



# Terms of Service (v2.0)

## 1. Who we are and how these terms work

These Terms of Service (“Terms”) form the agreement between you and **CatchmentAI Limited** (“we”, “us”, or “our”). CatchmentAI Limited is a company registered in England and Wales (company number **16706050**) with its registered address at **Lodwick, High Street, Monxton, Andover, England, SP11 8AW**.

By creating an account or using our **Services** (meaning the online tools, information and features we make available to you) you agree to these Terms.

If you are using the Services on behalf of a business or farm, you confirm you have authority to do so.

If you have signed a separate **Customer Agreement** with us, that document sets out the commercial terms for your subscription (including fees, duration, and what you have purchased). If there is any inconsistency between these Terms and that agreement, the Customer Agreement will take priority for the parts it covers.

These Terms apply to your use of the Services, which may evolve and improve over time.

## 2. What we provide

We provide the Services to help you understand weather and related risks so you can plan your farm operations. The Services may include forecasts, risk indicators, tools, and other information we make available online.

We aim to keep the Services available and working well, but from time to time we may update, change or improve them. Features may be added, removed or adjusted as the platform develops.

We may also rely on data from third parties (such as national meteorological services or other data providers). We do not control this data, and it may change or become unavailable without notice.

We will take reasonable steps to provide the Services with skill and care.

### **3. How you may use the Services**

You may use the Services for your own farming or business operations. You must keep your account details secure and make sure anyone using your account follows these Terms.

You must not:

- use the Services in a way that is unlawful or harmful;
- try to disrupt, overload or interfere with the Services;
- copy, resell or provide the Services to others without our permission;
- use the Services to build or train competing products.

Your use of the Services must be reasonable. If your use is excessive or affects the performance or reliability of the Services for others, we may limit or suspend your access.

We may suspend or restrict access to the Services if we reasonably believe there is a security risk, misuse, or breach of these Terms.

### **4. What we don't promise**

Weather and environmental conditions are uncertain by nature. We provide the Services to help you understand likely conditions and risks, but we cannot guarantee that forecasts, indicators or other information will always be accurate or match what actually happens.

The Services are decision-support tools. They do not replace your own judgment, experience, or any professional advice you choose to take. You remain responsible for decisions you make, including when to drill, spray, harvest or carry out any other farm operations.

We are not responsible for:

- losses or costs you incur because actual weather differs from what was shown in the Services;
- decisions you make or actions you take based on the Services;
- any results, yields, savings or outcomes you may or may not achieve.

Nothing in these Terms limits any rights you have under the law or excludes anything we legally cannot exclude.

## 5. Fees and subscriptions

You agree to pay the fees set out in your **Customer Agreement**. That agreement explains your subscription plan, billing cycle and any other commercial terms.

Fees are normally charged in advance for each billing period and are non-refundable unless required by law or unless your Customer Agreement states otherwise.

If you do not pay the fees when they are due, we may suspend or limit your access to the Services until payment is made.

We may change our fees for future subscription periods. If we do, we will give you notice, and you can choose whether to continue your subscription.

## 6. Data, privacy and changes to the Services

We handle personal data in line with our **Privacy Policy**, which explains the types of data we collect, how we use it, and your rights. By using the Services, you agree to us handling personal data as described in that policy.

If we process personal data on your behalf (for example, details of your staff or contractors), we will do so as a processor and you will remain the controller of that data. Where required, your **Customer Agreement** may include additional data protection terms.

We may update or improve the Services from time to time. This may include adding new features, changing existing ones, or releasing new products. These changes may be made without notice. Using the Services does not give you any right to continued availability of any particular feature, tool, or product.

We may use aggregated or anonymised information to improve the Services, develop new features, and support research or analysis. This information will not identify you or your farm.

## **7. Limits on our responsibility**

Nothing in these Terms excludes or limits any liability we cannot legally exclude or limit, such as liability for fraud or for death or personal injury caused by our negligence.

Other than those situations, our responsibility to you is limited as follows. We do not promise that forecasts, risk indicators or other information will always be accurate, complete or available. You are responsible for the decisions you make and the actions you take, and we are not responsible for any losses or costs you incur from farming decisions or operational choices, even if you used the Services to help make them. We are not liable for lost profits, lost yield, wasted inputs, downtime, or any indirect or consequential losses.

Our total liability to you for all claims in any 12-month period will not be more than the total fees you paid to us in that period (or £100 if you are using the Services without charge).

You agree to take reasonable steps to reduce the risk of loss, including using your own judgment and any other information or advice you choose to rely on.

## **8. Ending or suspending the Services**

You can end your subscription at any time by telling us. Your access will continue until the end of your current billing period, unless your Customer Agreement sets out a different notice period.

We may suspend or end your access to the Services if you do not pay the fees when they are due, if you seriously or repeatedly misuse the Services, or if we reasonably believe there is a security or legal risk in continuing to provide them. We will normally try to give you notice before doing so, unless the situation is urgent.

When your subscription ends, your access to the Services will stop. We may keep some information after that point if we need it for legal, accounting or operational reasons, but will delete or anonymise it when no longer required.

## **9. General terms**

These Terms and your Customer Agreement make up the entire agreement between you and us for your use of the Services. If any part of these Terms is found to be invalid or unenforceable, the rest will still apply.

We may update these Terms from time to time to reflect changes to the Services or to the law. If we make a significant change, we will let you know. Continuing to use the Services after the updated Terms take effect means you accept them.

Neither you nor we can transfer or assign any rights or obligations under these Terms without the other party's permission, except that we may do so if our business or the Services are transferred to another company.

No one else has any rights under these Terms.

Sometimes events happen that are outside our reasonable control. If they do, we are not responsible if we cannot provide the Services or if they are disrupted as a result.

These Terms are governed by the laws of **England and Wales**, and disputes will be resolved by the courts of England and Wales.