

AcreAtlas | KvK 99197081

General Terms & Conditions

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Governing Law: Kingdom of the Netherlands

Contact: info@acreatlas.eu

IMPORTANT NOTICE TO ALL USERS

AcreAtlas is a drone mapping and precision agriculture software platform. It processes drone imagery and generates advisory Spray Maps for use by ground-based spraying machinery. AcreAtlas does not control, operate, or guide any drone or sprayer. You, the User, bear sole responsibility for verifying all Outputs, for what you spray, how your machinery is configured, and whether your operations comply with Applicable Law. Read Section 4 and Section 5 carefully before use.

1. Definitions

“AcreAtlas” means the sole proprietorship trading under the names AcreAtlas / AkkerAtlas, registered with the Dutch Chamber of Commerce under number 99197081, unless and until the relevant agreement is validly transferred to AcreAtlas B.V. with the required consent where applicable.

2. Acceptance of These Terms

By creating an account, accessing, or using any part of the Platform — including importing, viewing, or downloading any Output — you confirm that you have read, understood, and agree to be bound by these Terms, the Privacy Policy, and any supplementary policies referenced herein.

If you use the Platform on behalf of a company, cooperative, or other legal entity, you confirm that you have authority to bind that entity to these Terms. The entity and the individual accepting on its behalf are jointly and severally responsible for compliance.

If you do not agree to these Terms in their entirety, you must not access or use the Platform.

The Platform is intended exclusively for professional, commercial, and agricultural business use. By creating an account or using the Platform, the User represents that it acts in the course of its trade, business, craft, or profession.

3. Platform Description: What AcreAtlas Does and Does Not Do

3.1 What AcreAtlas Provides

AcreAtlas is a precision agriculture software platform. Its core workflow is: (1) the User conducts an aerial survey of their fields using a Survey Drone; (2) the resulting imagery is uploaded to and processed by the Platform; (3) the Platform generates a Spray Map and exports a Prescription File; (4) the User loads the Prescription File into their Ground Sprayer's Precision Agriculture Terminal and applies agricultural inputs variably across the field using conventional ground-based spraying equipment.

Platform services currently include:

- Orthomosaic generation and processing of drone survey imagery
- NDVI, vegetation index, and multispectral imagery analysis
- Spray Map and variable-rate Prescription Map generation
- Prescription File export in ISOXML and other supported formats, for import into compatible Precision Agriculture Terminals on Ground Sprayers
- KRW / WFD 2027 and other regulatory compliance documentation
- Field analytics, yield estimation, and crop health monitoring
- Audit trail and digital record-keeping tools

3.2 What AcreAtlas Does Not Do

AcreAtlas is exclusively a software platform. The following activities fall entirely outside the scope of AcreAtlas's service and responsibility:

- AcreAtlas does not directly control any drone in flight; all flight execution occurs within the DJI Ecosystem and under the control of the Operator. Where AcreAtlas staff acts as the Operator at a customer's request, such drone operation services are provided as a separate engagement from the Platform and are governed by the applicable agreement for that engagement (see Section 10).

- AcreAtlas does not offer any drone spraying capability. All spraying and application of agricultural inputs is performed by ground-based machinery operated by the User, entirely independently of AcreAtlas
- AcreAtlas does not operate, programme, control, or guide any Ground Sprayer, boom sprayer, or other agricultural equipment.
- AcreAtlas does not verify that Prescription Files are correctly imported, interpreted, or executed by any Precision Agriculture Terminal, task controller, or Ground Sprayer.
- AcreAtlas does not prescribe, recommend, validate, or approve the use of any specific Gewasbeschermingsmiddel or other agricultural input.
- AcreAtlas does not check or guarantee the legal compliance of any spray operation, ground-based application, or drone survey flight conducted by the User or Operator.
- AcreAtlas does not provide agronomic consultancy or professional recommendations about application timing, dosing, or product selection.

All Outputs are advisory tools only. They are not certified prescriptions, regulatory approvals, or professional recommendations. Every Output must be independently verified before use.

4. User Responsibilities

You accept the following obligations in full upon accepting these Terms. Where you engage a third-party Operator to conduct survey flights or spray operations on your behalf, you remain responsible for ensuring that Operator complies with all applicable obligations.

4.1 Verification of Outputs Before Use

You are solely responsible for independently verifying all Spray Maps and other Outputs before loading them into any Ground Sprayer or Precision Agriculture Terminal. This includes, without limitation, confirming that:

- Application rates, zones, and field boundaries shown in the Spray Map are accurate, appropriate for your specific field conditions, crop type, and growth stage, and match your ground conditions;
- Buffer zones and exclusion zones are correctly calculated and comply with all applicable environmental and agricultural rules, including the Omgevingswet, the Besluit activiteiten leefomgeving, applicable water authority rules, local environmental plan rules, product label restrictions, and the Wet gewasbeschermingsmiddelen en biociden;
- The product you intend to apply is registered for use on the relevant crop, in the relevant manner, and at the relevant rates under the Wet gewasbeschermingsmiddelen en biociden and applicable EU regulations;
- The Prescription File has been correctly imported by your Precision Agriculture Terminal and that the variable rate prescription is being executed as intended before and during the spray operation;
- All Field Data underlying the Output — including field boundary accuracy, GPS precision, and imagery quality — is accurate and sufficient for the intended use.

AcreAtlas is not liable for consequences arising from your failure to verify Outputs, or from errors in Outputs caused by inaccurate, incomplete, or low-quality Field Data.

4.2 Spraying Responsibility

You bear sole and full responsibility for all agricultural inputs applied to your fields using a Ground Sprayer, including those applied under a Spray Map generated by the Platform. This includes:

- The choice of Gewasbeschermingsmiddel or other agricultural input;
- The application rate, timing, method, and ground-based equipment used;
- Ensuring the product is registered and permitted for the intended use, crop, and field;
- Compliance with all mandatory buffer zones, setback distances, and exclusion areas under Applicable Law;
- Preventing spray drift onto neighbouring land, water bodies, roads, or areas where spray is not permitted, including drift caused by wind at the time of application;
- Compliance with re-entry intervals and worker re-entry requirements after application;
- All consequences — agronomic, environmental, legal, or financial — arising from or in connection with any spray operation.

The Platform does not direct you to apply any specific product. Any product selection or application decision made in connection with a Platform Output is your decision alone.

4.3 Ground Sprayer and Machine Compatibility

You are solely responsible for verifying that the Platform's Prescription Files are compatible with your specific Ground Sprayer, Precision Agriculture Terminal, and field equipment configuration before any field application. In particular:

- AcreAtlas exports Prescription Files in ISOXML and other supported formats. It is your responsibility to verify that your specific Precision Agriculture Terminal brand, model, and software version correctly imports and executes the Prescription File as intended, including variable rate instructions.
- Variable rate application depends on your Ground Sprayer's section control system, GPS guidance accuracy, and in-cab task controller. AcreAtlas does not guarantee compatibility with any specific brand or version of Precision Agriculture Terminal or section control system.
- You are responsible for ensuring that your boom width, nozzle type, nozzle diameter, application speed, and flow rate are calibrated and consistent with the target application rates specified in the Spray Map. Miscalibration will result in under- or over-application of inputs.
- Software updates to your Precision Agriculture Terminal, farm management system, or GPS guidance system may affect how Prescription Files are processed. AcreAtlas does not track or guarantee compatibility with such updates. You must verify compatibility after every relevant equipment update.
- You are responsible for performing all required sprayer calibration checks — including nozzle output, boom pressure, and GPS offset corrections — before each spray season and before applying any Prescription File.

4.4 Survey Drone Operations and the DJI Ecosystem

Survey flights conducted to capture imagery for upload to the Platform are performed entirely within the DJI Ecosystem and are executed and controlled by the Operator. AcreAtlas has no control over, and accepts no responsibility for, any aspect of Survey Drone flight, including but not limited to:

- Flight path execution, including any deviations from a planned survey mission;
- Drone hardware performance, battery status, motor function, or structural integrity;

- GPS signal quality, satellite lock, or RTK accuracy during the survey flight;
- DJI geofencing, no-fly zone enforcement, or Return-to-Home behaviour;
- Obstacle avoidance performance or its limitations;
- Any loss of communication between the remote controller and the drone;
- Image quality, overlap, or altitude consistency during the survey flight — all of which directly affect Orthomosaic and Spray Map quality and are the Operator's responsibility.

The Operator has the duty and the right — and where safety requires it, the obligation — to abort, interrupt, or override any survey mission at any time. Platform data and Outputs do not override the Operator's duty of care.

4.5 Hazard Avoidance During Drone Survey Flights

You and the Operator are solely responsible for ensuring that all survey drone flights are conducted safely, with appropriate clearance maintained from all hazards. This includes without limitation:

- Electricity infrastructure: maintaining safe clearance distances from overhead power lines, pylons, substations, and all other electrical infrastructure;
- People and animals: ensuring that no unaware persons or animals are at risk from the survey drone, and that bystanders are kept at a safe distance;
- Roads and public infrastructure: ensuring that drone operations do not take place over roads, railway lines, or other public infrastructure unless the relevant permissions have been obtained;
- Wind turbines: maintaining safe distances from wind turbines and their associated turbulence zones;
- Structures and buildings: maintaining appropriate clearances from all buildings, structures, and private property.

AcreAtlas Platform data does not automatically identify or account for all hazards present in or near the field. You must conduct your own hazard assessment before every flight.

4.6 Survey Drone Operator Certifications and Registrations

You and the Operator are solely responsible for holding all required registrations, certificates, and authorisations for the survey drone operations used to capture imagery for the Platform. This includes, without limitation:

- Registration with the Inspectie Leefomgeving en Transport (ILT) and compliance with EASA Regulation (EU) 2019/947 and Regulation (EU) 2019/945, including Remote ID requirements;
- Holding the applicable certificate of competency for the operational category under which the survey drone is operated (e.g., A1/A3 online certificate for Open Category, or A2 Certificate of Competency as applicable to your drone and operation);
- Compliance with any operational conditions, limitations, or geographic restrictions applicable to your drone registration or authorisation;
- Maintaining current drone operator insurance and third-party liability insurance appropriate to your operations.

4.7 Ground Sprayer Operator Certifications

The application of crop protection products using a Ground Sprayer is subject to separate legal requirements that are entirely independent of AcreAtlas. You are responsible for ensuring that:

- The person operating the Ground Sprayer holds a valid spuitlicentie (Bewijs van Vakbekwaamheid / BVB) as required under the Wet gewasbeschermingsmiddelen en biociden;
- All spray operations are conducted in compliance with the relevant product labels, application restrictions, and mandatory buffer zone requirements;
- Adequate agricultural and third-party liability insurance is in place for all ground spray operations.

4.8 Wind, Weather, and Environmental Conditions

You are solely responsible for assessing and deciding whether weather conditions are safe and appropriate for survey drone flights and for ground spray operations. AcreAtlas does not provide real-time decision support. You must, at minimum:

- Check wind speed and direction against your drone manufacturer's operational limits before commencing any survey flight;
- Check wind speed, direction, and temperature against the label requirements of the product to be applied and applicable spray drift regulations before commencing any spray operation;
- Avoid spray operations when wind conditions may cause spray drift onto neighbouring land, water, people, or roads;
- Monitor changing weather conditions throughout operations and abort if conditions become unsafe.

4.9 Third-Party Contractors and Shared Access

If you engage a third-party contractor (e.g., a drone survey operator, agronomist, or spray contractor) to conduct operations using Platform Outputs:

- You remain solely responsible for ensuring the contractor complies with all applicable obligations under these Terms;
- You must ensure the contractor holds all required licences, certifications, and insurance for the activities they perform;
- You must obtain explicit written permission from the landowner before conducting any drone or spray operation on third-party land, and must retain evidence of that permission.

AcreAtlas does not grant rights to use the Platform on a commercial bureau-service basis — generating Outputs for multiple third-party clients for commercial gain — without prior written consent.

4.10 Land Access and Landowner Permission

You must have legal right of access to, or written permission from the landowner for, every field on which you conduct drone survey or spray operations. AcreAtlas processes field boundary data but does not verify land ownership or access rights. You are solely responsible for ensuring that:

- You own the land on which operations are conducted, or hold written permission from the landowner to access it and conduct drone survey and spray operations;

- Field boundary data entered into the Platform accurately represents land to which you have legal access;
- Operations on third-party land comply with all legal requirements relating to trespass, privacy, and neighbour relations.

4.11 Compliance Reporting and Record-Keeping

Compliance Reports and other Outputs are provided as an aid to your record-keeping and regulatory compliance processes. They are not certified by AcreAtlas as legally compliant. You are responsible for verifying that any Compliance Report is accurate, complete, and meets the requirements of Applicable Law before submitting it to any regulatory authority, and for maintaining all spray records required by Applicable Law independently of Platform Outputs.

4.12 Field Data Accuracy

The quality of all Outputs depends entirely on the quality of the Field Data and drone imagery you provide. You are solely responsible for the accuracy, completeness, and currency of all Field Data you input. AcreAtlas is not liable for errors in Outputs caused by inaccurate field boundaries, poor-quality or insufficient imagery, GPS drift, or inadequate image overlap during the survey flight.

5. Limitation of Liability

5.1 Advisory Nature of All Outputs

ALL OUTPUTS GENERATED BY THE PLATFORM ARE ADVISORY ONLY. They are based on algorithmic processing of drone imagery and Field Data that may contain errors, gaps, or inherent limitations. AcreAtlas does not warrant that any Output is accurate, complete, fit for a particular purpose, or compliant with any regulatory requirement. You must apply your own professional judgment and seek independent expert advice where appropriate before acting on any Output.

5.2 No Liability for Agricultural and Operational Losses

To the fullest extent permitted by applicable law, and except to the extent directly caused by AcreAtlas's own attributable breach of these Terms, AcreAtlas shall not be liable for any loss, damage, cost, expense, or claim arising from or in connection with the User's reliance on, verification of, implementation of, or failure to independently verify any Output, including without limitation:

- Crop damage, crop loss, yield reduction, or any other agricultural loss resulting from the application of any Spray Map or Prescription File, whether or not such Output contained errors, inaccuracies, or omissions;
- Incorrect application rates, incorrect product selection, incorrect timing, buffer zone errors, or any other inaccuracy in any Output;
- Failure of any Prescription File to be correctly imported, interpreted, or executed by any Precision Agriculture Terminal, task controller, or Ground Sprayer;
- Incompatibility between Platform Outputs and any specific Ground Sprayer make or model, Precision Agriculture Terminal, GPS guidance system, or sprayer configuration;
- Calibration errors in any Ground Sprayer, including nozzle, boom, or flow rate miscalibration;
- Regulatory penalties, fines, enforcement actions, permit suspensions, or loss of licence arising from use of any Output, including Compliance Reports;

- Environmental damage, including damage to water bodies, soil, neighbouring land, protected species, habitats, or other environmental harm;
- Losses arising from spray drift, application to unintended areas, or failure to maintain required buffer zones;
- Survey drone crashes, drone equipment damage, personal injury, or third-party property damage arising from drone survey flights conducted to capture imagery for the Platform;
- Poor Orthomosaic or Spray Map quality resulting from insufficient image overlap, adverse weather, or other survey flight conditions;
- Any decision made in reliance on Platform Outputs without independent professional verification;
- Loss of agricultural subsidy entitlements, cross-compliance penalties, or other regulatory consequences;
- Any claim by a third party arising from your use of the Platform.

5.3 No Liability for DJI Ecosystem

AcreAtlas has no affiliation with DJI. AcreAtlas is not liable for any failure, error, malfunction, update, or limitation of any DJI product, application, firmware, or service used in connection with survey drone operations, including DJI geofencing, obstacle avoidance, Return-to-Home, or flight controller behaviour.

5.4 No Liability for Ground Sprayer or Precision Agriculture Terminal Issues

AcreAtlas is not liable for any failure, error, malfunction, or limitation of any Ground Sprayer, boom sprayer, section control system, GPS guidance system, Precision Agriculture Terminal, or any other ground-based agricultural equipment, whether or not such equipment is used in connection with a Platform Output.

5.5 No Liability for Service Disruption or Data Loss

AcreAtlas is not liable for losses arising from Platform downtime, service interruptions, data loss, or errors in the Platform, except to the extent required by mandatory Applicable Law. The Platform is provided on an 'as is' and 'as available' basis.

5.6 Aggregate Liability Cap

Subject to Section 5.8, AcreAtlas's aggregate liability arising out of or in connection with the Platform, the Outputs, or these Terms shall be limited to the higher of: (a) the fees actually paid by the User to AcreAtlas for the Platform during the twelve (12) months preceding the event giving rise to liability; or (b) EUR 1,800. This limitation applies in aggregate per contract year, regardless of the number of claims or legal grounds.

5.7 No Consequential or Indirect Loss

AcreAtlas shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive loss or damage, including loss of profit, loss of revenue, loss of business, loss of agricultural subsidy, loss of goodwill, or loss of data, even if AcreAtlas has been advised of the possibility of such losses.

5.8 Exceptions

Nothing in these Terms limits or excludes AcreAtlas's liability for: (a) death or personal injury caused by AcreAtlas's own gross negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited under mandatory Applicable Law. Nothing in these Terms excludes or limits liability to the extent such exclusion or limitation is

not permitted under mandatory Dutch law, including liability for intent or deliberate recklessness of AcreAtlas's management.

6. Data Ownership and Privacy

6.1 Your Data Belongs to You

You retain full ownership of all Field Data you upload to or generate through the Platform. AcreAtlas does not claim ownership of your Field Data and will not sell, license, or commercialise your identifiable Field Data to third parties without your explicit prior written consent.

6.2 Licence to Process

By using the Platform, you grant AcreAtlas: (a) a limited, non-exclusive, royalty-free right to access and process your Field Data solely for the purpose of providing the Platform services to you; and (b) a limited right to use anonymised, aggregated Field Data (processed strictly in accordance with Section 3B of the Privacy Policy, including GPS stripping and boundary cropping) for the purpose of training and improving machine learning models that underpin the Platform. Use under (b) is subject to your right to opt out at any time as described in Section 3B.4 of the Privacy Policy, and does not extend to any data that can reasonably identify you or your farm. Both licences terminate upon closure of your account, subject to Section 6.4.

6.3 GDPR and Data Processing

AcreAtlas processes personal data included in Field Data in accordance with GDPR and applicable Dutch data protection law. Our Privacy Policy sets out full details. Where required by GDPR Article 28, AcreAtlas will enter into a Data Processing Agreement with you.

6.4 Data Retention and Deletion

Upon account termination, AcreAtlas will, upon written request, delete or return your Field Data within 30 days. Where return is requested, AcreAtlas will provide your Field Data in standard, machine-readable formats appropriate to the data type, including: orthomosaics and imagery as PNG or GeoTIFF; prescription / variable-rate maps as ISOXML or ESRI Shapefile (.SHP); field boundaries as KML; and tabular records (e.g., spray logs, account data) as CSV. AcreAtlas may retain aggregated, anonymised data for service improvement purposes.

6.5 Security

AcreAtlas implements appropriate technical and organisational measures to protect Field Data against unauthorised access, loss, or alteration. In the event of a personal data breach, AcreAtlas will notify you without undue delay as required by Applicable Law.

7. Intellectual Property

7.1 Ownership

All software, algorithms, models, machine learning components, interfaces, data structures, and documentation comprising the Platform — excluding your Field Data — are the exclusive intellectual property of AcreAtlas or its licensors, and are protected by copyright, trade secret, and other applicable intellectual property law. All rights not expressly granted to you under these Terms are reserved by AcreAtlas.

7.2 Licence Grant

These Terms grant you a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Platform solely for your own internal agricultural operations in accordance with these Terms. No other rights are granted.

7.3 Restrictions

You may not, and may not permit any third party to: (a) reverse engineer, decompile, disassemble, or attempt to derive the source code, algorithms, or underlying structure of any part of the Platform; (b) copy, modify, adapt, translate, or create derivative works of the Platform or its Outputs beyond what is necessary for your permitted use; (c) use any automated means (including scraping, crawling, or data harvesting tools) to access, extract, or index data from the Platform without AcreAtlas's prior written consent; (d) use the Platform or any Output to develop, train, or improve any competing product or service; (e) remove, alter, or obscure any intellectual property notices, branding, or watermarks on the Platform or its Outputs; or (f) sub-licence, sell, resell, transfer, or otherwise make the Platform available to third parties without AcreAtlas's prior written consent.

7.4 Trademarks

The names "AcreAtlas", "AkkerAtlas", "AcreAtlas", and associated logos are trademarks or trade names of AcreAtlas. Nothing in these Terms grants you any right to use them.

7.5 Feedback

If you provide suggestions, feedback, or ideas regarding the Platform ("Feedback"), you grant AcreAtlas a perpetual, irrevocable, royalty-free licence to use such Feedback for any purpose without compensation or obligation to you.

7.6 Model Improvements and Derived Insights

All improvements, refinements, weights, parameters, training results, and derived insights produced by AcreAtlas through the operation, training, retraining, evaluation, or improvement of any machine learning model, algorithm, or analytic component used in or derived from the Platform — including improvements that arise from training on aggregated and anonymised Field Data — are and shall remain the exclusive intellectual property of AcreAtlas. The User retains ownership of its own raw Field Data; the User does not acquire any rights in the Platform, the models, the model weights, or any AcreAtlas-derived insight by reason of having contributed anonymised data to model training. Outputs generated for the User remain licensed to the User for that User's own internal agricultural operations under Section 7.2.

8. Service Availability

The Platform is provided on an 'as is' and 'as available' basis. AcreAtlas does not guarantee uninterrupted or error-free availability. Users who depend on Platform Outputs for time-sensitive agricultural operations should maintain contingency plans and should not plan operations that rely on Platform availability without appropriate fallback arrangements. AcreAtlas is not liable for losses arising from Platform unavailability, including during critical agricultural windows.

9. Acceptable Use

You agree not to use the Platform for any unlawful purpose; to generate Outputs for use on land to which you do not have legal access; to generate Outputs for multiple third-party clients on a commercial bureau-service basis without AcreAtlas's prior written consent; to reverse engineer or extract algorithms from the Platform; to upload Field Data that infringes third-party rights; or to interfere with the Platform's infrastructure or security.

10. Professional Services and On-Site Drone Operations

10.1 In addition to Platform subscriptions, AcreAtlas may, at its sole discretion, provide on-site professional services including drone survey operations, field data capture, and related agricultural advisory services ("Professional Services").

10.2 Professional Services are provided as a separate engagement from the Platform subscription and are subject to a separate written agreement (Statement of Work or equivalent) agreed in writing between the parties for each individual engagement.

10.3 Where AcreAtlas staff act as the Operator of a Survey Drone at a customer's request, they do so in their capacity as drone Operator under applicable aviation law (including EASA Regulation (EU) 2019/947) and not as an extension of the Platform service. The Platform liability limitations in Section 5 apply solely to the Platform software services and do not govern or limit liability arising from the physical operation of any aircraft.

10.4 The availability of Professional Services is not guaranteed and is subject to capacity, geographic availability, and seasonal scheduling. Holding a Platform subscription does not create any entitlement to Professional Services.

10.5 AcreAtlas shall not be obliged to perform any on-site drone operation, field survey, agronomic advisory service, or other physical service unless expressly agreed in a separate written statement of work or order confirmation. Such statement of work shall specify the scope of work, operational responsibility, applicable drone category, required permissions, insurance, customer obligations, weather limitations, cancellation rights, and the liability regime applicable to those Professional Services. In the absence of such separate written agreement, these Terms govern only the Platform and its software Outputs.

11. Trial Accounts

11.1 AcreAtlas may make the Platform available on a free trial basis for a limited period ("Trial Account"). Trial Accounts provide access to Platform processing and analysis features but exclude the export of Prescription Files, Compliance Reports, and other Output files ("Export Functions").

11.2 Trial Accounts are provided “as is” and without any warranty or service level commitment. AcreAtlas may modify, suspend, or terminate Trial Accounts at any time and without notice or liability.

11.3 Field Data uploaded during a Trial Account period may be retained for up to 30 days following trial expiry, after which it may be permanently deleted. You are responsible for exporting or otherwise preserving any data you wish to retain before the trial period ends.

11.4 Commercial use of Trial Accounts, or any attempt to circumvent Export Function restrictions through technical or other means, is not permitted and constitutes a material breach of these Terms.

11.5 For Trial Accounts, beta access, pilot use, or any other use for which no fees have been paid, AcreAtlas’s aggregate liability shall be limited to EUR 500, except to the extent such limitation is not permitted under mandatory law.

12. User Warranties and Indemnification

12.1 By using the Platform, you warrant that: (a) you have full legal authority to enter into these Terms, whether personally or on behalf of a legal entity; (b) your use of the Platform and all Outputs will comply with all Applicable Law; (c) all Field Data you upload does not infringe the intellectual property, privacy, or other rights of any third party; and (d) you hold all licences, permits, and certifications required by Applicable Law for your operations, including any drone pilot licence (bewijs van bevoegdheid), spuitlicentie, or other required authorisation.

12.2 You agree to indemnify, defend, and hold harmless AcreAtlas and its officers, employees, and agents from and against any claims, liabilities, damages, losses, and costs (including reasonable legal fees) arising out of or relating to: (a) your breach of these Terms or any Applicable Law; (b) your use of any Output in a manner not authorised by these Terms; (c) physical, crop, or environmental damage caused by your spraying operations, drone operations, or other field activities; or (d) any third-party claim arising from your use of the Platform or your Field Data.

12.3 AcreAtlas shall promptly notify the User of any third-party claim for which indemnification is sought, provide reasonable cooperation, and allow the User to participate in the defence. The User shall not settle any claim in a manner that imposes liability, admission of fault, or non-monetary obligations on AcreAtlas without AcreAtlas’s prior written consent. AcreAtlas reserves the right, at its own expense, to assume exclusive defence and control of any matter otherwise subject to indemnification by the User.

13. Country-Specific Terms

13.1 European Union

If you are established in, or have your habitual residence in, a Member State of the European Union, the following additional provisions apply:

(a) Language: These Terms are provided in English. AcreAtlas will make a Dutch language version available for Users established in the Netherlands. For Users in other EU Member States, the English version governs unless a translated version is expressly provided and designated as the governing version.

(b) Consumer rights: These Terms are intended for use by businesses and agricultural professionals acting in the course of their trade, business, or profession. If you are a natural

person acting outside your professional capacity (a “consumer”), mandatory consumer protection rights under applicable EU and national law prevail over any conflicting provision in these Terms.

(c) Late payment: For business customers in EU Member States, overdue amounts will accrue interest at the statutory commercial late payment rate under Directive 2011/7/EU (or applicable national implementing legislation) from the due date until payment in full, with a minimum fixed recovery charge of EUR 40 per overdue invoice.

(d) Online dispute resolution: Without prejudice to Section 17, EU consumers may also use the European Commission’s Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr>.

13.2 Netherlands

These Terms are governed by Dutch law as specified in Section 17. Users established in the Netherlands are advised that certain mandatory provisions of Dutch consumer law (Boek 6 BW) may apply if you qualify as a consumer. Commercial and agricultural business users operating in the course of their profession are not consumers for these purposes.

14. Fees and Payment

Fees are payable within fourteen (14) days after the invoice date, unless otherwise agreed in writing. If the User fails to pay any undisputed amount when due, AcreAtlas may, after sending a written reminder and allowing a reasonable cure period of at least seven (7) days, suspend access to the Platform until all overdue amounts have been paid. Suspension does not relieve the User from its payment obligations and does not limit AcreAtlas’s right to charge statutory commercial interest and reasonable collection costs where permitted by applicable law.

15. Force Majeure

AcreAtlas shall not be liable for any delay or failure to perform its obligations to the extent caused by circumstances beyond its reasonable control, including but not limited to failures of hosting providers or other third-party infrastructure, internet or telecommunications outages, cyberattacks or DDoS attacks not caused by AcreAtlas’s failure to implement reasonable security measures, power failures, natural disasters, extreme weather events, strikes, government measures, war, civil unrest, or other events that AcreAtlas could not reasonably prevent or avoid. AcreAtlas shall use reasonable efforts to mitigate the effects of such event and resume performance as soon as reasonably practicable.

16. Term and Termination

These Terms apply for as long as you maintain an active account. Either party may terminate on 30 days’ written notice. AcreAtlas may suspend or terminate access immediately for material breach not remedied within 7 days of written notice, non-payment, conduct posing risk to the Platform or third parties, or legal requirement. Sections 5, 6, 7, and 17 survive termination.

17. Governing Law and Jurisdiction

These Terms are governed by the laws of the Kingdom of the Netherlands. Any dispute arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the competent court of the district in which AcreAtlas has its statutory seat or principal place of business, unless mandatory law provides otherwise.

18. Changes to These Terms

AcreAtlas may update these Terms. We will provide at least 30 days' notice of material changes via email or in-app notification. Your continued use of the Platform after the effective date constitutes acceptance of the updated Terms.

19. Entire Agreement and Severability

These Terms, together with the Privacy Policy and any applicable Data Processing Agreement, constitute the entire agreement between you and AcreAtlas regarding your use of the Platform. You may not assign, transfer, or sub-licence any of your rights or obligations under these Terms without AcreAtlas's prior written consent. Any purported assignment without such consent is void. AcreAtlas may assign these Terms, in whole or in part, to an affiliate or successor entity without your consent, provided that such assignment does not materially reduce your rights. If any provision is found invalid or unenforceable, it shall be replaced by a valid provision that most closely reflects the original intent; remaining provisions continue in full force.

20. Contact

AcreAtlas | KvK 99197081 | info@acreatlas.eu
