

# Terms of Use:

## Agrilogiq Technical Systems (Pty) Ltd

### 1. Acceptance of Terms

By accessing or using the AgriLogiq SaaS platform (“the Service”) and purchasing AgriLogiq hardware, you (“the Client”) agree to be bound by these Terms of Use. These terms govern both your use of our software and the conditions under which our hardware is installed and maintained.

### 2. The Service and Subscription

- **License:** We grant you a non-transferable, non-exclusive license to use the AgriLogiq system for your internal farming operations.
- **Internet Connectivity:** A stable internet connection is the client's sole responsibility. Without it, AgriLogiq cannot guarantee remote support, monitoring, or system diagnostics.
- **Maintenance:** While we strive for 24/7 software availability, we reserve the right to perform scheduled maintenance. Notice will be provided for any significant expected downtime.

### 3. Hardware & Operating Conditions

The AgriLogiq system™ and peripheral equipment must be managed under the following conditions:

- **Environment:** Equipment must be installed in a dust-free environment with manageable ambient temperature and humidity, away from direct sunlight and water.
- **Utilities:** The client must provide a stable power and clean water supply within specified tolerances.
- **Redundancy:** It is the client's responsibility to ensure adequate backup systems are in place (e.g., backup power, secondary water, lightning and surge protection).
- **Voiding Warranty:** Damage caused by deviations from these operating standards, or failure to implement surge protection, will void all warranties.

### 4. Professional Services & Technician Fees

If a local hardware integrator is not available, AgriLogiq may provide technicians at the following rates:

- **Standard Rate:** R 975.00 per hour (1-hour minimum).
- **Assistant Rate:** R 1,200.00 per hour (if required).
- **Travel & Lodging:** Billed at R6.50 per km and accommodation at R1,600 (Single) or R2,400 (with assistant) per night.
- **Site Delays:** Any delays out of AgriLogiq's control will be invoiced at the rates above.

## 5. Warranty & Electrical Compliance

- **Duration:** Manufacturing defects are covered for 1 (one) calendar year from delivery.
- **Carry-In Policy:** All warranties are "carry-in." If a technician is required on-site, the client is responsible for all labor and travel expenses.
- **Handover:** Electrical installations must be handed over to a farm electrician or manager upon completion, or the warranty will not take effect.
- **Exclusions:** Warranty does not cover consumables, general maintenance, or damage caused willfully or accidentally.

## 6. Billing and Payments

- **Subscriptions:** Access to the SaaS platform is billed on a recurring basis.
- **Payment Gateway:** All payments are processed securely via PayStack. AgriLogiq does not store your credit card details.
- **Refund Policy:** (Refer to our separate Refund Policy). Subscription fees are generally non-refundable once the service period has commenced.

## 7. Safety & OHS Act Compliance

In accordance with the OHS Act of 1993, all equipment must be provided with safety guarding. The client is obliged to purchase or provide appropriate safeguarding. Failure to do so makes the client lawfully responsible for any accidents.

## 8. Liability and Indemnity

AgriLogiq shall not be held responsible for:

- Claims of damage to property, loss of production (crops/data), or injury to persons arising from the installation, use, or operation of the machinery.
- Losses incurred due to a lack of backup or redundancy systems.
- Losses arising from lightning strikes or power surges.

## 9. Privacy and Data

Your use of the Service is also governed by our **Privacy Policy**. We process personal data in accordance with **POPIA**. We store your farm data on secure, compliant third-party servers.

## 10. Governing Law

These terms are governed by the laws of the Republic of South Africa. Any disputes will be subject to the jurisdiction of the courts in Cape Town.