsible for the claims and information presented through your Passport implementations. The full validated record sits behind the public view, in the enterprise platform.

## 6. Intellectual property and trade marks

The Aglive Services, including the Aglive Core platform, Aglive LTRS, the Aglive Passport products, Aglive's blockchain and distributed-ledger technology, infrastructure and methodology, and all software, content, design, interfaces and documentation, together with the methods and know-how they embody, are owned by or licensed to Aglive and are protected by intellectual-property laws. Except for the limited right to use the Aglive Services granted to you, no rights are transferred to you. "Aglive", "Aglive Passport", "Aglive Core", "Aglive LTRS", the Aglive logo and related names are trade marks of Aglive, and you must not use them without Aglive's prior written consent. You must not remove or obscure any proprietary, copyright or confidentiality notice.

## 7. Third-party links, integrations and offerings

The Aglive Services may link to, integrate with, or make available third-party websites, systems, data and offerings (for example, national systems such as NLIS and eNVD, and providers such as GS1, Cibolabs and Informed365). Aglive does not control, and is not responsible for, any third-party offering, each of which is governed by the relevant third party's own terms. You access and rely on those offerings at your own risk, and must comply with their terms.

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### **8. Hardware and devices**

Where you purchase Aglive hardware or devices (for example, LTRS cameras, RFID readers, servers or related equipment), the supply, risk, title, warranty and use of that hardware are governed by your Platform Agreement or order and by the applicable manufacturer terms and warranties. You must use the hardware only to access the Aglive Services, and in accordance with the relevant instructions and applicable laws.

### **9. Disclaimers and consumer law**

To the extent permitted by law, the Aglive Services are provided on an “as is” and “as available” basis, and Aglive excludes all conditions, warranties and guarantees other than those expressly stated. Aglive does not warrant that the Aglive Services will be accurate, complete, reliable, secure, continuous, error-free or fit for your particular purpose, or that any output, declaration or compliance result will meet any legal or market requirement. You remain responsible for your own regulatory compliance, and for verifying any output before relying on it or submitting it.

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy that cannot be excluded under the Australian Consumer Law or under other applicable consumer-protection law. Where a non-excludable guarantee applies and may be limited, Aglive’s liability is limited, at its option: in the case of goods, to the replacement or repair of the goods or the cost of doing so; and, in the case of services, to the resupply of the services or the cost of doing so.

### **10. Limitation of liability**

To the extent permitted by law, and subject to clause 9 and to any Platform Agreement: Aglive is not liable for any indirect or consequential loss, or for any loss of profit, revenue, data, goodwill or business; and Aglive’s total liability arising out of or in connection with your use of the Aglive Services (where that use is not governed by a Platform Agreement) is limited to AUD \$100 or, if you have paid fees for the relevant Aglive Service, to the fees you paid in the 12 months before the event giving rise to the liability. These limitations apply whether the liability arises in contract, in tort (including negligence), under statute or otherwise.

### **11. Indemnity**

To the extent permitted by law, you indemnify Aglive and its officers, employees and agents against any loss, damage, liability and cost (including reasonable legal costs) arising out of your breach of these Terms, your use of the Aglive Services other than as permitted, any content you submit, or your communications with Aglive.

### **12. Privacy and cookies**

Your use of the Aglive Services is subject to the Aglive Privacy Policy, which explains how we collect, use, disclose and protect personal information, how we use cookies and similar technologies, and the rights available to you. Please review it. If there is any inconsistency between these Terms and the Privacy Policy on the handling of personal information, the Privacy Policy prevails.

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### 13. Suspension and termination of access

Aglive may suspend, limit or terminate your access to the Aglive Services, or to any part of them, at any time where you breach these Terms or any Platform Agreement, where necessary to protect the security or integrity of the Aglive Services, or as otherwise permitted by a Platform Agreement. On termination, you must stop using the Aglive Services. The clauses relating to intellectual property, disclaimers, liability, indemnity, privacy and governing law survive termination.

### 14. Changes to these Terms and the Aglive Services

Aglive may update these Terms from time to time, including to reflect changes to the Aglive Services, to technology or to the law. We will post the updated Terms on the website with a new effective date. Your continued use of the Aglive Services after the updated Terms take effect constitutes acceptance of them. Aglive may also change, suspend or discontinue all or part of the Aglive Services; where this materially and adversely affects a paid subscription, the relevant Platform Agreement governs your remedies.

### 15. General and governing law

These Terms, together with any Platform Agreement and the Privacy Policy, constitute the entire agreement between you and Aglive on their subject matter. If a provision is invalid or unenforceable in a jurisdiction, it is severed in that jurisdiction only, and the remaining provisions continue in force. No failure or delay by Aglive in exercising a right operates as a waiver of it. You must not assign these Terms without Aglive's consent; Aglive may assign them to an affiliate, or in connection with a sale of its business.

These Terms are governed by the laws of, and you submit to the non-exclusive jurisdiction of the courts of:

- (a) the State in which Aglive LLC is organised, in the United States, if you are in North America or Latin America; and
- (b) the State of Victoria, Australia, if you are in any other jurisdiction, including the United Kingdom and the European Union.

### 16. Contact

Questions about these Terms may be sent to Aglive at the contact details published at [aglive.com](https://aglive.com), or by email to [legal@aglive.com](mailto:legal@aglive.com).

#### END OF TERMS

These Terms are effective from January 2026 and apply to all access to and use of the Aglive Services. We may update them from time to time, as described in clause 14.