#### **WEBSITE TERMS OF USE**

These terms of use (together with the documents and additional terms referred to in it) tell you the rules for using applefarm.xyz including any subdomains of our website (together, "our site").

Please read these terms carefully before you start using our site. We recommend that you print a copy of this for your future reference.

By using our site, you confirm that you accept these terms and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

#### 1 OTHER APPLICABLE TERMS

1.1 Our Privacy Policy sets out the terms on which we process any personal data collected from you, or that you provide to us. By using our site, you consent to such processing, and you warrant that all data provided by you to us is accurate; and

### 2 INFORMATION ABOUT US

- Our site is owned and operated by **TRILITECH KANVAS LIMITED**, a business company incorporated with company number 2097653 under the laws of the British Virgin Islands with its registered address at Trinity Chambers, Ora et Labora Building, Wickhams Cay II (PO Box 4301), Road Town, Tortola, British Virgin Islands ("**Trilitech**", "we", "us", or "our").
- 2.2 We can be contacted at contact@trili.tech and would appreciate you providing us with a brief description of your contacting us and your contact details (including name, email address, telephone number and postal address).

### 3 CHANGES TO THESE TERMS

- 3.1 We may amend these terms from time to time by amending this page.
- 3.2 Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.
- 3.3 These terms were most recently updated on 19 February 2025.

#### 4 CHANGES TO OUR SITE

- 4.1 We may update our site from time to time, and may change its content at any time, including (but not limited) to reflect changes to our products/services and our business priorities. We will try to give you reasonable notice of any major changes.
- However, please note that we are under no obligation to update any content on our site which may be out of date at any given time.

## 5 ACCESSING OUR SITE

- 5.1 We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or restrict the availability of all or any part of our site without notice but we will try to give you reasonable notice of any suspension or withdrawal.
- 5.2 You are responsible for making all arrangements necessary for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

#### 6 HOW YOU MAY USE MATERIAL ON OUR SITE

- We are the owner or the licensee of all intellectual property rights in original work on our site, and in the material published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 6.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 6.6 If you print off, copy, or download any part of our site in breach of these terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 6.7 Subject to your compliance with these terms, we grant you a revocable, non-exclusive, non-sublicensable and non-transferable license to use our site within the scope and purposes of our site. You shall not access, use, or disclose our original source code, technique, algorithms and procedures of or contained in or relating to our site.
- 6.8 You are not permitted to use any trade marks (registered or otherwise) belonging to us.

## 7 NO TEXT OR DATA MINING, OR WEB SCRAPING

- 7.1 You shall not conduct, facilitate, authorise, or permit any text or data mining or web scraping in relation to our site or any products/services provided via, or in relation to, our site. This includes using (or permitting, authorising, or attempting the use of):
  - (a) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor or republish any portion of the Site or any data, content, information, or services accessed via the same; or
  - (b) any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends, and correlations.
- 7.2 The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).
- 7.3 This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

#### 8 NO RELIANCE ON INFORMATION

- 8.1 The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 8.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up-to-date.
- 8.3 Where our site contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those websites or resources.

#### 9 VIRUSES

- 9.1 We do not guarantee that our site will be secure or free from bugs or viruses.
- 9.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 9.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity and information to them as required or as we deem necessary. In the event of such a breach, your right to use our site will cease immediately and we may:
  - (a) take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
  - (b) take further legal action against you, as appropriate; and/or
  - (c) take any other actions which we deem appropriate.

## 10 LINKING TO OUR SITE

- 10.1 You may establish links to our site home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists.
- 10.3 You must not establish a link to our site in any website that is not owned by you.
- Our site must not be framed on any other website, nor may you create a link to any part of our Site other than the home page.
- 10.5 We reserve the right to withdraw linking permission without notice.
- 10.6 The website in which you are linking must comply in all respects with these terms.

10.7 If you wish to link to or make any use of content on our Site other than that set out above, please contact us.

#### 11 BREACHES OF THESE TERMS

- 11.1 When we consider that a breach of these terms of use has occurred, we may take such action as we deem appropriate. This may include, but is not limited to:
  - (a) immediate, temporary or permanent withdrawal of your right to use our site;
  - (b) issue of a warning to you;
  - (c) legal proceedings against you for reimbursement of all costs on any indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - (d) further legal action against you; and/or
  - (e) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 11.2 The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

## 12 LIMITATION OF LIABILITY

- 12.1 Nothing in these terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by the laws of England and Wales.
- To the extent permitted by law, we exclude all conditions, warranties, representations, or other terms which may apply to our site or any content on it, whether express or implied.
- 12.3 We shall not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
  - (a) use of, or inability to use, our Site; or
  - (b) use of or reliance on any content displayed on our site.
- 12.4 In particular, we shall not be liable for indirect loss or damage including:
  - (a) loss of profits, sales, business, or revenue;
  - (b) business interruption;
  - (c) loss of anticipated savings;
  - (d) loss of business opportunity, goodwill, or reputation; or
  - (e) any indirect or consequential loss or damage.
- We shall not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

- We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We shall not be liable for any loss or damage that may arise from your use of them.
- 12.7 We exclude our liability for all action we may take in response to breaches of these terms of use.

# 13 OUR RIGHTS AND OBLIGATIONS

We may transfer our rights and obligations under these terms to another organisation. We aim to inform you in writing if this happens.

### 14 APPLICABLE LAW AND JURISDICTION

- These terms of use and any difference or dispute or claim (including non-contractual differences or disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 14.2 You and we both agree that the courts of England and Wales will have exclusive jurisdiction to settle any difference or dispute or claim (including non-contractual differences or disputes or claims) arising out of or in connection with these terms or their subject matter or formation.