

# Terms&Conditions

*Terms of Use. Effective date: 22 April 2022*

*This Terms of Use were last updated 24 April 2022*

These terms of use (“Terms of Use”) are a legal agreement between you and Greenback Ltd, a company incorporated in New Zealand (NZBN: 9429047160729) (hereafter referred to as “Greenback Ltd.”, “we” or “us” as the context may require) for the use of the PlantMe mobile application (“PlantMe App”) and any website operated by Greenback Ltd. (the “Greenback Ltd. Website(s)”) including, without limitation, <https://plantme.io>.

These Terms of Use set out important information regarding your rights and obligations in connection with the PlantMe App and Greenback Ltd. Website(s). Please read them carefully. In particular, we draw your attention to the limitations of liability contained in Section 14.

By using the PlantMe App or accessing the Greenback Ltd. Website(s), you agree to these Terms of Use which shall bind you. If you do not agree with these Terms of Use, do not download, install or use the PlantMe App or Greenback Ltd. Website(s).

Greenback Ltd. permits you to use the PlantMe App and Greenback Ltd. Website(s) solely in accordance with these Terms of Use. Greenback Ltd. retains ownership of the PlantMe App and Greenback Ltd. Website(s) at all times.

These Terms of Use apply to the use of any updates or changes to the PlantMe App and Greenback Ltd. Website(s) that we may issue from time to time.

## 1. The licences granted to you for the use of the PlantMe App and Greenback Ltd. Website(s)

Greenback Ltd. grants you a non-exclusive, non-transferable, revocable licence to do the following in accordance with these Terms of Use (the “Licences”):

(i) download, install and use the PlantMe App, and any updates to it provided by Greenback Ltd. from time to time, in object code form for your personal use only on a compatible mobile device owned or controlled by you; and

(ii) access and browse the Greenback Ltd. Website(s) for your personal use only.

Greenback Ltd. may terminate the Licences granted under these Terms of Use at any time in its absolute discretion with or without notice to you. If you breach any provision of these Terms of Use such Licences shall automatically terminate. Where any of the Licences are terminated, you agree to

immediately cease using and accessing the Greenback Ltd. Website(s) and PlantMe App and to delete any copies of the PlantMe App held by you.

## 2. User age restrictions

The PlantMe App and Greenback Ltd. Website(s) are not intended for use by children under the age of 13. If you are under the age of 13 you must not use the PlantMe App and Greenback Ltd. Website(s). If we discover that any such use is taking place we will immediately terminate any relevant user account(s) facilitating such use. If you are below the age of 16, you must have obtained the consent of your parent or legal guardian to your use of the PlantMe App and Greenback Ltd. Websites(s).

## 3. Rights to the PlantMe App, Greenback Ltd. Website(s) and their content

All intellectual property rights and other rights in or to the PlantMe App and Greenback Ltd. Website(s), and any content of either, made available by or on behalf of Greenback Ltd. and its licensors, belong to and remain at all times with Greenback Ltd. and its licensors. Save as expressly set out in these Terms of Use, you shall not obtain (i) any rights in or to our intellectual property rights or those of our affiliates, or (ii) any intellectual property rights and other rights in or to the Greenback Ltd. App or Greenback Ltd. Website(s) or any contents of either. "PlantMe" is the trading name of Greenback Ltd. and we hold registered and unregistered trade mark rights in respect of this name.

The PlantMe App and Greenback Ltd. Website(s) are licensed and not sold under these Terms of Use. The only rights granted to you in relation to the PlantMe App and Greenback Ltd. Websites(s) under these Terms of Use are the Licenses described in Section 1 of these Terms of Use and no transfer of ownership or right to access or use any source code related to the PlantMe App or Greenback Ltd. Website(s) is granted by us.

Where you submit any content whatsoever ("Content") to the PlantMe App or Greenback Ltd. Website(s), including without limitation any image, text, or data, you retain all intellectual property rights that you hold in such Content. You grant to us a non-exclusive, worldwide, royalty-free, transferable, sub-licensable licence to use, reproduce, publish, distribute, perform, adapt, amend, enhance and communicate such Content from time to time for any purpose relating to the PlantMe App, Greenback Ltd. Website(s) and our business from time to time.

We welcome any feedback or suggestions for improvements relating to the PlantMe App, Greenback Ltd. Website(s) and/or any related products and services offered by us from time to time ("Feedback"). Where you provide Feedback to us you agree that we and our affiliates shall have a royalty free right to use such Feedback for such purposes as we see fit from time to time, including, without limitation, to create new, or enhance existing products or services offered by us, and for consumer communication or product promotion, and we shall not be required to compensate you financially for any such Feedback provided, regardless of how we or our affiliates use this.

Save as expressly permitted by us in these Terms of Use, you must not use the content on the PlantMe App or Greenback Ltd. Website(s) (other than content that is submitted by you to the PlantMe App) for any commercial purpose without obtaining written permission from us to do so first.

#### 4. Use of the PlantMe App

In order to use the PlantMe App, you must create a user account (a "PlantMe Account"). You are responsible for all uses of your PlantMe Account whether by you or a third party. You should ensure that you use your personal mobile number for verification of your account and a strong password (if applicable) for your PlantMe Account and that the details of your password are kept confidential and secure at all times. To the maximum extent permitted by applicable law, we shall not be liable to you for any unauthorised use of your PlantMe Account resulting from your failure to maintain restricted access to your mobile device or your mobile SIM card, the confidentiality or security of your user details or failure to use a strong password. Access to your account can become restricted or outright impossible in case of a loss of your control over the mobile number to which your account is registered.

Your PlantMe Account logs details of all PlantMes generated by you and any transfers of PlantMes to or from your PlantMe Account. Please review your PlantMe Account regularly. If you identify any erroneous transaction or unexpected activity on your PlantMe Account, or you believe that the security of your PlantMe Account has been compromised, you must let us know as soon as possible.

Different membership levels may apply to the PlantMe Accounts of different users and, depending on the membership level you hold, your entitlement to access functionality of the PlantMe App or generate PlantMes may vary.

When using the PlantMe App on your mobile device, you acknowledge and agree that PlantMe operates in the background of your mobile device, which in turn may have an impact to the battery life of such device.

The PlantMe App stops generating Greenbacks on your mobile device if you do not open the PlantMe App for 30 days. Generation of Greenbacks restarts once you next open the app.

#### 5. PlantMe

"Greenbacks" are units of exchange that users of the PlantMe App may generate through verified logging of impact (e.g. harvesting vegetables and recording via picture logs). Greenbacks may be used to redeem products, services and other benefits via the PlantMe App, to the extent that such products, services and other benefits are offered by users. You acknowledge and agree that Greenbacks may not be redeemed for cash from Greenback Ltd. or any of its affiliates, unless we expressly agree otherwise with you in writing.

All Greenbacks are generated by the verified biodiversity and emissions reduction impact of users of the PlantMe App. Greenbacks will never be generated by any other means. We reserve the right to destroy Greenbacks that we have reason to believe have been created by any other means and to suspend or disable PlantMe Accounts used in contravention of these Terms of Use.

We reserve the right and retain the absolute discretion to determine, and alter from time to time, the eligible forms of planting for impact, impact verification algorithms and amounts of verified planting or harvesting that must be undertaken by users in order to generate Greenbacks using the PlantMe App (for example, and without limitation, we may alter from time to time the verification algorithm or the number or type of verified actions required to generate a Greenback). Details of eligibility criteria and the volumes of verified movement required to generate Greenbacks from time to time are provided within the FAQ section of the PlantMe App. Movement verification conducted by our algorithms is considered final and cannot be revised or reversed.

We may cap the maximum amount of Greenbacks that users of the PlantMe App may generate each day using the PlantMe App. The applicable cap may vary depending upon the membership level of the relevant user or other criteria that we chose to apply and we may alter such caps from time to time.

We may from time to time impose PlantMe-denominated charges for the use of the PlantMe App or to enable specific functionality of the PlantMe App. Where we do this we will be entitled to deduct the applicable number of Greenbacks from your PlantMe Account required to meet the applicable PlantMe-denominated charges and we may retain and use the Greenbacks that we deduct for our own benefit. We will always be transparent about any applicable PlantMe-denominated charges and details of any such charges are provided within the FAQ section of the PlantMe App.

To illustrate, and without limiting our rights under the preceding paragraph, we may elect to impose a PlantMe-denominated commission charge on the generation of Greenbacks entitling us to deduct a proportion of the Greenbacks that you generate. We may also impose recurring PlantMe-denominated charges in relation to certain membership level categories. Details of any applicable rate of commission on PlantMe generation from time to time, and any PlantMe-denominated charges applicable to the different membership levels are provided in the FAQ section of the PlantMe App.

We reserve the right to impose charges in relation to the use of PlantMe App in fiat currency from time to time, which may be applicable to all or specific categories of users or to the use of specific functionality or services accessed via the PlantMe App. The currency and amount of any such charges may be determined by us in our absolute discretion.

The PlantMe App allows you to send Greenbacks to third party users of the PlantMe App. Please ensure that you have verified the identity of the recipient of the relevant Greenbacks before sending them. We may make available functionality enabling the donation of Greenbacks to charity.

## 6. Acceptable Use

You agree that you shall not:

- (a) seek to generate Greenbacks by any means other than your genuine physical movement meeting the eligibility criteria specified by Greenback Ltd. from time to time and, in particular and without limitation, you shall not (i) simulate any such verified movement using artificial and/or mechanical means, (ii) enlist third parties to generate Greenbacks on your behalf (for the avoidance of doubt, however, you may receive transfers of Greenbacks from third parties using the functionality available within the PlantMe App);
- (b) copy, adapt, transmit, reverse engineer, decompile, disassemble, modify, sell the PlantMe App or Greenback Ltd. Website(s) or any content accessible on either, save as otherwise expressly permitted by these Terms of Use or applicable law;
- (c) use the PlantMe App or Greenback Ltd. Website(s) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the PlantMe App or Greenback Ltd. Website(s);
- (d) reproduce, frame, display or mirror the PlantMe App or Greenback Ltd. Website(s) other than as a necessary consequence of their normal operation by you;
- (e) infringe our intellectual property rights or those of any third party in relation to your use of the PlantMe App or Greenback Ltd. Website(s);
- (f) transmit any material that is defamatory, explicit, offensive or otherwise objectionable on the PlantMe App or Greenback Ltd. Website(s);
- (g) use the PlantMe App or Greenback Ltd. Website(s) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (h) employ any technology that interferes in any way with the proper operation of the PlantMe App or Greenback Ltd. Website(s), including by blocking any advertising or promotions displayed thereon; or
- (i) collect or harvest any information or data from the PlantMe App or Greenback Ltd. Website(s) for any commercial purpose, save as otherwise agreed in writing by us.

If we discover any breach of this Section 6 by you, we may immediately suspend or terminate your access to the PlantMe App and remove and delete any content from PlantMe App or Greenback Ltd. Website(s) violating this Section 6.

## 7. Changes and updates to the PlantMe App and Greenback Ltd. Website(s)

Greenback Ltd. reserves the right at any time, without liability of any kind, in its absolute discretion (i) to change, suspend, restrict or disable your access to the PlantMe App and/or Greenback Ltd. Website(s), and/or (ii) alter the functionality or contents of the PlantMe App and/or Greenback Ltd. Website(s) with or without notice to you.

We may issue updates to the PlantMe App from time to time. Depending upon the nature of the update, you may not be able to continue to use the PlantMe App until you have downloaded the latest version of the PlantMe App.

## 8. Contacting us

In relation to any matters concerning the PlantMe App and Greenback Ltd. Website(s), including any feedback, questions, complaints or claims, please contact us via email at [info@plantme.io](mailto:info@plantme.io)

Greenback Ltd. welcomes any feedback you may have on the PlantMe App.

## 9. No warranty

The PlantMe App and Greenback Ltd. Website(s) are provided “as is” and “as available” without any representation, warranty or undertaking of any kind as to the availability, performance, accuracy, or completeness of the PlantMe App, Greenback Ltd. Website(s) or the contents of any of them. Greenback Ltd. does not warrant or undertake that use and availability of the PlantMe App and Greenback Ltd. Website(s) will be uninterrupted or error-free.

TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE IN RELATION TO THE PlantMe APP OR PlantMe WEBSITE(S). IF THIS EXCLUSION DOES NOT APPLY UNDER APPLICABLE LAW THE LIABILITY OF Greenback Ltd. IN RELATION TO ANY SUCH WARRANTY SHALL IN SUCH CASE BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

## 10. Third Party Content

For your convenience Greenback Ltd. may include in the PlantMe App or Greenback Ltd. Website(s) links to other sites on the internet that are owned or operated by third parties (“Third Party Websites”). You also agree that Greenback Ltd. has no control over the content of Third Party Websites and does not have any responsibility for any material available on such Third-Party Websites nor for any use of or reliance on the contents of such Third Party Websites by you.

The PlantMe App and Greenback Ltd. Website(s) may include content submitted by other users of the PlantMe App and Greenback Ltd. Website(s) (“Third Party Content”). You acknowledge that any use of or reliance on such content by you is entirely at your own risk and we are not responsible for such Third Party Content.

The fact that we may link to a Third Party Website, or display Third Party Content, does not imply that we endorse the site or the products or services on such Third Party Website or that we have reviewed, approved, or verified the Third Party Content.

#### 11. No Medical Advice

The PlantMe App allows you to track and verify your climate and biodiversity impact achieved through growing, generate Greenbacks and use Greenbacks to redeem goods, services and other benefits. THE SERVICES WE PROVIDE DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, ANY FORM OF MEDICAL ADVICE OR OPINION. We are not licensed medical professionals, and we are not in the business of providing medical advice. You should always consult a qualified and licensed medical professional prior to beginning or modifying any diet or exercise program. The PlantMe App is not a tool for the diagnosis or prevention of disease. We do not endorse any third party products or services listed on the PlantMe Marketplace and, where these relate to your health, you should always take appropriate medical advice before using them. YOUR USE OF THE PlantMe MOBILE APP DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND Greenback Ltd..

#### 12. Changes and updates to the Terms of Use

We may change or update these Terms of Use from time to time. If we decide to do this we will post such changes or updates on our website <https://plantme.io> and on the PlantMe App, so that you are always aware of the terms and conditions for the use of the PlantMe App and Greenback Ltd. Website(s). If we make a significant change to these Terms of Use, we may elect to inform registered users by email, however we do not undertake to do so. Therefore you undertake to review these Terms of Use on the PlantMe App or Greenback Ltd. Website(s) from time to time to keep informed of any such updates and changes. Upon any such change or update to the Terms of Use, by continuing to use the PlantMe App or any Greenback Ltd. Website(s) you agree to be bound by such change or update.

From time to time we may make available additional terms or guidance in relation to the usage of PlantMe App or Greenback Ltd. Website(s), and where we do this, you agree to comply with such additional terms or guidance that we make available by continuing to use the PlantMe App or any Greenback Ltd. Website(s).

#### 13. PlantMe Rewards Marketplace

The PlantMe App enables users to offer goods, services and other benefits to other users that may be redeemed in exchange for Greenbacks (such functionality being the “PlantMe Rewards Marketplace”).

Where you use the PlantMe Rewards Marketplace to offer or redeem goods, services or other benefits in exchange for Greenbacks, any such transaction is entered into directly between you and

the legal person making available the relevant goods, services or other benefits to you or redeeming such goods, services or other benefits from you, as applicable. Without limiting the effect of these Terms of Use in any way, transactions taking place on the PlantMe Rewards Marketplace are subject to the legal terms of the party offering the relevant goods, services or other benefits on the PlantMe Rewards Marketplace (including as stated in the actual listing), and we and our affiliates are not party to any such transactions save to the extent that we engage in transactions ourselves directly on the PlantMe Rewards Marketplace.

To the extent that Greenback Ltd. agrees to administer on your behalf via Greenback Ltd.'s own account any offer of goods or services or other benefits in exchange for Greenbacks on the PlantMe Rewards Marketplace, Greenback Ltd. shall be entitled to retain up to 100% of the Greenbacks received for its own benefit in its absolute discretion.

You agree that Greenback Ltd. has no responsibility for any goods, services or other benefits offered by you or by any third party on the PlantMe Rewards Marketplace. You agree that we have no control over and do not guarantee the quality, safety or legality of any goods, services or other benefits offered by users, the truth or accuracy of their offers, the ability of users to provide any goods, services or other benefits offered, or that a user will actually complete or perform a transaction. Save as otherwise expressly agreed with you, we and our affiliates do not act as agent, contractor, partner or any form of representative of you or any other user of the PlantMe Rewards Marketplace. Our operation of the PlantMe Rewards Marketplace should not be taken as an endorsement (express or implied) of any goods, services or other benefits offered on it, nor of any user.

Greenback Ltd. is entitled to alter the selection of goods services and other benefits on offer, and the number of Greenbacks required to redeem any such goods, services or other benefits offered, on the PlantMe Rewards Marketplace, as well as to limit the number of possible redemptions of any good, service or other benefit by any user or group of users in its absolute discretion. Where we wish to do this, we will notify you first and give you the opportunity to de-list the relevant goods, services or other benefits, if you do not agree with the revised number of Greenbacks required.

You represent and warrant to us that any goods, services or other benefits that you offer on the PlantMe Rewards Marketplace will: (i) conform to the description you provide for them, (ii) comply with all applicable laws and regulations, (iii) be of satisfactory quality, (iv) conform to our acceptable use requirements (stated in Section 6 above), and (v) be delivered in full once a user redeems the relevant goods services or other benefits using the requisite number of Greenbacks in accordance with your stated terms and conditions.

You agree that we may remove any listing or offer on the PlantMe Rewards Marketplace at any time in our absolute discretion. All goods, services or other benefits listed on the PlantMe Rewards Marketplace are offered subject to their availability (which may be limited where stated on the listing) and the applicable terms and conditions of the user listing the relevant offer, and may be withdrawn at any time before they are duly redeemed. Particular goods, services or benefits may be offered via the PlantMe Rewards Marketplace only to specific categories of user or to individually

selected users, where we agree in writing or make available the necessary functionality to facilitate this.

You agree that disputes in relation to any goods, services or other benefit redeemed via the PlantMe Rewards Marketplace shall be resolved in accordance with the terms and conditions applicable to the relevant transaction between the parties to such transaction. While we may elect to help facilitate the resolution of such disputes through programmes that we develop, to the maximum extent permitted by applicable law we accept no liability in connection with any transaction that we have not directly participated in.

We welcome feedback on PlantMe Rewards Marketplace participants. In the event that we determine in our absolute discretion that any fraud has occurred or any user has breached these Terms of Use or refused or failed to honour an offer of goods, services or any other benefit it has listed on the PlantMe Rewards Marketplace that has been duly redeemed by another user using the requisite number of Greenbacks and in accordance with any applicable terms and conditions, we reserve the right in our absolute discretion to (i) reallocate Greenbacks between users to reimburse any aggrieved user where we deem this appropriate, and (ii) suspend or terminate the use of the PlantMe App by any user(s).

You agree that we and our affiliates have no responsibility to facilitate or offer returns, exchanges or refunds in connection with transactions on the PlantMe Rewards Marketplace that we have not participated in.

We make no representation, warranty or undertaking that the offer, sale, purchase, export, import or use of any goods, services or other benefits offered on the PlantMe Rewards marketplace is valid and legal under the laws that apply to you. You accept sole responsibility to ensure the legality of any offer, sale, purchase, export, import or use of any goods, services or other benefits that you list or redeem using the PlantMe Rewards Marketplace.

As a form of marketplace curation Greenback Ltd. may offer an option for the users to report an offer via PlantMe app functionality and reserves a right after a review to delist the offer from the PlantMe Marketplace.

#### 14. Limitation of liability

You acknowledge that the PlantMe App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the PlantMe App meet your requirements. To the maximum extent permitted under applicable law we have no liability whether in contract, tort (including negligence) or otherwise for any (i) loss of profit, loss of business, business interruption, or loss of business opportunity, arising out of or in connection with the PlantMe App, Greenback Ltd. Website(s) and/or this Agreement, or (ii) loss, damage or other liability arising out of the unavailability or malfunctioning of, or other deprivation of access to, the PlantMe App or Greenback Ltd. Website(s) or any inaccurate or incomplete content on

either, or (iii) any loss, damage or other liability arising as a result of any reallocation of PlantMes by us.

We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Use or our negligence up to the maximum aggregate limit specified in the following paragraph.

## 16. General

We may assign or transfer our rights and obligations under these Terms of Use to a third party. You are not entitled to assign or otherwise transfer these Terms of Use without our prior written consent. Any attempt to do so without our consent will be void.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Use that is caused by any act or event beyond our reasonable control

If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Each of the provisions of these Terms of Use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

These Terms of Use and their subject matter and formation, are governed by New Zealand law. You and we both agree that the courts of New Zealand will have non-exclusive jurisdiction to resolve any disputes under or in connection with these Terms of Use.

### PlantMe site terms and conditions

Welcome to PlantMe's terms, thanks for stopping by. We think this stuff is important, and we're glad you've taken an interest.

#### 1. Our Services

1.1 We provide the venue to sell, trade and gift at PlantMe in the form of our marketplace, including a digital planting diary allowing you to keep records of what you are.

1.2 We work to ensure our venue is safe and trustworthy, providing the best information for success.

1.3 We offer services to make our venue easier to use.

1.4 We own our own intellectual property.

1.5 We use Stripe as our payments processing provider. You can find out more about Stripe here: <https://stripe.com/>

1.6 We can change our Services on notice.

1.1 We provide a venue including PlantMe Marketplace, PlantMe Rewards Marketplace, PlantMe plant diary and PlantMe Landshare.

Our aim in providing our Services is to make climate action easy for Kiwis, while improving access to affordable nutrition, encouraging connection with nature and inspiring everyone to plant what they can.

We provide an online venue to introduce Members in various ways, and to allow Members to advertise anything gardening related. (Members and third parties who offer services are " Hosts " and the services they offer are " Host Services ") to publish such Host Services on the PlantMe Platform (" Listings ") and to communicate and transact directly with Members that are seeking to book such Host Services (Members using Host Services are " PlantMe Users"). Host Services may include the offering of access to and use of outdoor space or other properties for use (" Plots "), and a variety of other urban food growing activities.

In providing the PlantMe venue, we don't participate in the actual sale of Items or the transaction itself. We don't own any Items listed on our Site and don't offer them for sale, nor do we act as an agent for either party. We also don't take part in the actual provision of Member Services. PlantMe does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Host Services. Hosts alone are responsible for their Listings and

Host Services. When Members make or accept a booking, they are entering into a contract directly with each other. PlantMe is not and does not become a party to or other participant in any contractual relationship between Members, nor is PlantMe a real estate broker or insurer. PlantMe is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms.

If you choose to use the PlantMe Platform as a Host or Co-Host (as defined below), your relationship with PlantMe is limited to being an independent, third-party contractor, and not an employee, agent, joint venturer or partner of PlantMe for any reason, and you act exclusively on your own behalf and for your own benefit, and not on behalf, or for the benefit, of PlantMe. PlantMe does not, and shall not be deemed to, direct or control you generally or in your performance under these Terms specifically, including in connection with your provision of the Host Services. You acknowledge that you have complete discretion whether to list Host Services or otherwise engage in other business or employment activities.

## 1.2 We work to ensure our venue is safe and trustworthy

Our Members will only use PlantMe if they trust other Members and feel confident in the PlantMe community. We have a dedicated team, committed to making PlantMe a safe and secure online marketplace for Kiwis. While we can't pre-screen Listings if we become aware of any misuse of our Services, we'll take the appropriate action. This could be issuing a warning, removing content, disabling an account, banning a Member, or contacting the relevant authority.

While we may help facilitate the resolution of disputes, PlantMe has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Host Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. PlantMe does not endorse any Member, Listing or Host Services. Any references to a Member being "verified" (or similar language) only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by PlantMe about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to rent out a Plot, use any other Host Services, accept a booking request from a PlantMe User, or communicate and interact with other Members, whether online or in person. Verified Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by PlantMe of any Host or Listing.

Some examples of the kind of misuse we'd take action over are: illegal, stolen or unsafe Items; Listings that do not comply with New Zealand law or that infringe intellectual property rights; or harmful or offensive conduct. We may also limit your activities on our Site based on your off-site conduct, such as prior criminal convictions, insolvency, or any other conduct that puts our community or systems at risk.

You agree that we may disclose your personal information in accordance with our privacy policy, including your name and contact details, as well as any transactional records, site interactions or other relevant information, to the relevant authorities, parties etc.

## 1.3 We offer services to make our venue easier to use

We offer a bunch of additional services to make our venue easier to use and to make gardening easier for Kiwis.

For example:

- Our payments service, Stripe, lets Members pay each other by credit card or bank account.
- Our digital planting diary allows Members to record and monitor their plant progress. We will use this data to show your climate action impact by reporting your personally generated emissions reductions or offsets. (In development)

#### 1.4 We license our intellectual property to you

To enable you to use and enjoy our Services, we grant you a limited, non-exclusive, non-transferable and revocable licence to use our Site and Services in accordance with our Terms.

We retain all of our intellectual property rights, including our rights in the software and source code used, to provide the Site and Services. You may not adapt, reproduce, copy, store, distribute, publish or create derivative works from any part of the Site, or commercialise or on-sell any information obtained from the Site or our Services, without our prior written consent.

#### 1.6 We keep your funds within Greenback's Stripe account.

We hold Member funds within the Stripe payment platform. All amounts deposited in that platform are held on trust for our Members, so that each Member has the right to a proportion of the account balance equal to the face value of his or her PlantMe account.

We may deduct amounts from the separate bank account as contemplated by these Terms, and you agree that you have no right to any interest earned on amounts deposited in this trust account.

No charges other than our Fees will be applied to PlantMe account balances, unless clearly stated in the Terms.

#### 1.7 We can change our Services on notice

We are constantly changing and improving our Site and Services. We may add or remove features or functions and we may suspend or stop providing a Service altogether.

## 2. Your Membership

### 2.1 Becoming a Member

It's free to become a Member of PlantMe, but we do have some eligibility terms. To become a Member you must:

1. be at least 18 years old and able to enter into contracts;
2. be a resident in New Zealand
3. complete the registration process and provide true, correct and up-to-date information.

We may allow you to register or log-in to some of our Services with a third party service (e.g. Facebook or Gmail), in which case we will access, store and use your information from that service, subject to their terms. Our privacy policy covers this also.

In order to use our Services, you only need one account. So, you can't register as a Member under multiple identities, personas, or aliases (whether they are false or not). You may create a business membership, in addition to your personal one.

## 2.2 Maintaining your membership

You must maintain and update your personal and account information, to ensure it's always current and correct. We may contact you to verify your details.

You're responsible for all the activity that happens on your account. To protect it, keep your login information secret and secure, change your password regularly, and don't let anyone else use your membership.

Our Members work hard to earn great feedback, and rely on the feedback placed about others. Unless we give specific prior approval, your membership is not transferable and can't be sold, leased, lent or traded.

## 2.3 Your account balance

We maintain an account for each Member. You must use your account to pay all fees.

You must promptly pay any negative account balance. If your account remains negative or you are in debt to us, we may take action against you to recover that debt. For example: by using a third party debt collection service, or deducting the amount owed from any other PlantMe account that you operate. You'll be liable for all expenses that we incur trying to recover that debt, including legal costs.

If your membership is terminated, we'll refund any balance of your account, less a \$5 processing fee that we may charge. If your balance is less than \$5, we won't refund you. If you haven't logged into your account for more than 18 months, your account will be suspended and any unused balance will be forfeited to us. You'll need to get in touch to get your account back up and running.

Promotional giveaways of PlantMe credit, bonus credit, or any free credit gifted to you on registration won't be refunded (upon termination or at any other time).

## 2.4 How we communicate with each other

We may contact you about your membership, your transactions and any other activities on the Site. Our privacy policy has more information on this.

Subject to your email preferences, we may contact you with information or promotions about our other Services that we think you'll be interested in. We also send emails and e-newsletters to some of our Members, where we think they'll be relevant. You can unsubscribe from all emails and newsletters that don't contain important information about using PlantMe.

## 2.5 Terminating your membership

You may terminate your membership at any time, for any reason. We'll need around three days to process your request. Similarly, we may refuse to offer some or all of our Services to you without prior notice, for any reason.

If we have restricted or prohibited your access to our Services, we will have done this for a reason and, if we can, we'll tell you why. You agree not to bypass these controls, for example, you agree not to create a new membership. If we have explained why your access to our Services has been restricted or prohibited, we reserve the right to cease further correspondence with you.

If your membership is terminated (by you or by us), your ability to access our Site will end and you must stop using our Services. Certain clauses from these Terms will continue to apply after termination, including clause 1.4, 3.4 and 8.3-8.6. If you visit our Site after termination, or otherwise use our Services, these Terms will apply.

## 3. Your general commitments

We provide our Services with the aim of making life better for Kiwis. To help us do that, we need you to make certain commitments:

### 3.1 Code of conduct

Our code of conduct sets out principles and behaviours that the PlantMe community reasonably expects of Members using our Services. The code of conduct forms part of these Terms. It's pretty common sense stuff.

### 3.2 Our venue is for New Zealand and Australia

Our venue is for New Zealand only currently, you must be located in New Zealand or Australia to buy Items on PlantMe; and Sellers must not send Items to an address that is outside these countries.

You must be located in New Zealand or Australia to list Items on PlantMe, unless we specifically approve you to use PlantMe from another country.

If we approve you to use PlantMe Marketplace from a country other than New Zealand, you'll need to offer buyers the option of paying by at least Stripe or payment to a domestic New Zealand bank account.

### 3.3 Don't be a dick

No scraping: You may not use a robot, spider, scraper or other unauthorised automated means to access the Site or information featured on it for any purpose. You also may not manually scrape, harvest or otherwise extract data from our Site without our express permission.

Keep it legal: You'll comply with all applicable laws when using our Services. Examples of some relevant laws are the Fair Trading Act 1986, the Consumer Guarantees Act 1993, the Harmful Digital Communications Act 2015, the Copyright Act 1994, and the Trade Marks Act 2002.

Keep it onsite: You agree not to (a) use the Services or the Site to promote Items or services for sale outside of the Services; (b) complete a transaction, that started on PlantMe, outside of the PlantMe process; or (c) seek to avoid our success fees or our process. For the same reason, you mustn't list your contact details anywhere (e.g. in the Listing description, questions and answers, feedback, Member profile or PlantMe message boards), other than in the relevant fields provided during the listing process.

### 3.4 You give us a right to use your content for our Services

You confirm that you either own or have permission to use all of the content that you post and upload when using our Services. For example: any photos, data, information, Listing descriptions and other content ("your content").

You retain ownership of your content and nothing in these Terms is intended to claim ownership of your content or to restrict your ability to use your own content. To help us provide and improve our Services though, we need you to give us some permissions in relation to that content, which we set out below.

You give us a licence or right to use your content so we can improve and provide our Services. Lawyers refer to this as an intellectual property licence under which you grant a non-exclusive, transferable, sublicensable, royalty-free, and worldwide licence to us, to use, store, display, reproduce, modify, distribute, create derivative works, and save your content in any manner and on any media or platform to promote, improve and provide our Services.

This means, for example, that if you list an Item for sale, you give us permission to store, copy, use and share that Listing (including any photos). This licence continues even if you stop using our Services. You confirm that you have the right to grant this licence to us.

The following examples don't cover all the ways we may use your content, but are intended as helpful examples: We may use the content by displaying it on a third-party website to promote the Listing while it's live (free advertising - awesome!). We may store the Listing so that we can help you re-list it in the future if it did not sell. We may use the content for marketing purposes, or we may store and use the content for our own internal purposes, to

help us improve our Services. We won't use your trade marks or logos without your express permission.

## 4. Listing and Selling

### 4.1 Our fees

Our current fees are explained on our About page. You must pay them when they're due. By using our Services, you agree to pay our fees.

We may change our fees. We'll notify you about fee changes, usually by site announcement, and we'll generally give you two weeks' notice. If we introduce a new Service, the fees for that Service are effective at the time the new Service is launched. If you want to know what our current fees are at any time, just visit our About page.

From time to time we may offer special or promotional deals ("promos"), such as a discount on the normal success fees, or the chance to list without any success fees applying. When we offer these promos, the fee terms will apply along with any other terms advertised in connection with the special.

We understand that sometimes when an item is sold it doesn't always mean the transaction is completed. In these circumstances we're usually happy to refund any success fee by crediting your PlantMe account via our refund process. If we need to, we may contact you or other Members about a success fee refund request that we've received.

If you're a New Zealand resident, all of our fees are inclusive of GST (if any), unless we clearly express our fees as excluding GST.

### 4.2 Your advertised prices must include GST and you're responsible for your taxes (for the most part)

If you are GST registered and you are a New Zealand based seller or you are a tax resident of New Zealand for the purposes of GST law, you must list items in New Zealand dollars and include GST (if any) in the price.

If your Item is likely to attract customs duty for buyers in New Zealand, you must ensure that this is clearly indicated in your Listing.

You must tell us if you are a non-resident for GST purposes and if your residency position changes. If you are a non-resident for the purposes of New Zealand GST law and you sell Items to New Zealand buyers, you must provide us with a GST exclusive price for your Listings and we will add GST to your Listings and return GST to the New Zealand Inland Revenue Department.

### 4.3 Keep it honest, legal, relevant and use our Services as intended

Be clear and upfront: All Listings must be accurate, current, complete and include all relevant information and the key terms. For example, a Listing on PlantMe Marketplace must include an

honest description of the Item, the terms of sale, payment terms, shipping methods and who bears the cost of shipping. You agree to only list Items that are in your possession, unless we have approved otherwise in writing.

Keep it legal: Your Listing must comply with all laws. For example: (a) you must have the right to create the Listing, e.g. don't list Items that you don't own or where ownership is disputed, such as a relationship property dispute; (b) the Listing must be accurate and not misleading, which includes ensuring no material information is left out; (c) in terms of PlantMe Marketplace, must be legal to offer the service or sell the Item, and any Items must meet any relevant safety standards; and (d) your Listing must not breach any legal requirement, e.g. all listings must comply with the Biosecurity Act 1993 and all other relevant law.

Use as intended: Each of our Services and Listing options have a clear function or purpose. For example, the purpose of a gift for free listing is to offer the item for free to an interested party. You must use our Services for their intended purpose and must not misuse them in order to avoid our fees, advertise your business or manipulate search results. If you're ever in doubt about how to use our Services, feel free to get in touch.

#### Booking Plots:

You understand that a confirmed booking of an Plot(" Plot Booking") is a limited license granted to you by the Host to enter, occupy and use the Plot for the duration of your agreement, during which time the Host (only where and to the extent permitted by applicable law) retains the right to re-enter the Plot, in accordance with your agreement with the Host.

You agree to leave the Plot no later than the allowed time that the Host specifies in the Listing or such other time as mutually agreed upon between you and the Host. If you re-enter to the Plot past the agreed upon vacate time without the Host's consent (" Overstay "), you no longer have a license to access the Plot and the Host is entitled to make you leave in a manner consistent with applicable law. In addition, you agree to pay, if requested by the Host, any legal expenses incurred by the Host to make you leave (collectively," Overstay Fees").

Overstay Fees for late vacations on the vacate date that do not impact upcoming bookings may be limited to the additional costs incurred by the Host as a result of such Overstay. If you Overstay at a Plot, you authorise PlantMe (via PlantMe Payments) to charge you to collect Overstay Fees. A Security Deposit, if required by a Host, may be applied to any Overstay Fees due for a PlantMe User's Overstay.

Fair Use - You understand that any attendance at the Plot is subject to agreement between you and your Host. You must obtain permission from the Host as to the timing and frequency of your visits to the Plot at the beginning of your rental period. You understand that this may be subject to change dependant upon the Host's circumstances and ongoing agreement.

Booking Modifications, Cancellations, Refunds, & Resolution.

Hosts and PlantMe Users are responsible for any modifications to a booking that they make via the PlantMe Platform or direct PlantMe customer service to make (" Booking Modifications "), and agree to

pay any additional Listing Fees, Host Fees or PlantMe User Fees and/or Taxes associated with such Booking Modifications.

PlantMe Users can cancel a confirmed booking at any time pursuant to the Listing's cancellation policy set by the Host, and PlantMe Payments will refund the amount of the Total Fees due to the PlantMe User in accordance with such cancellation policy. Unless extenuating circumstances exist, any portion of the Total Fees due to the Host under the applicable cancellation policy will be remitted to the Host by PlantMe Payments pursuant to the Payments Terms .

If a Host cancels a confirmed booking, the PlantMe User will receive a full refund of the Total Fees for such booking. In some instances, PlantMe may allow the PlantMe User to apply the refund to a new booking, in which case PlantMe Payments will credit the amount against the PlantMe User's subsequent booking at the PlantMe User's direction. Further, PlantMe may publish an automated review on the Listing cancelled by the Host indicating that a booking was cancelled. In addition, PlantMe may (i) keep the calendar for the Listing unavailable or blocked for the dates of the cancelled booking, and/or (ii) impose a cancellation fee, unless the Host has a valid reason for cancelling the booking pursuant to PlantMe's Extenuating Circumstances Policy or has legitimate concerns about the PlantMe User's behaviour.

In certain circumstances, PlantMe may cancel a pending or confirmed booking on behalf of a Host or PlantMe User and initiate corresponding refunds and payouts. This may be for reasons set forth in PlantMe's Extenuating Circumstances Policy or for the reasons set out in Section 15 of these Terms. Where PlantMe cancels a booking, PlantMe will, notify Members and provide the reasons for such a measure, unless such notification would (i) prevent or impede the detection or prevention of fraud or other illegal activities, (ii) harm the legitimate interests of other Members or third parties, or (iii) contravene applicable laws. You may appeal a cancellation by contacting customer service.

If a PlantMe User who books a Plot suffers an Issue as defined in the PlantMe User Refund Policy, PlantMe may determine to refund the PlantMe User part or all of the Total Fees in accordance with the PlantMe User Refund Policy.

If a PlantMe User or PlantMe cancels a confirmed booking, and the PlantMe User receives a refund in accordance with the PlantMe User Refund Policy, Extenuating Circumstances Policy , or the applicable cancellation policy set by the Host and mentioned in the Listing, after the Host has already been paid, PlantMe Payments will be entitled to recover the amount

of any such refund from the Host, including by subtracting such refund amount out from any future Payouts due to the Host.

Listing Plots:

Any Listing you post and the booking of, or a PlantMe User's renting of a Plot shall (i) not breach any agreements you have entered into with any third parties, such as landlord tenancy agreements, rental agreements, Building Management agreement, or other agreements, and (ii) comply with all applicable laws, Tax requirements, and other rules and regulations (including having all required rights, licenses and registrations).

Terms specific for PlantMe Users

Terms applicable to all bookings

Subject to meeting any requirements (such as completing any verification processes) set by PlantMe and/or the Host, you can book a Listing available on the PlantMe Platform by following the respective booking process. All applicable fees, including the Payment Fee, PlantMe Fee and any applicable Taxes (collectively, "Total Fees") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your PlantMe Account.

Upon receipt of a booking confirmation from PlantMe, a legally binding agreement is formed between you and your Host, subject to any additional terms and conditions of the Host that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. PlantMe Payments will collect the Total Fees at the time of the booking request or upon the Host's confirmation pursuant to the Payments Terms. For the majority bookings, PlantMe Users may be required to pay in multiple instalments. We reserve the right to offer discounts to Members that elect to pay multiple instalments in one transactions of PlantMe Payments.

If you book a Host Service on behalf of additional PlantMe Users, you are required to ensure that every additional PlantMe User meets any requirements set by the Host, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Host. If you are booking for an additional PlantMe User who is a minor, you represent and warrant that you are legally authorised to act on behalf of the minor. Minors may only participate in an Experience, Event or other Host Service if accompanied by an adult who is responsible for them.

#### 4.4 Comply with our policies

Specific terms: We have a list of Items that are banned or restricted. Please check them out before listing.

Delivery or pick-up: You must promptly ship, post or deliver a sold Item to the successful buyer, or arrange pick-up with the successful buyer, when payment has been made. Unless you and the buyer agree otherwise, you are responsible for ensuring the Item arrives in the condition as described in the Listing.

#### 4.5 Respond to our reasonable requests

We may contact you to request further information about your Listings, if we need to. For example, we may ask you to provide some proof that an item is in your possession, or that an Item meets any relevant safety standards or laws.

#### 4.6 We work to ensure our marketplace is stocked with relevant goods

We want our marketplace to be stocked with relevant goods, that there is Member demand for and we may cap your number of listings or suspend sellers to help achieve this. For example, we may suspend Sellers whose sell-through rate is too low.

### 5. Buying

#### 5.1 Our payment products and Buyer Protection

If you buy or sell online, using Stripe, Buyer Protection applies. If you use one of these payment methods to purchase an Item, and wish to request a chargeback from your card issuer or bank, instead of seeking a refund under our Buyer Protection Policy, you should let us know and (subject to the specific terms of the relevant payment method) try to resolve the issue with the Seller first.

#### 5.2 Paying by credit card

While we help facilitate payment for some Items by credit card, we simply pass on payments made by one Member to another and we aren't involved in the transaction itself. Sellers are responsible for any refunds.

We have systems in place to reduce the risk of credit card fraud, but we're not responsible for protecting you from credit card fraud. Our fraud protection systems may block legitimate credit card payments from time-to-time. We understand this can be frustrating but hope you'll understand that the cause is worthwhile. If we block your legitimate credit card payment, you'll need to pay by other means.

### 6. Feedback

Feedback is provided to facilitate trading between Members, and helps us to ensure a great experience for all Members.

We take feedback seriously and we hope you do too. The feedback you provide on other Members must not contain offensive, defamatory or retaliatory language or content. What's 'offensive'? We mean anything we find offensive, in our opinion. We'll remove any infringing feedback that we become aware of, but we hope that you'll be considerate and constructive .

Any feedback should relate to the specific transaction and not any other transaction.

## 7. Resolving problems

### 7.1 Disputes with a trade or another Member

You agree to try to resolve any disputes you have with other Members directly with them.

We do try to offer help and information where we can, especially if our Buyer Protection applies, but please keep in mind that we're not a party in any transaction between you and another Member, and there's only so much we can do.

Because we care about our Members' privacy, if you're taking a dispute with another Member to the Disputes Tribunal or other tribunal or committee, we'll only release that Member's details if you sign a statutory declaration. See our privacy policy for more information.

### 7.2 Disputes with us or our Service

If you have a dispute with us, please get in touch and we'll try to resolve it informally. If we need to contact you about a dispute, we'll use the last email address you gave us or any other reasonable method. If we haven't been able to resolve a dispute informally, either party can look to resolve a dispute or seek any remedy available through any legal method available.

The Commerce Commission is responsible for enforcing a number of consumer laws, including the Fair Trading Act (which prohibits false and misleading behaviour). If you have a complaint about PlantMe being misleading, you can refer it to the Commission.

The Advertising Standards Authority is a self-regulating body for the advertising industry, dedicated to ensuring advertising is socially responsible, truthful, and not misleading. If you have concerns about any PlantMe advertising, you can submit these to the ASA.

PlantMe is proudly Kiwi and these Terms are governed by the laws of New Zealand. If there's a dispute, it will be resolved in New Zealand.

### 7.3 Our Services and system may not always be available

We work hard to ensure the security and performance of our Services but we don't guarantee that our Services will be 100% secure, uninterrupted or error-free. We provide our Services on an 'as is' basis, without any warranty of any kind. That means your use of our Services is

at your own risk. It also means that we exclude and disclaim all implied warranties, to the extent that we legally can, such as fitness for purpose, merchantability and non-infringement.

If you are using our Services for a personal purpose, then nothing in our Terms limits any consumers' legal rights that may not be waived or limited by contract.

Any information or advice that we may give you regarding or during your use of our Services is also subject to the disclaimers in these Terms and won't create any warranty that isn't expressly given in these Terms.

#### 7.4 Our liability to you is limited

To the maximum extent permitted by law, you assume full responsibility for any loss or damage that results from your use of the Site and Services. We won't be liable to you or any other person in connection with the Services, this Site, your use of the Services or Site, or another Member's acts or omissions, whether for negligence, breach of contract, breach of statutory duty or otherwise. We won't be liable for anything that is outside of our reasonable control. We won't be liable for any loss or damage, whether direct or indirect. For example, we won't be liable for loss of profits, loss of business or anticipated savings, general or special damages, or consequential or incidental loss.

We're not a party in any transactions between Members

As mentioned in clause 1.1 of these Terms, other than providing our Site as a venue, we don't take any part in the sale or purchase of Items on our Site, nor are we involved with the provision of Member Services. All transactions and other contact between you and other Members is entirely at your risk.

That means that we aren't liable or responsible for:

1. any Member Services that are offered or provided;
2. the safety, quality or legality of any Items or Member Services that are listed on the Site, or the accuracy or truth of any Listings;
3. any guarantees or assurances that a Seller has made regarding a Member Service or Item they have listed, including any implied warranties.

Plus it means that we give no guarantee or warranty:

1. that any Item or Member Service listed on our Site will meet your requirements or expectations;
2. in relation to Items listed or sold on the Site; or
3. that any information posted on our Site, including feedback, is error-free or reliable.

In any transaction, your relationship is with the other Member, not with PlantMe (for the most part).

We're not responsible for Member conduct on our Site

We don't control our Members (and wouldn't want to, that's creepy!), nor do we pre-screen every Listing, feedback or other communication before it's posted on our Site. Because of this, we take no responsibility for any misconduct of our Members. For example, we are not liable if:

1. a Member has registered under false pretences or has attempted to defraud you;
2. a Listing is inaccurate or untrue, or if the Seller doesn't have the right to sell the Item to you (e.g. if they don't own the Item);
3. a buyer fails to complete a transaction, including where they pay (or have tried to pay) by credit card.

Despite this, we may be able to assist you through some of our policies.

#### Other advertising on PlantMe

Responsibility for the content of advertisements appearing on our Site (including links to advertisers' own websites) rests solely with the advertisers. The placement of these ads on our Site doesn't mean that we endorse or recommend the product or service. Each advertiser is solely responsible for any representation made in connection with its advertisement.

#### 7.5 We have broad rights and remedies if our terms are breached

Without limiting any other rights and remedies available to PlantMe, we may limit your activities on the Site, remove your bids, Listings or other content, warn other Members of your actions, issue a warning to you, suspend or terminate your membership, or refuse to provide our Services to you (and your affiliates), if you breach our Terms, or where we consider it appropriate.

If we don't immediately take action on a breach of these Terms, that doesn't mean we're giving up any rights to do so and we can take action later.

#### 7.6 You agree to hold us harmless in the event you cause us loss

You agree to indemnify us and hold us harmless against any claim made by yourself or any third party that is in any way related to: (a) your access to or use of our Service; (b) your failure to complete a transaction; (c) your sale or attempted sale of an Item prohibited; (d) your breach of these Terms; or (e) any content or Item that you submit, post, transmit or make available through our Services. Your indemnity under this clause covers all losses, damages or expenses (including legal costs) that we may suffer or incur.

### 8. About our Terms

#### 8.1 The Terms cover our Services and include Specific Terms

These terms, our privacy policy and all terms and policies posted on our Site govern your use of our Services, and are the Terms that we offer our Services to you. Please read them carefully.

The Terms make up the entire agreement between us in relation to our Services and apply instead of any prior version of any of the Terms. Where there's a conflict between these Terms and any Specific Terms, the Specific Terms will take priority to the extent of the conflict.

By browsing our Site, using our Services or registering as a Member of PlantMe you're agreeing to these Terms. If you don't accept our Terms, you must immediately stop using our Services or browsing our Site.

## 8.2 How to read our Terms

Headings are provided only to make these Terms easier to read and understand. The fact that we wrote these Terms won't affect their interpretation.

We have provided examples in these Terms to help explain what we mean. Where we have provided examples, or where we say 'includes' or 'including', the examples given may not be all possible examples.

If it turns out that part of these Terms aren't enforceable, then that part will be removed or edited as little as possible, and the rest of the Terms will continue to apply.

Some words used in these Terms have special meanings. We have set these out below:

Item(s) means goods that are bought or sold on PlantMe.

Listing means a listing on the Site through which you offer, gift, buy, sell or advertise any term

Member means a registered user of PlantMe.

Member Service(s) means a trade or other service that has been advertised by a Member in the services category on our Site.

Seller includes any person placing a Listing for the sale of an Item.

Services means any one or more of the services offered by PlantMe or PlantMe's wholly owned subsidiaries, from time to time, advertising and any other service that PlantMe may offer.

Site means any PlantMe website or application through which the Services are offered.

Specific Terms means any other terms, conditions or policies which apply to your use of our Services and that are posted on our Site or otherwise communicated to or agreed with you in writing.

Terms means these terms and conditions, our privacy policy and all terms and policies posted on our site.

We, us, our and PlantMe are a reference to PlantMe.

You and your are a reference to you.

### 8.3 We can change our Terms on notice

We may update these Terms from time to time by a site announcement or other notice. For significant changes we may notify you directly via email. Occasionally urgent changes may be required, but we'll generally give you at least two weeks' notice to give you an opportunity to review the changes before they go into effect. Once any updated Terms are in effect, you'll be bound by them if you continue to use our Services. If you don't agree to any updated Terms, you must stop using our Services.

We encourage you to view this page from time to time for the latest Terms.

Still have questions? Send us an email at [info@plantme.io](mailto:info@plantme.io)