

Mapping App User Agreement & Licence

Welcome to GPSIT's digital orchard mapping software.

These terms and conditions (**Terms**) are a user agreement and licence between you, the **User** and GPSIT Group Limited whose registered office is located at 60 Durham Street, Tauranga, New Zealand (**GPSIT, we, us, our**) for downloading and use of the mobile version of our digital orchard mapping software (**DOM**). Please read these Terms carefully.

This mobile version of DOM is available to you as software-as-a-service via this mobile device application platform (**Mapping App**). The platform(s) may be hosted by us or by our third-party service provider.

Please read these Terms carefully. By registering to use the Mapping App, you agree to be bound by these Terms. If you don't agree to our Terms, or if you breach them, then you will not be able to use the Mapping App.

- **By registering to use the Mapping App you agree to be bound by these Terms.**
- We may make changes to these Terms from time to time. We will notify you of these changes by issuing a Mapping App update or other notification. Your continued use of the Mapping App following notification constitutes your acceptance of the changes.
- DOM and the Mapping App are intended for use only in New Zealand. They cannot be used outside of New Zealand.
- A copy of these Terms is available on our website [Terms of Service](#)

1. Registration

- 1.1 Once you have downloaded the Mapping App, and agreed to these Terms, at our sole discretion, we may grant you the right to access and use DOM via the Mapping App. The right is non-exclusive and non-transferable.
- 1.2 A DOM subscriber (**Subscriber**) or Subscribers may authorise us to give you access to interact with their subscription of DOM in relation to some or all of their Orchards.
- 1.3 The functionality available to you will depend on the subscription the authorising Subscriber has selected and the access they have authorised for you.

2. Agreed Terms

- 2.1 Your use of the Mapping App is subject to these Terms and forms a legal contract between you, the authorised user (**User, you, your**) and GPSIT. You acknowledge these Terms are not an agreement between you and Apple. Please review them carefully before installation.
- 2.2 We allow you to use the Mapping App on the basis of these Terms and the rules and policies of any app store provider from whose site you are downloading the Mapping App. We do not sell the Mapping App to you, we remain the owner of the Mapping App at all times.
- 2.3 You may be invited or allowed to access one or more sites controlled by a Subscriber (each an **Orchard**) from time to time. Your access to material in relation to an Orchard will be set by the Subscriber that created the Orchard in DOM.

3. Your account and use of information

3.1 The Mapping App is intended for use only:

- by employees, sub-contractors, consultants and other Users of Subscribers and/or their agents;
- in New Zealand;
- in relation to a Subscriber's Orchard(s).

3.2 You grant us the right to use, copy, modify, reformat and transmit the information you submit through the Mapping App (including location-based information and photographs) as reasonably required for our internal business purposes.

3.3 Location services are used to gather GPS co-ordinates when you use the Mapping App. By accepting these Terms you agree to the gathering of this information.

4. **Licence**

4.1 In consideration of you agreeing to abide by these Terms, we grant you a non-transferable, non-exclusive licence to use the Mapping App on any Apple-branded products that you own or control and as permitted by the usage rules set forth in the Apple Media Terms and Conditions.

5. **Your obligations**

5.1 By using the Mapping App you accept responsibility for and will use your best endeavours to prevent any unauthorised use of or access to the Mapping App and to protect your personal information and the security passwords used to access the Mapping App. The physical security of your device is your responsibility.

5.2 You are responsible for all changes to your account made through the Mapping App including any unauthorised changes made by someone else.

5.3 When accessing the Mapping App, you must:

- comply in all respects with these Terms (as updated by or on behalf of GPSIT from time to time) and GPSIT's directions;
- correctly identify the recipient of all electronic transmissions;
- not impersonate another person or mispresent authorisation to act on behalf of others or GPSIT;
- not view, access or copy (or attempt to do so) any material or data other than that which you are authorised to access or other than to the extent necessary to enable you to use Mapping App and/or DOM as provided for in these Terms;
- neither:
 - undermine or attempt to undermine the security or integrity of the App; nor
 - use or misuse the App in a way that may impair the functionality of the Mapping App and/or DOM or otherwise impair the ability of any other person to use DOM;
- neither use the App to transmit, input or store any Data that:
 - breaches any third party rights (including Intellectual Property Rights or privacy rights); or
 - is objectionable, defamatory, obscene, harassing, threatening, harmful or unlawful in any way (**Objectionable**).
- You acknowledge that a breach of this clause is a material breach of these Terms and may result in us immediately suspending your access to the Mapping App.

6. **Changes**

- 6.1 From time to time we may issue updates to DOM and/or the Mapping App. Depending on the update, you may not be able to use the Mapping App until :
- the update is completed; or
 - you have installed the latest version.

If you choose not to install an update, some functionality may not be available to you.

- 6.2 Future versions of the Mapping App may include additional functionality and/or you may be required to agree to use the Mapping App with other limitations. We reserve the right to modify or withdraw the service at any time and you understand access is subject to availability.

7. **Authorisation**

- 7.1 You acknowledge that GPSIT and its personnel (including sub-contractors may require access to Data to exercise GPSIT's rights and perform its obligations under these Terms and you authorise us to do so.

8. **Data**

- 8.1 In the course of using the Mapping App, you will enter, upload or create information, including Personal Information (**Data**). As between GPSIT and the Subscriber, this Data is owned by the Subscriber.

- 8.2 You acknowledge and agree that we may:

- store Data (including Personal Information) in secure servers in Australia and the United States of America or as otherwise provided for in accordance with our Privacy Policy; and
- may access Data (including Personal Information) both in the above territories and in New Zealand.

- 8.3 You acknowledge and agree that we may anonymise and aggregate Data and use information about your and/or the Subscriber's use of DOM and/or the Mapping App to generate aggregated statistical and analytical data (**Aggregated Data**) and use such Aggregated Data for our internal research and product development purposes. Ownership of the Aggregated Data is governed by the agreement entered into by us with the Subscriber in relation to the provision of DOM.

- 8.4 You indemnify us against any loss we suffer or incur, as a direct or indirect result of any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is Objectionable (as defined at 5.3 above), incorrect or misleading.

- 8.5 We will not be liable for any loss of Data however arising.

- 8.6 Any Personal Information you provide when using the Mapping App will be stored, used and disclosed by us in accordance with the Privacy Act 2020 and our Privacy Policy.

- 8.7 You acknowledge that to the extent that your Data includes Personal Information, GPSIT is collecting, holding and/or processing such information as a result of the provision of your use of the Mapping App and as such GPSIT is acting as your or the Subscriber's (whichever is applicable) agent for the purposes of the Privacy Act 2020 and any other applicable privacy law.

9. **Intellectual Property**

- 9.1 We own, or have rights to license, all Intellectual Property required for you to use the Mapping App in accordance with these Terms.

- 9.2 You must not:

- use, copy (other than for the purpose of backup), monitor, modify, transmit, store, extract, publish or distribute any of the Intellectual Property described above or other material on or accessed via the Mapping App except in accordance with these Terms;
- do, omit to do, nor assist any person to do, anything that may invalidate or adversely affect our right, title, interest and goodwill in the Intellectual Property or Intellectual Property Rights described above;
- permit the Mapping App to be combined with or become incorporated in any other programs;
- disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Mapping App;
- rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Mapping App;
- otherwise assert or exercise any of the rights in the intellectual property described above, except as expressly permitted by these Terms.

9.3 You warrant that you own and/or have rights to use and licence use of, all Data that you input onto or into the Mapping App. You grant to us a licence to use such data for the purpose of providing the services related to the App, which will terminate when these Terms expire. You acknowledge that you may lose access to such data on the Mapping App if you are in breach of these Terms.

9.4 You acknowledge that in the event of a claim by a third party that the Mapping App or your use of the Mapping App infringes that party's intellectual property rights, GPSIT, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of that claim.

10. **Confidentiality**

10.1 If you receive Confidential Information, through your use of the Mapping App, you must always keep that information confidential except where:

- disclosure is necessary for you to perform your obligations under these Terms;
- we give our prior written approval to the disclosure of the information (including the form and content of the disclosure); or
- disclosure is required by law.

10.2 By using the Mapping App you consent to information (including Personal Information) you enter against an Orchard being sent to the Subscriber and to the Subscriber's other Users.

11. **Warranty and disclaimers**

11.1 To the maximum extent permitted by law:

- our warranties in relation to the Mapping App are limited to those expressly set out in these Terms;
- all other conditions, guarantees, representations and warranties, whether express or implied warranties (including, but not limited to the implied warranties of conditions of title, non-infringement, merchantability or fitness for purpose) are expressly excluded; and
- it is your sole responsibility to ensure the Mapping App is suitable for the purposes for which you use it.

11.2 We warrant that we will use commercially reasonable efforts to maintain our systems associated with the Mapping App so that they are free from viruses and harmful code,

however we do not warrant that the use of the Mapping App will be uninterrupted or error free.

- 11.3 We do not guarantee or warrant the accuracy, quality, completeness or currency of the information contained on the Mapping App.
- 11.4 We do not warrant that the use of the Mapping App will be uninterrupted or error free.
- 11.5 We are not responsible for any breach by you of any legal obligation including regulatory or industry standards, whether or not such breach arises from you relying on the Mapping App.
- 11.6 We are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed by these Terms. To the maximum extent permitted by applicable law, Apple has no warranty obligation whatsoever with respect to the Mapping App, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
- 11.7 You acknowledge that you are acquiring and using the Mapping App for business purposes. You acknowledge that the Consumer Guarantees Act 1993 does not apply to these Terms or your use of the Mapping App.

12. **Liability and Indemnity**

- 12.1 To the extent permitted by law, we exclude any and all liability for any loss or damage, direct or indirect, to you or your device(s) including to a handheld or mobile device which arises out of the installation and/or use of the Mapping App.

13. **Support and maintenance**

- 13.1 The Mapping App may not be available all of the time. From time to time we conduct maintenance which may cause the Mapping App to be temporarily unavailable.
- 13.2 If you have technical problems with the Mapping App, you can contact us via help@landkind.com.
- 13.3 You acknowledge that GPSIT, not Apple is responsible for all maintenance or support for the App.

14. **Suspension and termination**

- 14.1 We may suspend or terminate your access to the Mapping App or to specific Organisations at any time if:
 - a change to a third party arrangement necessary for GPSIT or the Mapping App to function renders the ongoing operation of the Mapping App substantially unworkable; or
 - we become aware of a claim that GPSIT or the Mapping App infringe a third party's intellectual property; or
 - we believe in our sole discretion it is necessary to protect the security or integrity of GPSIT or the Mapping App;
 - you commit a material breach of these Terms or infringe our Intellectual Property Rights; or
 - any Data you load into the Mapping App breaches clause 5.3.
- 14.2 A Subscriber may suspend or terminate your access to their Orchard(s) at any time.
- 14.3 You may terminate these Terms by ceasing all use of the Mapping App and uninstalling and deleting all copies from your device.
- 14.4 On suspension or termination:

- of your access to the Mapping App - you will immediately lose access to all Orchards; or
 - of your authorisation to access specific Orchards or the Orchards of a Subscriber - you will immediately lose access to that Orchard or Orchards of that Subscriber; and
 - if you require a copy of your Data, you must request this from the Subscriber.
- 14.5 On termination of your access to the Mapping App you no longer have the right to use and must immediately stop using the Mapping App. Any action we take under this clause 14 does not limit any other right or remedy we have under these Terms.

15. **Technical Requirements**

- 15.1 The Mapping App requires a mobile device with a mobile number, an email address, a data connection, location services switched on and its camera enabled.
- 15.2 The following are the current minimum requirements for the Mapping App:
- Android version 14 or above; and
 - iOS 17.4,
- the minimum requirements will be updated from time to time with the new current minimum versions updated in these Terms.
- 15.3 If you do not have the minimum version required, you may be able to access and/or use the Mapping App but you may not be able to use all functionality. As a general rule, if you upgrade to the latest major release of the above browsers, you should be able to access all of the functionality available for your subscription.
- 15.4 Installation or use of the Mapping App may require changes to your device's settings. You acknowledge that if you do not change your settings, some or all functionality may not be available.

16. **Data Usage charges**

- 16.1 You acknowledge that while the Mapping App is provided to you free of charge, the terms of agreement with your mobile service provider continue to apply when using the Mapping App and you accept responsibility for any charges that arise from this use.

17. **Product liability claims**

- 17.1 If the Mapping App does not conform to any applicable warranty in these Terms, you may notify Apple and Apple will refund you the applicable purchase price for the Mapping App. To the maximum extent permitted by law, Apple has no other warranty obligation in relation to the Mapping App.
- 17.2 You acknowledge that GPSIT, not Apple is responsible for addressing any claims you or any third party has relating to your possession and use of the Mapping App including (i) product liability claims; (ii) any claim that the Mapping App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

18. **Governing Law**

- 18.1 These Terms are governed by New Zealand law and the New Zealand courts have non-exclusive jurisdiction over any dispute between you and us.

19. **Interpretation**

- 19.1 The term "includes" or "including" (or any similar expression) is deemed to be followed by the words "without limitation".

20. **Definitions:**

Confidential Information means these Terms and any information that is not public knowledge and that is obtained from the other party in the course of or in connection with these Terms, which includes:

- in the case of GPSIT, all Intellectual Property owned by GPSIT or its licensors; and
- in the case of the User, the Data.

Data means all data, content and information (including Personal Information) input, uploaded or otherwise transferred to the DOM by a Subscriber and/or User.

DOM or **Orchard Mapping** means the digital orchard mapping software owned by GPSIT Limited (or its licensor(s)) made available to the User under these Terms.

Intellectual Property Rights means all trademarks, domain names, copyright, patents, registered designs, rights in computer software, databases, spreadsheets and lists, rights in inventions, know-how, trade secrets, packaging and branding designs, pack-types and all other intellectual property, in each case whether registered or unregistered (including applications for the grant of any of the foregoing) and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist anywhere in the world, and all rights of action, powers and benefits of the same and includes rights whether created before or after the date of this agreement.

Intellectual Property has a corresponding meaning, and includes any enhancement, modification, improvement or derivative work of the Intellectual Property.

Mapping App means the mobile device application through which we allow you to interact with DOM in accordance with these Terms.

Objectionable has the meaning described in clause 5.3.

Orchard means a specific property set up by a Subscriber which they may choose to invite and allow a User to access.

Personal Information has the meaning described in clause 7 of the Privacy Act 2020.

Privacy Policy means the GPSIT Customer Facing Privacy Policy, as amended from time to time, available on our website at [Privacy Policy](#)

Subscriber means a person, including a legal person, such as a company, who subscribes to use DOM.

Terms means these terms and conditions which apply to your use of the Mapping App.

Users means a person invited by a Subscriber, to interact with and use the Subscriber's instance of DOM or an Orchard set up by that Subscriber.

Last updated September 2025.

Additional Apple Clauses

21. **Queries, complains and claims**

21.1 Any questions, complaints or claims about the Mapping App should be directed to help@landkind.com

22. **Third party terms**

22.1 You must comply with the terms of any applicable third party, for example, your mobile service provider, when using the App.

23. **Third party beneficiary**

- 23.1 You acknowledge that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary.
- 24. **Legal compliance**
- 24.1 You warrant (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.