# **Aurigraph AUREX Terms and Conditions**

**Effective Date:** May 1, 2025

**Preamble**

These Terms and Conditions ("Terms," "Agreement") govern the access to and use of the AUREX Platform and associated Mobile Application (collectively, the "Platform" or "Services") provided by Aurigraph Solutions Pvt. Ltd. (referred to herein as "Aurigraph," "Company," "We," "Us," or "Our"). The Platform is designed to offer services related to agricultural data management, including but not limited to drone-based sensing, Alternate Wetting and Drying (AWD) management support, and carbon accounting data collection and reporting functionalities.1

These Terms apply to all individuals and entities who access or use the Platform, including Farmers, Field Agents, Supervisors, and Local Partners (each a "User," "You," or "Your").

BY REGISTERING FOR AN ACCOUNT, DOWNLOADING THE MOBILE APPLICATION, ACCESSING, OR USING THE PLATFORM IN ANY MANNER, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS AND THE AURIGRAPH PRIVACY POLICY [Insert Link to Privacy Policy], WHICH IS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE PLATFORM.51 YOUR AGREEMENT IS CONFIRMED THROUGH ACTIONS SUCH AS CLICKING AN "I AGREE" BUTTON OR CHECKBOX, OR THROUGH YOUR CONTINUED USE OF THE SERVICES FOLLOWING NOTIFICATION OF THESE TERMS.54

**1. Introduction and Acceptance of Terms**

* **1.1 Scope:** These Terms govern Your access to and use of the AUREX Platform, encompassing the website located at, the AUREX mobile application available on, any associated Application Programming Interfaces (APIs), data, algorithms, models, content, reports, notifications, support services, and any other functionalities or services provided by Aurigraph in connection with the AUREX Platform.51
* **1.2 Definitions:** For the purposes of this Agreement, the following terms shall have the meanings ascribed below:
  + **"AUREX Platform" or "Platform":** Refers to the SaaS platform, mobile application, APIs, and related services provided by Aurigraph.
  + **"Mobile Application":** Refers to the specific software application provided by Aurigraph for use on mobile devices to access certain Platform features.
  + **"User":** Any individual or entity accessing or using the Platform, including Farmers, Field Agents, Supervisors, and Local Partners.
  + **"Farmer":** A User, typically an individual grower or farm entity, who registers to manage their farm data, view reports, and potentially participate in programs like carbon farming or AWD management facilitated by the Platform.
  + **"Field Agent":** A User authorized to collect field data (including via drone or sensors) using the Platform, typically via the Mobile Application, under the direction of a Supervisor or Aurigraph.
  + **"Supervisor":** A User authorized to oversee Field Agents, validate collected data, generate reports, and manage specific operational aspects of the Platform within a designated scope.
  + **"Local Partner":** An entity or individual authorized by Aurigraph to perform specific functions such as user onboarding, local support, or regional coordination related to the Platform. Their relationship with Aurigraph may be governed by a separate agreement.
  + **"User Content":** Any data, information, text, images, farm boundaries, practice details, or other materials uploaded, submitted, or otherwise provided by a User to the Platform. This is distinct from Platform Data.
  + **"Platform Data":** Any data, insights, reports, analyses, models, algorithms, or aggregated/anonymized datasets generated by Aurigraph through the operation of the Platform, including processed sensor data, carbon estimations, and AWD predictions.
  + **"Personal Data":** Any data about an individual who is identifiable by or in relation to such data, as defined under the DPDPA.
  + **"Intellectual Property Rights":** Includes patents, copyrights, trademarks, service marks, trade names, domain names, trade secrets, know-how, database rights, design rights, and any other intellectual or industrial property rights, whether registered or unregistered, and all applications thereof.
  + **"DPDPA":** The India Digital Personal Data Protection Act, 2023, and any subsequent amendments or implementing rules.
  + **"AWD":** Alternate Wetting and Drying, a water management technique for rice cultivation.4
  + **"Carbon Accounting Data":** Data related to farm management practices, inputs, soil characteristics, biomass, and greenhouse gas emissions or removals used for calculating carbon footprints or sequestration potential.1
  + **"MRV":** Monitoring, Reporting, and Verification, processes used typically in the context of carbon markets or sustainability programs.2
* **1.3 Agreement to Terms:** Your access to and use of the Platform is expressly conditioned upon Your acceptance of and compliance with these Terms. By completing the registration process, downloading the Mobile Application, or using any part of the Services, You signify Your binding agreement to these Terms and the incorporated Aurigraph Privacy Policy.51 If You are using the Platform on behalf of an organization or entity, You represent and warrant that You have the authority to bind that entity to these Terms, and in such case, "You" and "Your" will refer to that entity.78
* **1.4 Eligibility:** You must be at least 18 years of age or the age of legal majority in Your jurisdiction to enter into this Agreement and use the Platform.52 If You are under the age of 18, You may only use the Platform with the consent and supervision of a parent or legal guardian who agrees to be bound by these Terms, particularly concerning the processing of children's data under the DPDPA.79 You represent that You have the legal capacity and authority to agree to these Terms and, if applicable, to bind the entity You represent.53 Use of the Platform may be subject to certain geographical restrictions or compliance requirements.
* **1.5 Modifications to Terms:** Aurigraph reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material, We will provide reasonable notice prior to any new terms taking effect, which may be provided via email associated with Your account, through an in-Platform notification, or by posting the updated Terms on our website.52 What constitutes a material change will be determined at Our sole discretion. It is Your responsibility to review these Terms periodically for changes.52 Your continued access or use of the Platform after any such modifications become effective constitutes Your binding acceptance of the revised Terms.76 However, should modifications materially alter the way Your Personal Data is processed under the DPDPA, Aurigraph may be required to obtain Your renewed specific and informed consent before such changes apply to Your data, ensuring ongoing compliance with consent requirements.79 Reliance solely on continued use as acceptance for significant data processing changes may not suffice under DPDPA's emphasis on explicit, informed consent prior to processing.

**2. User Accounts and Registration**

* **2.1 Account Creation:** Access to and use of certain features of the AUREX Platform requires You to register and create a user account ("Account"). The registration process may differ depending on the designated User Role (Farmer, Field Agent, Supervisor, Local Partner) and may require specific information relevant to that role.53 You agree to provide the information requested during the registration process accurately and completely.
* **2.2 Accurate Information:** You represent and warrant that all information You provide during the registration process and maintain in Your Account profile is true, accurate, current, and complete. You agree to promptly update Your Account information as necessary to maintain its accuracy.53 Providing false, inaccurate, outdated, or incomplete information may result in the suspension or termination of Your Account and access to the Platform, and may also constitute a violation of duties under applicable law, such as the DPDPA's requirement for data principals not to furnish false particulars.85
* **2.3 Account Security:** You are solely responsible for safeguarding the confidentiality of Your Account credentials, including Your username and password. You must not share Your credentials with any third party.53 You are fully responsible and liable for any and all activities that occur under Your Account, whether or not You have authorized such activities.92 You agree to notify Aurigraph immediately in writing of any suspected or actual unauthorized use of Your Account or password, or any other breach of security.53 Aurigraph cannot and will not be liable for any loss or damage arising from Your failure to comply with these security obligations.
* **2.4 Account Types and Permissions:** The Platform utilizes different Account types corresponding to User Roles (Farmer, Field Agent, Supervisor, Local Partner). Each Account type is associated with specific access rights, permissions, functionalities, and data visibility within the Platform. These role-based distinctions are necessary for the operational structure of the Services and are further detailed in Section 4 of these Terms.

**3. License Grant and Use Restrictions**

* **3.1 License Grant:** Subject to Your compliance with these Terms, Aurigraph grants You a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the AUREX Platform and, if applicable, download and install the Mobile Application on devices You own or control, solely for Your internal business operations or personal farm management purposes (as applicable to Your User Role).51 This license is for the purpose of enabling You to use and enjoy the benefit of the Services as provided by Aurigraph, in the manner permitted by these Terms. This grant constitutes a license to use the software and services, not a transfer of title or ownership.52
* **3.2 General Prohibitions:** In connection with Your use of the Platform, You agree that You will not, and will not permit any third party to, engage in any of the following prohibited activities:
  + Use the Platform for any purpose that is unlawful, fraudulent, harmful, or violates any applicable local, state, national, or international law or regulation, including but not limited to the DPDPA.52
  + Copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or otherwise attempt to derive or discover the source code, object code, underlying structure, ideas, or algorithms of the Platform or any part thereof, except to the extent expressly permitted by applicable law.54
  + Create derivative works based upon the Platform or any Platform Data.97
  + License, sublicense, sell, resell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or make the Platform available to any third party, other than as expressly permitted by these Terms or Your User Role.93
  + Remove, alter, or obscure any copyright, trademark, or other proprietary rights notices contained on or within the Platform.54
  + Use any robot, spider, scraper, data mining tool, data gathering or extraction tool, or other automated means to access, acquire, copy or monitor the Platform or any portion thereof, without Aurigraph's express prior written consent.78
  + Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful into the Platform or its systems.52
  + Interfere with, disrupt, damage, or gain unauthorized access to any part of the Platform, the server on which the Platform is stored, or any server, computer, or database connected to the Platform.82
  + Impersonate or attempt to impersonate Aurigraph, an Aurigraph employee, another User, or any other person or entity, or misrepresent Your affiliation with any person or entity.53
  + Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by Aurigraph, may harm Aurigraph or Users of the Platform or expose them to liability.82
  + Use the Platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights.
  + Attempt to circumvent any security measures or access controls implemented by Aurigraph.

Specific prohibitions tailored to User Roles may apply, as detailed in Section 4. Violation of these prohibitions may result in immediate suspension or termination of Your Account and access to the Platform.77

**4. Role-Specific Rights, Responsibilities, and Permitted Uses**

This section details the specific rights, responsibilities, permitted uses, and restrictions associated with each primary User Role within the AUREX Platform. These roles are designed to facilitate the core functions of the Platform, such as AWD monitoring and carbon accounting MRV, which often involve a collaborative workflow between different user types.1 The accuracy and utility of the Platform's outputs depend on the diligent performance of responsibilities by each User in the chain (e.g., Agent data collection impacts Farmer reports).2 Therefore, adherence to these role-specific terms is critical for the effective functioning of the Services and for maintaining data integrity.

* **4.1 Farmers:**
  + **Rights:**
    - Access and view data pertaining to their registered farm(s) via the Platform dashboard, including field boundaries, cropping history, soil information (if available), AWD status indicators 4, water level data 4, carbon accounting metrics (e.g., estimated soil organic carbon levels, methane emission estimates) 1, biomass estimates 5, and other reports or insights generated by the AUREX Platform based on collected data.1
    - Input, update, and manage their farm profile information, including field boundaries and historical management practices, as required by the Platform.
    - Provide, manage, review, and withdraw consent for the processing of their Personal Data and farm data in accordance with the DPDPA and the Aurigraph Privacy Policy.79
    - Participate in specific programs offered through the Platform (e.g., carbon farming programs, sustainable sourcing initiatives) subject to program-specific terms and eligibility criteria.1
    - Communicate with assigned Field Agents, Supervisors, or Local Partners through designated channels within the Platform, if available.
  + **Responsibilities:**
    - Provide accurate, complete, and timely information regarding their farm operations, including precise field boundaries, historical and current cropping patterns, tillage practices, irrigation methods, fertilizer/input application records, and other management data required for the Platform's functionalities (e.g., baseline setting for carbon accounting).1
    - Maintain the accuracy and completeness of their Account information.53
    - Carefully review and provide informed consent for the collection, processing, and use of their Personal Data and farm data as detailed in the notice provided at the time of consent collection and in the Privacy Policy, understanding the purposes for which data is used (e.g., AWD monitoring, carbon MRV, platform improvement).79
    - Comply with all requirements and protocols of any specific program (e.g., carbon credit generation program) they choose to participate in via the Platform, including adherence to specified agricultural practices.1
    - Adhere to the general use restrictions outlined in Section 3.2.
    - Cooperate reasonably with Field Agents and Supervisors for data collection and verification activities.
  + **Permitted Uses:**
    - Utilize the data, reports, and insights provided by the Platform for making informed decisions regarding their own farm management, resource allocation, and adoption of practices like AWD or regenerative agriculture.29
    - Use the Platform to manage their participation in authorized programs and track progress.
    - Manage their consent preferences through the Platform interface or designated contact channels.
  + **Restrictions:**
    - Prohibited from intentionally providing false, misleading, or inaccurate farm data or management practice information to manipulate Platform outputs (e.g., carbon estimates, AWD compliance).85
    - Prohibited from sharing detailed, non-public reports or raw data generated by the Platform about their farm with unauthorized third parties, except as required for participation in approved programs (e.g., sharing verified carbon reports with credit buyers or program administrators) or as permitted by Aurigraph.
    - Prohibited from attempting to access data related to other farms or users unless explicitly authorized.
* **4.2 Field Agents:**
  + **Rights:**
    - Access the Platform, primarily through the Mobile Application, to receive assigned tasks, view necessary Farmer and field information (e.g., location, crop type, specific data collection protocols) for assigned tasks.
    - Utilize Platform tools for navigation, data entry (manual observations, survey responses), and uploading collected data, including sensor readings, photographs, and data from approved drone flights (e.g., multispectral imagery, LiDAR point clouds).2
    - Communicate with their designated Supervisor(s) through the Platform regarding tasks, issues, or clarifications.
  + **Responsibilities:**
    - Conduct assigned field visits and data collection activities accurately, diligently, and in strict accordance with Aurigraph's specified protocols, methodologies (e.g., for soil sampling, AWD water tube monitoring 19, biomass measurement proxies 5), and quality standards. This includes ensuring proper calibration and operation of sensors and drone equipment.
    - Operate drones safely and in full compliance with all applicable national and local aviation regulations, Aurigraph's operational guidelines, and respecting property boundaries and privacy.
    - Ensure the timely, secure, and complete upload of all collected data to the AUREX Platform.
    - Maintain the security and integrity of data collection devices (e.g., smartphones, tablets, drone controllers) and prevent unauthorized access to collected data.
    - Respect the privacy and property rights of Farmers during field visits, obtaining necessary permissions for access if required beyond standard program agreements.
    - Handle any Personal Data collected incidentally during field activities (e.g., images containing individuals) in accordance with DPDPA principles and Aurigraph's Privacy Policy.
    - Report any operational issues, data discrepancies, equipment malfunctions, safety incidents, or potential protocol violations promptly to their Supervisor.
    - Adhere to the general use restrictions outlined in Section 3.2.
  + **Permitted Uses:**
    - Use the Platform and any provided equipment (drones, sensors) exclusively for the purpose of completing assigned data collection tasks for the Aurigraph AUREX program.
    - Access Farmer and field data only to the extent necessary to perform assigned tasks.
  + **Restrictions:**
    - Strictly prohibited from using any data collected (including imagery, LiDAR scans, sensor readings, location data, Farmer information) for any purpose unrelated to their assigned AUREX tasks.
    - Prohibited from copying, sharing, distributing, or selling collected data to any unauthorized third party.
    - Prohibited from modifying or tampering with collected data before or during upload, except for standard processing steps defined by Aurigraph protocols.
    - Prohibited from operating drones or other equipment in a manner that violates regulations, safety protocols, or invades privacy.
* **4.3 Supervisors:**
  + **Rights:**
    - Access the Platform dashboard with privileges to oversee the activities and data submissions of assigned Field Agents.
    - View, review, and perform validation checks on data submitted by Field Agents, comparing it against quality criteria, expected ranges, historical data, or other validation metrics defined by Aurigraph or relevant third-party standards (e.g., carbon registry protocols).1
    - Approve, reject, or request corrections for submitted data based on validation outcomes.
    - Generate aggregated reports, summaries, or analyses based on validated data within their scope of responsibility, as permitted by Platform functionality and Aurigraph policy.
    - Assign, schedule, and manage data collection tasks for their assigned Field Agents through the Platform.
    - Potentially manage certain user access controls or permissions for Field Agents within their designated region or team, subject to Aurigraph's overall administration.
    - Communicate with Field Agents, and potentially Local Partners or Farmers, via authorized Platform channels regarding data quality, task management, or operational matters.
  + **Responsibilities:**
    - Ensure the quality, integrity, and timely validation of data collected by supervised Field Agents, adhering strictly to Aurigraph's validation protocols and any applicable external standards (e.g., GHG Protocol guidelines 56, carbon registry requirements 1).
    - Monitor Field Agent performance, adherence to protocols, and compliance with these Terms and Aurigraph policies.
    - Maintain the confidentiality and security of all data accessed through the Platform, particularly sensitive Farmer data or unvalidated field data.
    - Report any identified systemic data quality issues, significant anomalies, potential fraud, or major operational problems to the designated Aurigraph contact.
    - Adhere to the general use restrictions outlined in Section 3.2 and all data handling policies.
  + **Permitted Uses:**
    - Utilize the Platform's tools and functionalities solely for managing data collection workflows, performing data validation, generating authorized reports, overseeing assigned Field Agents, and fulfilling other supervisory duties as defined by Aurigraph.
  + **Restrictions:**
    - Prohibited from approving data that clearly fails validation checks or overriding established validation protocols without proper justification, documentation, and potentially higher-level approval as required by Aurigraph.
    - Prohibited from accessing or attempting to access data or supervise agents outside their designated scope of responsibility.
    - Prohibited from sharing raw, unvalidated, or sensitive operational data with unauthorized individuals or entities.
* **4.4 Local Partners:**
  + **Rights:**
    - Access designated sections or modules of the AUREX Platform specifically designed to support their authorized functions, which may include user onboarding tools, training materials, support ticket interfaces, or regional performance dashboards (if applicable).
    - Potentially manage certain aspects of User accounts (e.g., initial setup, password resets for supported users) within their defined geographical area or user group, subject to the terms of their separate partnership agreement with Aurigraph and appropriate platform permissions.
  + **Responsibilities:**
    - Facilitate the onboarding process for new Farmers and/or Field Agents in their designated area, ensuring users understand the Platform, agree to these Terms and the Privacy Policy, and provide necessary information accurately, all in accordance with Aurigraph's procedures and DPDPA requirements for handling Personal Data during onboarding.1
    - Provide first-level technical or operational support to local Users as defined in their partnership agreement, directing more complex issues to Aurigraph support channels.
    - Promote the AUREX Platform and its associated programs within their community or region in alignment with Aurigraph's brand guidelines and messaging.
    - Adhere strictly to all operational procedures, data handling protocols (especially concerning Personal Data), and confidentiality requirements set forth by Aurigraph in these Terms and their separate partnership agreement.
    - Comply with all applicable laws and regulations in their activities related to the AUREX Platform.
    - Maintain the confidentiality of any proprietary Aurigraph information or sensitive User data they may access.
  + **Permitted Uses:**
    - Use the authorized Platform tools and resources solely for the purposes of fulfilling their agreed-upon roles in user onboarding, local support, and regional coordination.
    - Access aggregated and anonymized regional performance data or user statistics only if explicitly provided by Aurigraph for the purpose of evaluating their partnership activities.
  + **Restrictions:**
    - Prohibited from accessing or attempting to access detailed, non-aggregated, or Personal Data of Users beyond what is strictly necessary for their authorized onboarding or support functions, unless explicitly permitted by Aurigraph and compliant with DPDPA.
    - Prohibited from making any representations, warranties, or guarantees about the AUREX Platform, its data accuracy, or program outcomes that are not explicitly authorized by Aurigraph in writing.
    - Prohibited from using any Personal Data collected during onboarding or support activities for any purpose other than facilitating the User's registration and use of the AUREX Platform, unless separate, specific consent is obtained from the User in compliance with DPDPA.
    - Prohibited from engaging in any activity that could damage Aurigraph's reputation or undermine the integrity of the AUREX Platform.

The specific legal nature of the relationship between Aurigraph and Local Partners (e.g., independent contractor, agent) will be defined in a separate agreement. However, all Local Partners, when acting as Users of the Platform or interacting with other Users in relation to the Platform, are bound by these Terms and Aurigraph's data handling policies, particularly concerning their obligations towards Farmers and Field Agents regarding data privacy and platform representations.

* **Table 1: User Role Summary**

| **Role** | **Key Responsibilities** | **Permitted Platform Uses** | **Key Restrictions** | **Primary Data Interactions** |
| --- | --- | --- | --- | --- |
| **Farmer** | Provide accurate farm data; Maintain account info; Provide/manage consent (DPDPA); Comply with program rules. | View own farm data & reports; Manage fields & profile; Manage consent; Participate in programs. | No data manipulation; No unauthorized sharing of detailed reports/raw data; No access to other farms' data. | Input (Farm Data), View (Reports) |
| **Field Agent** | Collect data accurately per protocol; Operate drone/sensors safely & legally; Upload data timely; Ensure data security. | Use mobile app for data collection tasks; Access necessary Farmer/field info for tasks; Communicate with Supervisor. | No external use of collected data; No unauthorized data sharing; No data tampering; No violation of drone/safety regulations. | Collect, Input (Field Data) |
| **Supervisor** | Ensure data quality & validation (per standards); Oversee Agent performance & compliance; Maintain data confidentiality. | Oversee Agents; View & Validate Agent data; Generate authorized reports; Assign tasks; Manage regional access (if authorized). | No overriding validation without cause; No access outside scope; No sharing unvalidated/sensitive data. | View, Validate, Manage (Data) |
| **Local Partner** | Onboard users per guidelines; Provide local support; Promote AUREX appropriately; Maintain confidentiality; Comply with laws (inc. DPDPA). | Use onboarding/support tools; Access regional dashboards (if provided); Manage local accounts (if authorized). | No access to detailed user data beyond function; No unauthorized platform representations; No misuse of Personal Data collected during onboarding. | Manage (Users), Support |

**5. Data Handling: Privacy, Security, and Ownership**

Aurigraph recognizes the critical importance of data collected and processed through the AUREX Platform. This section outlines the principles and obligations governing data privacy, security, and ownership.

* **5.1 Data Privacy:**
  + **Compliance:** Aurigraph is committed to processing Personal Data in compliance with all applicable data protection laws and regulations, with a particular focus on the India Digital Personal Data Protection Act, 2023 (DPDPA) for data pertaining to individuals in India.79
  + **Privacy Policy:** All collection, use, disclosure, storage, and protection of Personal Data by Aurigraph is governed by the Aurigraph Privacy Policy [Insert Link], which is hereby incorporated by reference into these Terms. The Privacy Policy provides comprehensive details on Our data practices and Your rights.51 You are encouraged to review the Privacy Policy carefully.
  + **Consent and Notice (DPDPA Focus):** The processing of Your Personal Data by Aurigraph is primarily based on Your consent, obtained in accordance with the stringent requirements of the DPDPA.85 This means consent must be free, specific, informed, unconditional, and unambiguous, signified through a clear affirmative action.79 Before or at the time of seeking Your consent, Aurigraph will provide You with a clear and plain language notice.87 This notice will include, at a minimum: (i) an itemized description of the Personal Data to be collected and processed; (ii) the specific purpose(s) for which the Personal Data will be processed; (iii) information on how You can exercise Your rights under the DPDPA, including the right to withdraw consent; and (iv) details on how You can make a complaint to the Data Protection Board of India.79 This notice will be accessible in English and potentially other languages specified in the Eighth Schedule of the Constitution of India.79 Processing may also occur for certain 'legitimate uses' as defined and permitted under the DPDPA, for which consent may not be required.85 The specific purposes for processing will be detailed in the Privacy Policy and may include providing the core Platform services, supporting AWD management, facilitating carbon accounting, improving the Platform, ensuring security, and complying with legal obligations. Given the varied uses of data within the platform (e.g., service delivery vs. R&D), consent mechanisms will aim for granularity, allowing You to make specific choices about different processing activities involving Your Personal Data where feasible and required by law.79 Bundling consent for distinct purposes will be avoided where specific consent is necessary.88
  + **Consent Withdrawal:** You have the right to withdraw Your consent for the processing of Your Personal Data at any time.79 Aurigraph will provide an easily accessible mechanism (e.g., through Your Account settings or by contacting Our Data Protection Officer) for You to withdraw consent.81 Upon receiving a withdrawal request, Aurigraph will cease processing Your Personal Data for the purpose(s) for which consent was withdrawn within a reasonable timeframe, unless continued processing is required or authorized under the DPDPA or other applicable laws.80 Withdrawal of consent may affect Your ability to use certain features or functionalities of the Platform, and You will be informed of such consequences.81
  + **Data Principal Rights:** As a Data Principal under the DPDPA, You have certain rights concerning Your Personal Data. These include the right to access information about the processing of Your data, obtain a summary of Your processed data 80, request correction of inaccurate or incomplete data, request erasure of Your data under certain conditions 80, the right to grievance redressal 85, and the right to nominate another person to exercise Your rights in case of death or incapacity.80 The process for exercising these rights is detailed in the Aurigraph Privacy Policy and typically involves contacting Aurigraph's designated Data Protection Officer or contact person.79
  + **Purpose Limitation:** Aurigraph will process Your Personal Data only for the lawful purposes specified in the notice provided at the time of consent collection and detailed in the Privacy Policy.81 Data will not be processed for purposes incompatible with those originally specified without obtaining further consent, where required.
  + **Data Minimization:** Aurigraph will limit the collection and processing of Personal Data to what is adequate, relevant, and necessary for the specified purposes.90
  + **Accuracy:** Aurigraph will make reasonable efforts to ensure that Personal Data processed is accurate and kept up to date, particularly if it is likely to be used for decisions affecting the Data Principal or shared with other entities.81 You also have a duty under DPDPA to provide verifiably authentic information when requesting corrections.80
  + **Children's Data:** Aurigraph does not knowingly collect Personal Data from individuals under the age of 18 without obtaining verifiable consent from their parent or legal guardian, as required by the DPDPA.79 If the Platform involves processing children's data, Aurigraph will refrain from any processing likely to cause harm to the child and will not engage in tracking, behavioral monitoring, or targeted advertising directed at children unless specifically permitted by law and appropriate safeguards are in place.79
  + **Data Retention and Erasure:** Personal Data will not be retained for longer than is necessary for the purposes for which it was processed.85 Data will be erased upon withdrawal of consent (unless retention is legally required), when the purpose is fulfilled, or upon a valid erasure request from the Data Principal.79 Specific retention periods may be defined in the Privacy Policy or dictated by program requirements (e.g., carbon project monitoring periods).
  + **Breach Notification:** In the event of a Personal Data breach that is likely to affect Data Principals, Aurigraph will notify the Data Protection Board of India and the affected Data Principals as required by the DPDPA, providing details about the breach and mitigation measures taken.80
* **5.2 Data Security:**
  + **Aurigraph Measures:** Aurigraph implements and maintains reasonable administrative, physical, and technical security safeguards designed to protect the confidentiality, integrity, and availability of all data stored and processed on the AUREX Platform, including Personal Data and User Content.80 These measures may include access controls, encryption of data during transfer 52 and potentially at rest, regular security assessments, data backup procedures 94, and employee training. We strive to protect data from unauthorized access, use, disclosure, alteration, loss, or destruction.
  + **User Responsibilities:** You acknowledge that You play a crucial role in data security. You are responsible for maintaining the confidentiality of Your Account credentials (as per Section 2.3) and for securing the devices (computers, mobile phones, tablets, drone equipment) You use to access the Platform.78 Field Agents, in particular, must ensure the physical and digital security of data collection devices and promptly upload data to minimize local storage risks.
  + **Disclaimer:** While Aurigraph takes reasonable security measures, You acknowledge that no method of transmission over the Internet or method of electronic storage is 100% secure. Therefore, Aurigraph cannot guarantee absolute security of Your data.94 You use the Platform and transmit data at Your own risk.
* **5.3 Data Ownership:**
  + **User Content / Client Data:** As between You and Aurigraph, You retain all ownership rights, title, and interest, including all Intellectual Property Rights, in and to the raw data and content that You submit, upload, or input into the AUREX Platform ("User Content" or "Client Data").51 This includes, for example, farm boundary KML/shapefiles, information about historical or current farming practices entered manually, soil test results uploaded, photographs taken and uploaded by You (excluding those taken by Field Agents as part of the Service), and specific consent preferences You set.
  + **Platform Data / Derived Data:** Aurigraph owns and retains all rights, title, and interest, including all Intellectual Property Rights, in and to the AUREX Platform itself, its underlying software, technology, algorithms, models, databases, documentation, and any data generated by the Platform through the processing of User Content, sensor inputs (e.g., drone imagery, IoT readings collected as part of the Service), or other data sources ("Platform Data").97 This includes, but is not limited to, processed or calibrated sensor data, derived vegetation indices, soil moisture maps, AWD phase predictions, biomass estimations, carbon sequestration calculations, aggregated industry benchmarks, anonymized usage statistics, and any reports, insights, or recommendations generated by the Platform's analytical engines. The distinction between raw User Content and processed Platform Data is crucial; while the inputs may belong to the User, the processed outputs and the methods of processing belong to Aurigraph.
  + **License to Aurigraph for User Content:** You hereby grant Aurigraph a limited, worldwide, non-exclusive, royalty-free, sublicensable (to service providers acting on Our behalf), and transferable license to access, use, host, store, reproduce, process, modify, adapt, publish, transmit, distribute, and display Your User Content solely for the following limited purposes: (a) to provide, operate, maintain, and improve the AUREX Platform and Services for You and other users; (b) to generate Platform Data (ensuring that any publicly shared or commercially used Platform Data derived from Your User Content is aggregated and anonymized such that You or Your specific farm cannot be identified, unless otherwise agreed or required for specific program participation); (c) to fulfill Our contractual obligations to You, including generating reports and insights specific to Your Account; (d) to perform research and development activities to enhance the Platform; (e) to enforce these Terms and prevent misuse; and (f) to comply with applicable laws, regulations, or legal processes.94 This license continues even if You stop using the Services, solely for the purposes of maintaining aggregated/anonymized Platform Data, residual backups, and legal compliance, subject always to Your rights under the DPDPA regarding erasure of Personal Data.

**6. Intellectual Property Rights**

* **6.1 Aurigraph IP:** You acknowledge and agree that the AUREX Platform, the Mobile Application, including all underlying software, source code, object code, algorithms, machine learning models, Platform Data, user interface designs, graphics, documentation, content (excluding User Content), features, functionalities, the Aurigraph name, logos, trademarks, service marks, and all related Intellectual Property Rights, are and shall remain the sole and exclusive property of Aurigraph and/or its licensors.54 These Terms do not grant You any rights, title, or interest in or to the Aurigraph IP, except for the limited license expressly granted in Section 3.1.
* **6.2 User Content IP:** Subject to the limited license granted to Aurigraph in Section 5.3, You retain ownership of and all Intellectual Property Rights in Your User Content.94 You are solely responsible for the legality, accuracy, and appropriateness of Your User Content and for securing any necessary rights or permissions to use and submit it to the Platform.
* **6.3 Feedback:** If You choose to provide Aurigraph with any feedback, comments, suggestions, ideas, or improvements regarding the Platform or Services ("Feedback"), You hereby grant Aurigraph a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive, sublicensable, and transferable license to use, reproduce, modify, adapt, distribute, display, perform, and otherwise exploit such Feedback for any purpose, without any obligation, restriction, or compensation to You. You agree that any Feedback provided is non-confidential and that Aurigraph is free to use it without restriction.
* **6.4 Restrictions:** You agree not to copy, imitate, modify, distribute, sell, or lease any part of Aurigraph's IP.97 You shall not use the Platform or Platform Data for any purpose not expressly permitted by these Terms, including developing competing products or services, or for unauthorized commercial gain derived from Aurigraph's proprietary analyses or reports.

**7. Fees and Payment (If Applicable)**

*(Note: This section should be customized based on Aurigraph's specific business model. If the service is entirely free, this section might state that clearly or be omitted. The following are standard clauses if fees apply.)*

* **7.1 Subscription Fees and Charges:** Certain features, functionalities, user roles, or participation in specific programs (e.g., premium analytics, carbon program enrollment) on the AUREX Platform may require the payment of fees, either on a recurring subscription basis (e.g., monthly, annually) or per-use basis, as detailed on the Aurigraph website, within the Platform, or in a separate service order or agreement.51 Available subscription plans, their associated features, and pricing tiers will be clearly presented.
* **7.2 Payment Terms:** You agree to pay all applicable fees and charges associated with Your selected plan or service in a timely manner.55 Fees are typically billed in advance for subscription periods.51 Payment methods accepted will be specified (e.g., credit card, bank transfer).76 If You provide credit card information, You authorize Aurigraph (or its third-party payment processor) to charge such credit card for all fees due under Your Account.109 Failure to make timely payments may result in suspension or termination of Your access to paid features or the entire Platform.54 Late payments may accrue interest at a specified rate or be subject to collection costs.55
* **7.3 Taxes:** All fees are exclusive of applicable taxes, levies, duties, or similar governmental assessments, including value-added tax (VAT), Goods and Services Tax (GST), sales tax, use tax, or withholding taxes, assessable by any jurisdiction (collectively, "Taxes").109 You are responsible for paying all Taxes associated with Your purchases hereunder. If Aurigraph has the legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount shall be invoiced to and paid by You, unless You provide Aurigraph with a valid tax exemption certificate authorized by the appropriate taxing authority.
* **7.4 Price Changes:** Aurigraph reserves the right to change the fees or applicable charges and to institute new charges for the Services or any part thereof upon reasonable prior notice to You, which may be sent by email or posted on the Platform. Such changes will typically take effect at the start of the next renewal term for subscription services.53 Your continued use of the paid Services after the price change constitutes Your agreement to pay the modified amount.
* **7.5 Refunds:** All fees paid are non-refundable, except as expressly stated otherwise in these Terms, in a separate agreement, or as required by applicable law.76 There will be no refunds or credits for partial months/years of service, upgrade/downgrade refunds, or refunds for unused periods with an open Account.

**8. Disclaimers and Warranties**

* **8.1 General Disclaimer:** THE AUREX PLATFORM, MOBILE APPLICATION, AND ALL ASSOCIATED SERVICES, DATA, CONTENT, AND MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.53 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AURIGRAPH EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT. AURIGRAPH DOES NOT WARRANT THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS, BE ACCURATE, COMPLETE, RELIABLE, SECURE, UNINTERRUPTED, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.
* **8.2 Data Accuracy Disclaimer:** YOU ACKNOWLEDGE THAT AGRICULTURAL AND ENVIRONMENTAL DATA COLLECTION, MODELING, AND ANALYSIS ARE INHERENTLY COMPLEX AND SUBJECT TO UNCERTAINTIES. AURIGRAPH MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, SUITABILITY, OR TIMELINESS OF ANY DATA, CALCULATIONS, ESTIMATES, PREDICTIONS, OR REPORTS PROVIDED THROUGH THE PLATFORM.53 THIS INCLUDES, BUT IS NOT LIMITED TO:
  + Data obtained from sensors, whether ground-based, airborne (drone LiDAR 5, multispectral 13), or satellite-based. Sensor readings can be affected by calibration, environmental conditions, and operational factors.
  + Estimates of Soil Organic Carbon (SOC), carbon sequestration rates, or carbon credits. These are based on models, sampling protocols, and data inputs that have inherent variability and limitations.5
  + Estimates of methane (CH4) emissions or reductions associated with agricultural practices like AWD. Quantification methodologies involve assumptions and potential inaccuracies.2
  + Detection or monitoring of AWD phases, water levels, or soil moisture. Remote sensing and sensor-based monitoring provide estimates and may be affected by factors like cloud cover (for optical sensors) or sensor placement.4
  + Estimations of crop biomass, health status, or yield predictions.5
  + Any data, guidelines, or information sourced from third parties ("Third Party Information") made available through the Platform.94 YOU RELY ON ANY SUCH DATA OR ESTIMATES AT YOUR OWN RISK. AURIGRAPH IS NOT RESPONSIBLE FOR DECISIONS MADE BASED ON PLATFORM DATA. The specificity of these disclaimers reflects the nature of the AUREX platform and the potential for users to rely on its specialized outputs for significant operational or financial decisions, necessitating clear communication about inherent data limitations.2
* **8.3 Platform Availability:** Aurigraph does not warrant that the Platform will be available at all times or that access will be uninterrupted or error-free.51 The Platform may be subject to downtime for maintenance, upgrades, repairs, or due to network or equipment failures, or other events beyond Aurigraph's reasonable control. Aurigraph may offer specific Service Level Agreements (SLAs) regarding uptime to certain enterprise clients under separate agreements.51
* **8.4 No Guarantee of Outcomes:** Aurigraph makes no guarantees regarding any specific results or outcomes from Your use of the Platform. This includes, without limitation, any guarantee of increased crop yields, specific levels of water savings from AWD 11, achievement of particular carbon sequestration targets, successful generation or sale of carbon credits 1, improved soil health, or increased profitability. The Platform provides tools and data to support decision-making, but the ultimate responsibility for farm management practices and outcomes rests with the Farmer or User.
* **8.5 Third-Party Services/Data:** The Platform may integrate with or rely on third-party services, data sources (e.g., weather feeds, satellite base imagery, carbon registries), or software.53 Aurigraph disclaims all responsibility and liability for the accuracy, availability, legality, performance, or security of any such third-party services, data, or integrations. Your use of third-party services may be subject to their respective terms and conditions and privacy policies.

**9. Limitation of Liability**

* **9.1 Exclusion of Indirect Damages:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL AURIGRAPH, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE PLATFORM OR SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT AURIGRAPH HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.51 THIS INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (E) ANY OTHER MATTER RELATING TO THE SERVICE.
* **9.2 Cap on Direct Damages:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AURIGRAPH'S TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE PLATFORM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT OF FEES, IF ANY, PAID BY YOU TO AURIGRAPH FOR ACCESS TO AND USE OF THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; OR (B) ONE HUNDRED U.S. DOLLARS (USD $100.00) OR ITS EQUIVALENT IN LOCAL CURRENCY.51 This cap is set considering both the potential value derived from the service and the inherent risks and uncertainties associated with agricultural data and technology, aiming for a balance between protecting Aurigraph and providing a reasonable recourse for users, particularly where services might influence significant farming or financial decisions.1
* **9.3 Exceptions:** The limitations of liability set forth in this Section 9 shall not apply to the extent prohibited by applicable law, such as liability arising from Aurigraph's gross negligence, willful misconduct, or fraud, or for death or personal injury caused by Aurigraph's negligence.93 Some jurisdictions do not allow the exclusion or limitation of certain types of damages, so some of the above limitations may not apply to You.
* **9.4 Basis of Bargain:** You acknowledge and agree that the warranty disclaimers in Section 8 and the limitations of liability in this Section 9 are reasonable and form an essential basis of the bargain between You and Aurigraph. Aurigraph would not be able to provide the Platform on an economically feasible basis without these limitations.

**10. Indemnification**

* **10.1 User Indemnity:** You agree to defend, indemnify, and hold harmless Aurigraph, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) Your violation of these Terms or Your use of the Platform, including, but not limited to, Your User Content; (b) any use of the Platform's content, services, and products other than as expressly authorized in these Terms; (c) Your violation of any applicable law or regulation; (d) Your violation of any third-party right, including without limitation any Intellectual Property Right, publicity, confidentiality, property, or privacy right; or (e) any dispute or issue between You and any third party, including other Users of the Platform.53 Aurigraph reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, in which event You will cooperate with Aurigraph in asserting any available defenses.

**11. Term, Termination, and Suspension**

* **11.1 Term:** This Agreement shall commence on the date You first accept these Terms (as described in the Preamble and Section 1.3) and shall continue in effect until terminated by either You or Aurigraph as set forth in this Section 11.51 If You subscribe to specific Services for a defined term (e.g., monthly, annually), that subscription term will automatically renew for successive periods of the same duration unless either party gives the other notice of non-renewal before the end of the current term, or unless terminated earlier pursuant to this Agreement.51 The specific notice period required for non-renewal will be communicated at the time of subscription.
* **11.2 Termination by User:** You may terminate this Agreement and close Your Account at any time for any reason by following the account cancellation procedures provided within the Platform interface or by contacting Aurigraph customer support at [Insert Contact Email/Link].51 Termination will be effective upon confirmation by Aurigraph or at the end of the current billing cycle if applicable. Termination does not relieve You of any obligation to pay outstanding fees, if any. No refunds will be provided for termination prior to the end of a subscription term, except as may be required by law.76
* **11.3 Termination or Suspension by Aurigraph:** Aurigraph reserves the right, in its sole discretion, to suspend or terminate Your access to all or part of the Platform, with or without prior notice, for any reason, including, but not limited to:
  + (a) Any breach or violation of these Terms, including the Privacy Policy or any applicable law.51
  + (b) Failure to pay applicable fees when due (if fees apply).54
  + (c) Extended periods of inactivity associated with Your Account.
  + (d) Requests by law enforcement, government agencies, or court order.
  + (e) A decision to discontinue or materially modify the Platform or any part thereof.53
  + (f) The occurrence of unforeseen technical or security issues or problems.54
  + (g) Your engagement in fraudulent, illegal, or abusive activities.53
  + (h) Actions that cause harm or liability to Aurigraph, its other users, or third parties. Aurigraph will generally attempt to provide notice of suspension or termination, but is not obligated to do so, especially in cases of severe violations or security risks.
* **11.4 Effects of Termination:** Upon termination of this Agreement for any reason:
  + (a) The license granted to You under Section 3.1 will immediately cease.54
  + (b) You must immediately cease all access to and use of the Platform and uninstall the Mobile Application from Your devices.
  + (c) Aurigraph may, in its sole discretion, deactivate or delete Your Account and all related information and files in Your Account, including Your User Content, subject to the data retention requirements and Your rights under the DPDPA regarding Personal Data erasure.54 Aurigraph is not liable for any loss or damage resulting from such deletion.
  + (d) Any fees owed to Aurigraph prior to termination will become immediately due and payable.
  + (e) The following sections shall survive termination: Preamble, 1.2 (Definitions), 5 (Data Handling, particularly ownership and licenses for residual use), 6 (Intellectual Property Rights), 8 (Disclaimers), 9 (Limitation of Liability), 10 (Indemnification), 11.4 (Effects of Termination), 12 (Governing Law and Dispute Resolution), and 13 (Miscellaneous).54
* **11.5 Data Retrieval:** Upon Your written request made within following the effective date of termination, Aurigraph will use commercially reasonable efforts to provide You with an opportunity to export or retrieve Your User Content stored in Your Account, in a standard format determined by Aurigraph.54 After this period, Aurigraph may permanently delete Your User Content from its systems, subject to legal and regulatory retention requirements, particularly for Personal Data under DPDPA. Aurigraph reserves the right to charge a fee for data retrieval assistance.

**12. Governing Law and Dispute Resolution**

* **12.1 Governing Law:** This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of India, without giving effect to any choice or conflict of law provision or rule.83 This choice of law is made considering the applicability of the DPDPA and the likely location of a significant portion of the User base (Farmers, Field Agents, etc.) within India, ensuring relevance and facilitating compliance and enforcement.85
* **12.2 Dispute Resolution Mechanism:** The parties agree to attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof (collectively, "Disputes") through good faith negotiation first.
  + **(a) Negotiation:** Either party may initiate negotiations by providing written notice to the other party, describing the subject of the Dispute and the relief requested. The parties shall attempt to resolve the Dispute through informal negotiation within from the date the notice is received.
  + **(b) Arbitration:** If the Dispute cannot be resolved through negotiation within the specified period, the Dispute shall be finally settled by binding arbitration administered in accordance with the Arbitration and Conciliation Act, 1996 of India.
    - The number of arbitrators shall be one (1), mutually appointed by the parties. If the parties cannot agree on an arbitrator within of the demand for arbitration, the arbitrator shall be appointed in accordance with the said Act.
    - The seat, or legal place, of arbitration shall be.
    - The language to be used in the arbitral proceedings shall be English.
    - The award rendered by the arbitrator shall be final and binding on the parties, and judgment thereon may be entered in any court having jurisdiction thereof.
  + **(c) Exception for Injunctive Relief:** Notwithstanding the foregoing, either party shall have the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.
  + **(d) Jurisdiction:** Subject to the arbitration clause above, the parties irrevocably agree that the courts located in shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement. This approach aims to provide a structured and potentially more efficient resolution process while ensuring relevance to the primary operational and legal context in India.

**13. Miscellaneous**

* **13.1 Entire Agreement:** These Terms, together with the Aurigraph Privacy Policy and any other legal notices or terms published by Aurigraph on the Platform or expressly incorporated by reference (such as specific program rules or separate service orders, if applicable), constitute the sole and entire agreement between You and Aurigraph regarding Your use of the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform.95
* **13.2 Severability:** If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.
* **13.3 Waiver:** No waiver by Aurigraph of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Aurigraph to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
* **13.4 Assignment:** You may not assign or transfer this Agreement or any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Aurigraph's prior written consent. Any attempt by You to assign or transfer this Agreement without such consent will be null and void. Aurigraph may freely assign or transfer this Agreement without restriction.55 Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.
* **13.5 Notices:** Any notices or other communications required or permitted hereunder, including those regarding modifications to these Terms, shall be in writing and given by Aurigraph: (i) via email (to the address associated with Your Account); (ii) by posting to the Platform; or (iii) via postal mail to the address associated with Your Account.78 Notices You send to Aurigraph must be sent to the contact address provided below, Attention: Legal Department. Notices are deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid, or 3 business days after the date of mailing if sent by certified mail.
* **13.6 Force Majeure:** Neither party shall be liable to the other for any failure or delay in performing its obligations under this Agreement (except for payment obligations) if such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond a party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities, terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes, restraints or delays affecting carriers, inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage.110 The affected party shall give prompt written notice to the other party, stating the period of time the occurrence is expected to continue, and shall use diligent efforts to end the failure or delay and minimize its effects.
* **13.7 Contact Information:** If You have any questions about these Terms and Conditions, please contact Aurigraph at:  
  Aurigraph D:LT Corp  
  Attn: Legal Department / Data Protection Officer  
  4005 36th St., Mount Rainier, MD 20712 USA  
  info@aurigraph.io+91 9945103337Contact details for the Data Protection Officer are also available in the Aurigraph Privacy Policy.79

#### Works cited

1. Soil Carbon Science and Policy | Indigo Ag, accessed April 30, 2025, <https://www.indigoag.com/carbon/science/advancement>
2. ANALYSIS: 'Next generation' rice methane carbon credits set to ..., accessed April 30, 2025, <https://www.qcintel.com/carbon/article/analysis-next-generation-rice-methane-carbon-credits-set-to-double-in-price-22192.html>
3. Unleash the Power of Carbon Farming in India with Grow Indigo, accessed April 30, 2025, <https://www.growindigo.co.in/>
4. Accurate Water Level Monitoring in AWD Rice Cultivation Using Convolutional Neural Networks - arXiv, accessed April 30, 2025, <https://arxiv.org/html/2412.08477v1>
5. Evaluating LiDAR technology for accurate measurement of tree metrics and carbon sequestration - PMC, accessed April 30, 2025, <https://pmc.ncbi.nlm.nih.gov/articles/PMC11903942/>
6. AgroScout - Detection Done Right, accessed April 30, 2025, <https://agro-scout.com/>
7. Boost Rice Yields with AWD Farming & Smart Satellite Tech - - Farmonaut, accessed April 30, 2025, <https://farmonaut.com/precision-farming/revolutionizing_rice_farming_awd_technology/>
8. EO4CarbonFarming - ESA Space Solutions, accessed April 30, 2025, <https://business.esa.int/projects/eo4carbonfarming>
9. Agriculture Resilience Platform | Regrow, accessed April 30, 2025, <https://www.regrow.ag/>
10. Dimensioning of Wide-Area Alternate Wetting and Drying (AWD) System for IoT-Based Automation - PMC - PubMed Central, accessed April 30, 2025, <https://pmc.ncbi.nlm.nih.gov/articles/PMC8467806/>
11. Rice farming: saving water through Alternate Wetting Drying (AWD) method, Indonesia - FAO Knowledge Repository, accessed April 30, 2025, <https://openknowledge.fao.org/server/api/core/bitstreams/de4695f2-a313-4ef0-b84b-1fb5d088033d/content>
12. Seqana: Leading in Soil Carbon MRV and cost-efficient sampling design, accessed April 30, 2025, <https://www.seqana.com/>
13. Proximal sensing, Drones & Soil - ESDAC - European Commission, accessed April 30, 2025, <https://esdac.jrc.ec.europa.eu/projects/proximal-sensing-drones-soil>
14. AWD Rice Cultivation: Climate-Resilient Farming for the Future - TraceX Technologies, accessed April 30, 2025, <https://tracextech.com/awd-rice-cultivation/>
15. Agriculture Drones | Farming Drone for Crop Monitoring - JOUAV, accessed April 30, 2025, <https://www.jouav.com/blog/agriculture-drone.html>
16. (PDF) Predictive monitoring of soil organic carbon using ..., accessed April 30, 2025, <https://www.researchgate.net/publication/381285571_Predictive_monitoring_of_soil_organic_carbon_using_multispectral_UAV_imagery_a_case_study_on_a_long-term_experimental_field>
17. Full article: Rapid monitoring of the spatial distribution of soil organic matter using unmanned aerial vehicle imaging spectroscopy - Taylor & Francis Online, accessed April 30, 2025, <https://www.tandfonline.com/doi/full/10.1080/19475683.2024.2360213>
18. Application of UAVs and Remote Sensing Technologies for Atmospheric CO2 Capturing - Journal of Library and Information Science, accessed April 30, 2025, <https://journal.pubmedia.id/index.php/ijgaes/article/download/3348/3275/6844>
19. Saving Water with Alternate Wetting Drying (AWD) - IRRI Rice Knowledge Bank, accessed April 30, 2025, <http://www.knowledgebank.irri.org/training/fact-sheets/water-management/saving-water-alternate-wetting-drying-awd>
20. Progress and Limitations in Forest Carbon Stock Estimation Using ..., accessed April 30, 2025, <https://www.mdpi.com/1999-4907/16/3/449>
21. Greenhouse gases from irrigated rice systems under varying severity of alternate-wetting and drying irrigation - Publication : USDA ARS, accessed April 30, 2025, <https://www.ars.usda.gov/research/publications/publication/?seqNo115=363449>
22. Digital Tech Solutions to Reduce Rice Emissions & Boost Yields - RYNAN Agriculture, accessed April 30, 2025, <https://rynanagriculture.com/news-blogs/green-rice>
23. State of the art in remote sensing monitoring of carbon dynamics in African tropical forests, accessed April 30, 2025, <https://www.frontiersin.org/journals/remote-sensing/articles/10.3389/frsen.2025.1532280/full>
24. Application of remote sensing for monitoring carbon farming: a review - ResearchGate, accessed April 30, 2025, <https://www.researchgate.net/publication/373284969_APPLICATION_OF_REMOTE_SENSING_FOR_MONITORING_CARBON_FARMING_A_REVIEW>
25. Intelligent Drone Monitoring Solution | ZenaDrone Inc., accessed April 30, 2025, <https://www.zenadrone.com/>
26. Revolutionizing Rice Farming: The Power of Alternate Wet and Dry (AWD) Technique and Farmonaut's Satellite Technology, accessed April 30, 2025, <https://farmonaut.com/precision-farming/revolutionizing-rice-farming-the-power-of-awd-and-farmonauts-precision-technology>
27. Farm mapping with drone LIDAR - A Case Study | Engineers With ..., accessed April 30, 2025, <https://www.engineerswithdrones.ie/case-studies/farm-mapping-lidar.php>
28. Carbon farming: practices and assessing - GeoPard Agriculture, accessed April 30, 2025, <https://geopard.tech/blog/measuring-the-carbon-emissions-using-precision-agriculture/>
29. Revolutionizing Sustainable Agriculture: How Precision Technology and Carbon Sequestration Are Shaping the Future of Farming - - Farmonaut, accessed April 30, 2025, <https://farmonaut.com/precision-farming/revolutionizing-sustainable-agriculture-how-precision-technology-and-carbon-sequestration-are-shaping-the-future-of-farming/>
30. Autonomous Drones Transforming US Crop Protection - - Farmonaut, accessed April 30, 2025, <https://farmonaut.com/usa/autonomous-drones-transforming-us-crop-protection>
31. Perennial | Harness earth to heal the planet, accessed April 30, 2025, <https://www.perennial.earth/>
32. Farmonaut Automated Detection of Alternate Wet and Dry Farming Phases - YouTube, accessed April 30, 2025, <https://www.youtube.com/watch?v=GnXN51pte0E>
33. Execute and Validate On Farm Carbon Projects | Regrow MRV, accessed April 30, 2025, <https://www.regrow.ag/platform/mrv>
34. Patented IoT-enabled Alternate Wetting and Drying (AWD) system, accessed April 30, 2025, <https://learningnetwork.ictforag.com/innovation/patented-iot-enabled-alternate-wetting-and-drying-awd-system>
35. 15 Global Farm Management Software Influencing Carbon Farming Practices - MazaoHub, accessed April 30, 2025, <https://www.mazaohub.com/news/15-global-farm-management-software-influencing-carbon-farming-practices>
36. Top Agricultural Drone Sprayer Companies Revolutionizing Farming in 2024 - FlyPix AI, accessed April 30, 2025, <https://flypix.ai/blog/agricultural-drone-sprayer-companies/>
37. Farmers' Participatory Alternate Wetting and Drying Irrigation ... - MDPI, accessed April 30, 2025, <https://www.mdpi.com/2073-4441/14/7/1056>
38. Cutting Emissions and Boosting Yield in Rice Farming | Gold ..., accessed April 30, 2025, <https://www.goldstandard.org/news/reducing-emissions-one-grain-at-a-time>
39. Estimating Aboveground Biomass and Carbon Sequestration in Afforestation Areas Using Optical/SAR Data Fusion and Machine Learning - MDPI, accessed April 30, 2025, <https://www.mdpi.com/2072-4292/17/5/934>
40. Forest emissions reduction assessment from airborne LiDAR data using multiple machine learning approaches - Frontiers, accessed April 30, 2025, <https://www.frontiersin.org/journals/energy-research/articles/10.3389/fenrg.2023.1252882/full>
41. Sustainability at DroneDeploy, accessed April 30, 2025, <https://www.dronedeploy.com/solutions/sustainability>
42. Revolutionizing Climate-Resilient Agriculture: Farmonaut's Precision Technology Tackles Groundwater and Carbon Challenges -, accessed April 30, 2025, <https://farmonaut.com/precision-farming/revolutionizing-climate-resilient-agriculture-farmonauts-precision-technology-tackles-groundwater-and-carbon-challenges/>
43. Exploring the Impact of Alternate Wetting and Drying and the System of Rice Intensification on Greenhouse Gas Emissions: A Review of Rice Cultivation Practices - MDPI, accessed April 30, 2025, <https://www.mdpi.com/2073-4395/14/2/378>
44. Increased rice yield and reduced greenhouse gas emissions through alternate wetting and drying in a triple-cropped rice field in the Mekong Delta - PubMed, accessed April 30, 2025, <https://pubmed.ncbi.nlm.nih.gov/35760167/>
45. Disentangling Challenges to Scaling Alternate Wetting and Drying Technology for Rice Cultivation: Distilling Lessons From 20 Years of Experience in the Philippines - Frontiers, accessed April 30, 2025, <https://www.frontiersin.org/journals/sustainable-food-systems/articles/10.3389/fsufs.2021.675818/full>
46. Alternate wetting and drying reduces methane emission from a rice paddy in Central Java, Indonesia without yield loss - Taylor & Francis Online, accessed April 30, 2025, <https://www.tandfonline.com/doi/full/10.1080/00380768.2017.1409600>
47. Agricultural Drone Services | Crop Monitoring - Horus Drones, accessed April 30, 2025, <https://horusdrones.com/agricultural-drone-services/>
48. Digital Mapping of Soil Organic Carbon Using UAV Images and Soil Properties in a Thermo-Erosion Gully on the Tibetan Plateau - MDPI, accessed April 30, 2025, <https://www.mdpi.com/2072-4292/15/6/1628>
49. Climate Smart Agriculture and Drone-enabled Agri Services - inditeglobal.com, accessed April 30, 2025, <http://inditeglobal.com/climate-smart-agriculture-and-drone-enabled-agri-services/>
50. Rice farming: saving water through Alternate Wetting Drying (AWD) method | FAO, accessed April 30, 2025, <https://www.fao.org/family-farming/detail/en/c/1618095/>
51. Key Clauses To Understand and Evaluate in SaaS Contracts | Aavenir, accessed May 2, 2025, <https://aavenir.com/key-clauses-to-understand-evaluate-saas-contracts/>
52. Terms of service - HoYi, accessed May 2, 2025, <https://hoyi.farm/pages/terms-of-service>
53. Terms of Use | Plantix Partner, accessed May 2, 2025, <https://plantix-partner.com/en/imprint/terms-and-conditions/>
54. SaaS Agreements: A Definitive Guide - Sirion, accessed May 2, 2025, <https://www.sirion.ai/library/contracts/saas-agreement/>
55. 8 Key Clauses You Should Not Miss In A SaaS Agreement - CloudEagle.ai, accessed May 2, 2025, <https://www.cloudeagle.ai/blogs/key-clauses-you-should-not-miss-in-a-saas-agreement>
56. ghgprotocol.org, accessed April 30, 2025, <https://ghgprotocol.org/sites/default/files/standards/ghg_project_accounting.pdf>
57. Agriculture Carbon Sequestration Market Research 2024-2034, Competitive Analysis of Indigo, Soil Capital, Yara, Carbon8 Systems, Cool Farm, Corteva, BASF, Syngenta, Carbo Culture, & Charm Industrial - GlobeNewswire, accessed April 30, 2025, <https://www.globenewswire.com/news-release/2025/01/14/3009211/28124/en/Agriculture-Carbon-Sequestration-Market-Research-2024-2034-Competitive-Analysis-of-Indigo-Soil-Capital-Yara-Carbon8-Systems-Cool-Farm-Corteva-BASF-Syngenta-Carbo-Culture-Charm-Indu.html>
58. Carbon Farming | Measure Soil Organic Carbon (SOC) - Spacenus, accessed April 30, 2025, <https://www.spacenus.com/carbon-farming>
59. Agricultural Carbon & Ecosystem Services | Truterra | TruCarbon, accessed April 30, 2025, <https://www.truterraag.com/Carbon>
60. Achieve Sustainability Goals - Indigo Ag, accessed April 30, 2025, <https://www.indigoag.com/corporation>
61. Indigo | Carbon - Indigo Ag, accessed April 30, 2025, <https://www.indigoag.com/carbon-credits>
62. Greenhouse Gas Protocol Land Sector and Removals Initiative, accessed April 30, 2025, <https://ghgprotocol.org/sites/default/files/2024-07/Project-Overview-3-July-2024_0.pdf>
63. LiDAR Paints Picture of Forests, Fields, and Carbon Storage ..., accessed April 30, 2025, <https://www.woodwellclimate.org/lidar-technology-carbon-biomass-estimates/>
64. Measures to Reduce Emissions in Agricultural Production - Nebraska Department of Environment and Energy, accessed April 30, 2025, <https://dee.nebraska.gov/sites/default/files/publications/Ag%20Registry%20and%20Grants%20Program.pdf>
65. Agri Carbon Market Map: The companies helping to harness regen ag - AgFunderNews, accessed April 30, 2025, <https://agfundernews.com/agri-carbon-market-map-companies-helping-harness-benefits-regen-ag>
66. Unlocking Agricultural Carbon Market Opportunities - BloombergNEF, accessed April 30, 2025, <https://about.bnef.com/blog/unlocking-agricultural-carbon-market-opportunities/>
67. Greenhouse Gas Protocol Land Sector and Removals Initiative, accessed April 30, 2025, <https://ghgprotocol.org/sites/default/files/2023-03/LSR_Overview_0.pdf>
68. U.S. Carbon Program | Bayer Global, accessed April 30, 2025, <https://www.bayer.com/en/agriculture/carbon-program-united-states>
69. Land-Sector-and-Removals-Guidance-Pilot-Testing-and-Review-Draft-Part-1 - GHG Protocol, accessed April 30, 2025, <https://ghgprotocol.org/sites/default/files/2022-12/Land-Sector-and-Removals-Guidance-Pilot-Testing-and-Review-Draft-Part-1.pdf>
70. Agriculture Guidance - | GHG Protocol, accessed April 30, 2025, <https://ghgprotocol.org/node?page=5>
71. Agriculture Guidance | GHG Protocol, accessed April 30, 2025, <https://ghgprotocol.org/tags/agriculture-guidance>
72. Land Sector and Removals Guidance: Topline Themes from Stakeholder Feedback, accessed April 30, 2025, <https://ghgprotocol.org/blog/land-sector-and-removals-guidance-topline-themes-stakeholder-feedback>
73. Standards & Guidance - GHG Protocol, accessed April 30, 2025, <https://ghgprotocol.org/standards-guidance>
74. Agriculture Guidance | GHG Protocol, accessed April 30, 2025, <https://ghgprotocol.org/agriculture-guidance>
75. Land Sector and Removals Guidance | GHG Protocol, accessed April 30, 2025, <https://ghgprotocol.org/land-sector-and-removals-guidance>
76. Mobile App Terms and Conditions Template - Termly, accessed May 2, 2025, <https://termly.io/resources/templates/app-terms-and-conditions/>
77. Terms and Conditions for Mobile Apps [Free Template] - WebsitePolicies, accessed May 2, 2025, <https://www.websitepolicies.com/blog/terms-and-conditions-for-mobile-apps>
78. Terms & Conditions - AgriTech New Zealand, accessed May 2, 2025, <https://agritechnz.org.nz/terms-conditions/>
79. Data protection laws in India, accessed May 2, 2025, <https://www.dlapiperdataprotection.com/index.html?t=law&c=IN>
80. www.dsci.in, accessed May 2, 2025, <https://www.dsci.in/files/content/documents/2024/FAQs-on-DPDP-Act-2023-MiniBooklet.pdf>
81. Guide to India's Digital Personal Data Protection Act (DPDP Act ..., accessed May 2, 2025, <https://www.cookieyes.com/blog/india-digital-personal-data-protection-act-dpdpa/>
82. BuildingTransparency APIs Terms of Service, accessed May 2, 2025, <https://www.buildingtransparency.org/api-terms-of-service/>
83. Mobile App Terms & Conditions Template [Download] - TermsFeed, accessed May 2, 2025, <https://www.termsfeed.com/blog/sample-mobile-app-terms-conditions-template/>
84. Free Terms and Conditions Template with Examples - Termly, accessed May 2, 2025, <https://termly.io/resources/templates/terms-and-conditions-template/>
85. The Digital Personal Data Protection Bill, 2023 - PRS India, accessed May 2, 2025, <https://prsindia.org/billtrack/digital-personal-data-protection-bill-2023>
86. THE DIGITAL PERSONAL DATA PROTECTION ACT, 2023 (NO. 22 OF 2023) An Act to provide for the processing of digital personal data in - MeitY, accessed May 2, 2025, <https://www.meity.gov.in/static/uploads/2024/06/2bf1f0e9f04e6fb4f8fef35e82c42aa5.pdf>
87. Consent Requirements Under Digital Personal Data Protection Act, 2023 & Rules, 2025, accessed May 2, 2025, <https://www.ahlawatassociates.com/blog/consent-requirements-under-the-digital-personal-data-protection-act-2023-and-digital-personal-data-protection-rules-2025>
88. Digital Personal Data Protection Act, 2023 DPDPA SECTION 4 WITH INTERPRETATION, accessed May 2, 2025, <https://dpdpa.com/dpdpa2023/chapter-2/section4.html>
89. India Digital Personal Data Protection Act 2023 (DPDPA) Cookie Consent Requirements, accessed May 2, 2025, <https://secureprivacy.ai/blog/india-digital-personal-data-protection-act-dpdpa-cookie-consent-requirements>
90. How to Comply with India's New Data Privacy Law: The Digital Personal Data Protection Act (DPDPA) - Secureframe, accessed May 2, 2025, <https://secureframe.com/blog/digital-personal-data-protection-act-dpdpa>
91. Consent under DPDPA - Comprehensive Understanding, accessed May 2, 2025, <https://dpdpa.com/blogs/consentunderdpdpa.html>
92. Terms and Conditions - Mana Agritech, accessed May 2, 2025, <https://manaagritech.com/terms-conditions>
93. Terms and Conditions - True Environmental - Environmental Consulting and Engineering Services, accessed May 2, 2025, <https://true-environmental.com/terms-and-conditions/>
94. Terms & Conditions - CCS, accessed May 2, 2025, <https://ccs.earth/terms-and-conditions/>
95. Platform as a Service (PaaS) Agreement, accessed May 2, 2025, <https://epartsservices.com/wp-content/uploads/2025/02/epartsPAASagreementtemplatev2023_1b.pdf>
96. SaaS Contracts: Types & Key Clauses | Zluri, accessed May 2, 2025, <https://www.zluri.com/blog/saas-contracts>
97. 4 Key Clauses to Understand in Every SaaS Agreement - Opticliff Law, accessed May 2, 2025, <https://opticliff.com/key-clauses-saas-agreements/>
98. SaaS terms and conditions: 6 essential clauses to protect your business - Docue, accessed May 2, 2025, <https://docue.com/en-gb/legal-hub/saas-terms>
99. Terms and Conditions for Mobile Apps - Privacy Policy Generator, accessed May 2, 2025, <https://www.privacypolicygenerator.info/terms-conditions-mobile-apps/>
100. Understanding the Digital Personal Data Protection (DPDP) Act: A Comprehensive Guide for Businesses | Zscaler, accessed May 2, 2025, <https://www.zscaler.com/blogs/product-insights/understanding-digital-personal-data-protection-dpdp-act-comprehensive-guide>
101. Agrilyze | Data Analytics | Precision Farming | Farm Management Solution, accessed April 30, 2025, <https://agrilyze.ca/>
102. VCS PROGRAM methodologies - Verra, accessed April 30, 2025, <https://verra.org/program-methodology/vcs-program-standard/overview/>
103. Indigo Ag | Sustainable Agriculture Solutions, accessed April 30, 2025, <https://www.indigoag.com/>
104. Improving sustainability and profitability in agriculture - Indigo Ag, accessed April 30, 2025, <https://www.indigoag.com/about>
105. Decoding the Digital Personal Data Protection Act, 2023 | EY - India, accessed May 2, 2025, <https://www.ey.com/en_in/insights/cybersecurity/decoding-the-digital-personal-data-protection-act-2023>
106. India's Digital Personal Data Protection Act 2023 vs. the GDPR: A Comparison - Latham & Watkins LLP, accessed May 2, 2025, <https://www.lw.com/admin/upload/SiteAttachments/Indias-Digital-Personal-Data-Protection-Act-2023-vs-the-GDPR-A-Comparison.pdf>
107. What Data Does the India Digital Personal Data Protection Act 2023 Safeguard? - Secure Privacy, accessed May 2, 2025, <https://secureprivacy.ai/blog/india-digital-personal-data-protection-act-2023-guide-protected-data>
108. Agritech IS terms and conditions, accessed May 2, 2025, <https://www.agritech-is.com/terms-conditions/>
109. Terms of service - Our Trace, accessed May 2, 2025, <https://www.our-trace.com/terms-of-service>
110. Terms & Conditions - Greengage Agritech, accessed May 2, 2025, <https://greengage.global/terms-conditions/>