

Effective Date: 21/11/2023

1. Interpretation

"Farm Data" as defined in section 2 of this Policy.

"We", "us" and "our" means Farmbot Australia Pty Ltd (ACN 168 531 940) 15b/390 Eastern Valley Way, Roseville NSW, 2069.

"You" or "your" means the person or we that creates an account for use of the Services. Support: 02 9901 4798

If you provide Farm Data to us you consent to collecting, holding, using, and disclosing your Farm Data in accordance with this Farm Data Policy.

1. Farm Data we collect

When using our products or services you have the ability to share the following types of data with us:

- (a) **Location Data.** This includes the location of the farm, farm boundaries and the location of Farmbot monitors and sensors installed on the farm.
- (b) **Sensor Data.** This includes monitoring data and activity data from Farmbot sensors and other equipment installed on the farm.
- (c) **Climate and Weather Data.** This includes precipitation, wind speed and direction, temperature, and other weather information.
- (d) **Alert Data.** This includes alert levels as set by you for your sensors, history of all alerts triggered by the platform and alert preferences for users who have access to your farm data.

These categories are illustrative but not exhaustive of the types of information we may collect from you. Collectively, this information is referred to as your "Farm Data" in this Policy.

Some types of Farm Data may link to personal information, such as your name, address, or email address. Protection of personal information is addressed in our Privacy Policy and subject to applicable privacy laws and regulations.

2. Purpose and use for collection

When you provide us with Farm Data we will use it for the following purposes:

- (a) **Provision of product and services:** We use Farm Data to deliver personalised agritech solutions, improving farming practices, optimising crop management and enhance overall agricultural productivity.
- (b) **Research and development:** we may anonymise and aggregate your Farm Data with other customers to create aggregated datasets (**Aggregated Data**) for research and development purposes to improve our existing products and services and develop new innovative solutions. Aggregated Data does not contain your personal information (as defined in our Privacy Policy). Aggregated Data that is made accessible to you or our other customers provided in datasets that are large enough to prevent identification of you. Aggregated Data sharing is the default setting for our products and services, however, you have the option to "opt out" of Aggregated Data sharing at any time. Aggregated Data sets created prior to your opting out cannot be deleted. If you opt out, you may lose some functions of our products and services. Aggregated Data can be used by the us for any lawful purpose.
- (c) **Compliance with other legal obligations:** we may use Farm Data to comply with relevant legal and other regulatory requirements.

3. Your Ownership of Farm Data

We believe that you are the owner of Farm Data We believe that ownership of **Farm Data** should give you the right to share, download, and delete your Farm Data

4. Your Responsibilities

You will not allow any unauthorised person to access your login information, password, account or Farm Data. You are responsible for any loss of data or other damage that occurs to us and other users of our products and services as a result of any unauthorised access with your account. If your account with us terminates, or we will assume you have abandoned all ownership claims. Once abandoned, we may delete your Farm Data or anonymise and aggregate your Farm Data according to this policy

5. Licence granted for internal use

In order to deliver our products and services, you grant us a limited license to use your Farm Data as provided in this paragraph. You give your consent to us to: (1) clean your Farm Data by removing perceived errors and omissions; (2) store your Farm Data on servers owned or leased by us or in cloud services we use (3) share your Farm Data with others as authorised by you; and (4) use your Farm Data to provide our products and services to you.

6. Data sharing with third parties

We do not sell or share Farm Data with third parties for their commercial purposes without your explicit consent. In some cases, we may engage third-party service providers to assist us in delivering our products and services, and they may have access to Farm Data on a need-to-know basis. In such instances, we ensure that these third-party providers are contractually bound to protect Farm Data in accordance with this Policy.

7. Data protection and security

We take data protection and security seriously and implement reasonable technical and organizational measures to safeguard the confidentiality, integrity, and availability of the Farm Data we collect. Measures we take include:

- (a) **Access controls:** restricting access to Farm Data to authorised personnel only and implementing role-based access controls.
- (b) **Data encryption:** encrypting sensitive data in transit and at rest to prevent unauthorized access.
- (c) **Data anonymisation:** anonymising and aggregating data to ensure individual farming customers cannot be identified.
- (d) **Regular auditing:** conducting regular security audits to identify and address potential vulnerabilities.
- (e) **Data storage:** storing Farm Data on cloud platforms with appropriate access controls and physical security measures, in Sydney, Australia.
- (f) **Data retention:** retaining Farm Data for the duration necessary to fulfil the purposes for which it was collected and applying with applicable laws and regulations.

8. Data breach notification

In the event of a data breach that compromises the security and privacy of Farm Data, we will take immediate action to mitigate the impact and notify you, if you have been impacted.

9. Portability

You can download your Farm Data at any time from the platform or our APIs if you maintain an active account with us. In some circumstances, your Farm Data may not be retrievable in its original format.

10. Deletion

You may delete your Farm Data at any time you have an active account and for ninety (90) days after termination of your account. Additional time can be requested if needed. Requests to delete your Farm Data after your account terminates may be made by email request to privacy@farmbot.com.au. Deletion of Farm Data will not cause any Aggregated Data to be deleted.

11. Sale of company

In the event our company is sold or acquired by another company (meaning at least 51% ownership interest is transferred in a single calendar year), you will be notified and have the option of deleting your Farm Data for at least ninety (90) days after the transfer.

12. Contact Information

If you have any queries or concerns regarding this Policy or management of your Farm Data, please contact us at:

Privacy Officer

Address: 15b/390 Eastern Valley Way, Roseville NSW, 2069

Email: privacy@farmbot.com.au

Phone: 02 9030 4760

13. Policy updates

This Farm Data Use Policy will be reviewed periodically to ensure that it reflects our current practices. Any updates to this policy will be communicated to our farming customers through appropriate channels.