

DIGGY.APP — TERMS OF USE

User Terms for Website and Application Access

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Welcome to Diggy.app. These Terms of Use (the "**Terms**") govern your access to and use of the Diggy.app website, mobile applications, and related services (collectively, the "**Platform**") provided by **Diggy Ltd** (trading as Diggy.app) ("**Diggy**," "**we**," "**us**," "**our**").

By accessing or using the Platform, you ("**you**," "**your**," "**User**") agree to be bound by these Terms. If you do not agree, do not access or use the Platform.

If you are using the Platform on behalf of an organisation, you represent that you are authorised by that organisation to access and use the Platform. If you have authority to bind that organisation, you also represent that you have such authority and that the organisation agrees to these Terms. If you do not have authority to bind the organisation, you agree to these Terms in your personal capacity and acknowledge that your organisation's use of the Services is governed by the applicable Customer Agreement (as defined below).

Scope. These Terms govern (a) public access to the Diggy.app website and (b) access to the Platform by Authorised Users. The Platform is not offered to the general public. Platform access is provided only under a written Customer Agreement (including an Order Form, pilot/POC agreement, or other services agreement) between Diggy and the relevant customer organisation ("Customer").

Definitions. In these Terms: "Authorised User" means an individual authorised by a Customer to access and use the Platform under a Customer Agreement. "Customer" means the organisation that has entered into a Customer Agreement with Diggy for access to the Platform. "Customer Agreement" means a written agreement between Diggy and a Customer governing access to and use of the Platform and/or Services, including an order form, master services agreement, pilot/POC agreement, or other services agreement.

1. ABOUT THE PLATFORM

Diggy is the operational system of record for mining, construction, and heavy-asset industries. We unify field teams, machine data, and operational workflows into one platform—bridging the gap between physical worksites and back-office systems. Built offline-first and shaped by real customer feedback, Diggy gives organisations a single source of truth for their operations.

- **Mobile app:** Designed to work offline in the field and sync when connectivity returns.
- **Web app:** Designed for connected office environments.

2. ELIGIBILITY

You must be at least 18 years old (or the age of majority in your jurisdiction) to use the Platform. By using the Platform, you represent that you meet this requirement.

Access to the Platform is typically provided through your employer or organisation's subscription with Diggy. Your access rights are subject to your organisation's agreement with us and any access permissions they configure.

3. YOUR ACCOUNT

3.1 Account Security. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You agree to:

- keep your password secure and not share it with others;
- notify Diggy at support@diggy.app or your organisation's administrator immediately if you suspect unauthorised access; and
- log out of your account at the end of each session, especially on shared devices.

3.2 Accuracy of Information. You agree to provide accurate, current, and complete information when using the Platform and to update such information as necessary.

4. ACCEPTABLE USE

4.1 Permitted Use. You may use the Platform only for lawful purposes and in accordance with these Terms and any applicable policies set by your organisation.

4.2 Prohibited Conduct. You agree not to:

- use the Platform for any unlawful purpose or in violation of any applicable laws or regulations;
- access or attempt to access accounts, data, or systems without authorisation;
- interfere with or disrupt the Platform, servers, or networks connected to the Platform;
- upload or transmit viruses, malware, or other harmful code;
- attempt to reverse engineer, decompile, or extract source code from the Platform;
- copy, modify, or create derivative works based on the Platform;
- use the Platform to build or support a competing product or service;
- share your login credentials or allow others to access the Platform using your account;
- submit false, misleading, or inaccurate data to the Platform; or
- use the Platform in any manner that could damage, disable, or impair its operation.

5. SUBSCRIPTION INTEGRITY AND FAIR USE

Your access to the Platform is subject to the subscription limits agreed between your organisation and Diggy (e.g., number of assets, devices, users, or sites). You agree to use the Platform in accordance with these limits and not to circumvent, manipulate, or abuse the subscription terms.

5.1 Prohibited Subscription Abuse. You agree not to:

- register, load, or track more assets, devices, or sites than your organisation has paid for or is entitled to under its subscription;
- provide access to the Platform to individuals who are not Authorised Users under your organisation's agreement with Diggy;
- share login credentials with colleagues, contractors, or third parties who do not have their own authorised accounts;
- create multiple accounts or use shared/generic accounts to circumvent user limits or licensing restrictions;
- manipulate, falsify, or misrepresent asset counts, device registrations, user numbers, or other data that affects subscription fees or entitlements;
- use technical means to bypass, disable, or circumvent usage tracking, metering, or access controls; or
- exploit free trials, promotional offers, or pricing tiers in a manner inconsistent with their intended purpose.

5.2 Confidentiality of Platform Data. You must not disclose, share, or distribute confidential or proprietary information accessed through the Platform to unauthorised parties, including but not limited to:

- operational data, reports, or analytics belonging to your organisation or other users;
- asset information, location data, or telematics data;
- pricing, commercial terms, or contractual information; or
- any data marked as confidential or that a reasonable person would understand to be confidential.

5.3 Audit and Monitoring. Diggy reserves the right to monitor Platform usage to verify compliance with subscription limits and these Terms. If Diggy reasonably determines that you or your organisation has exceeded subscription entitlements or engaged in prohibited conduct, Diggy may:

- require your organisation to pay for actual usage at the applicable rates;
- suspend or restrict access until the issue is resolved;
- invoice for any underpaid fees, including retroactive charges for the period of overuse; and/or
- terminate access for material or repeated violations.

5.4 Reporting Violations. If you become aware of any misuse, unauthorised access, or subscription abuse (whether by yourself or others), you should report it to your organisation's administrator or to Diggy at support@diggy.app.

6. CONTENT AND DATA

6.1 Your Content. You may submit data, information, and content to the Platform in the course of your use (e.g., operational logs, equipment data, notes, photos). You are responsible for ensuring that any content you submit:

- is accurate and does not contain false or misleading information;
- does not infringe any third-party rights (including intellectual property or privacy rights); and
- complies with applicable laws and your organisation's policies.

6.2 Ownership. As between Diggy and the Customer, the Customer retains all right, title, and interest in and to Customer Data (as defined in the applicable Customer Agreement). These Terms do not grant you any ownership rights in Customer Data or in the Platform. Your rights (if any) in content you submit may exist as between you and your organisation, and are governed by your organisation's policies and agreements.

6.3 Telematics and Location Data. The Platform may collect and process telematics data, location data, and other operational information. This data collection is governed by your organisation's agreement with Diggy and applicable privacy laws. Your organisation is responsible for providing any required notices to you about such data collection.

7. OFFLINE FUNCTIONALITY

The mobile app is designed to work offline and sync data when connectivity is restored. However:

- Sync behaviour depends on device conditions, storage availability, and network connectivity.
- We do not guarantee that all data captured offline will sync successfully in all circumstances.
- You should verify that important data has synced when connectivity is available.

8. INTELLECTUAL PROPERTY

8.1 Diggy's Rights.

The Platform and the Diggy.app website (including any subdomains), together with any mobile applications, web applications, software, code, APIs, interfaces, designs, layouts, text, graphics, logos, icons, audio/video, documentation, templates, reports, training materials, and other content or materials made available by or on behalf of Diggy (collectively, "Diggy Materials"), are owned by Diggy or its licensors and are protected by intellectual property and other applicable laws. All rights not expressly granted to you are reserved by Diggy and its licensors.

8.2 Limited Licence.

Subject to your compliance with these Terms (and, if applicable, your organisation's Customer Agreement), Diggy grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right to access and use the Diggy Materials solely for: (a) your organisation's internal business purposes as an Authorised User (where access is provided under a Customer Agreement); and/or (b) viewing and using the website for its intended informational purposes.

8.3 Restrictions.

You may not (and you may not permit anyone else to):

- copy, reproduce, distribute, publicly display, or create derivative works from any Diggy Materials, except as expressly permitted by applicable law or a Customer Agreement;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the Platform or any Diggy Materials (except to the extent expressly permitted by applicable law notwithstanding this restriction);
- remove, obscure, or alter any copyright, trademark, or other proprietary notices in or on the Diggy Materials; or
- use Diggy's trademarks, logos, or branding without Diggy's prior written permission.

9. THIRD-PARTY SERVICES

9.1 Diggy Subprocessors (Diggy Remains Responsible).

Diggy may use third-party service providers (including hosting, infrastructure, analytics, support, communications, and similar vendors) to help operate the Platform and provide the Platform functionality ("Subprocessors"). Diggy remains responsible for the acts and omissions of its Subprocessors to the same extent as if Diggy were performing the services directly, subject to: (a) these Terms; (b) any applicable Customer Agreement (which controls for Authorised Users); and

(c) applicable law.

9.2 Third-Party Products and Integrations Not Provided by Diggy.

The Platform may interoperate with, enable, or link to third-party products or services that are not provided by Diggy (for example, customer or third-party enterprise systems such as ERP systems, HR/finance systems, EAM/CMMS systems, identity providers, mapping services, telematics providers, app stores, device operating systems, systems integrators, and other third-party applications) ("Third-Party Services"). Your use of Third-Party Services is subject to the applicable third party's terms and policies, and you (and/or your organisation) are responsible for obtaining and maintaining any required rights, permissions, configurations, access credentials, and licences to use them and to enable any integration with the Platform.

Except for Diggy's responsibility for its Subprocessors under Section 9.1, Diggy does not control Third-Party Services and is not responsible for Third-Party Services (including their availability, accuracy, security, functioning, interoperability, or content), or for any loss or damage arising from your use of Third-Party Services or any integration with them.

9.3 Links.

The website or Platform may contain links to Third-Party Services. Links are provided for convenience and do not constitute an endorsement. Diggy is not responsible for the content or practices of third-party websites.

10. DISCLAIMERS

10.1 "As Is" Basis. The Platform is provided "as is" and "as available" without warranties of any kind, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

10.2 No Guarantee. Diggy does not warrant that:

- the Platform will be uninterrupted, error-free, or secure;
- any defects will be corrected;
- the Platform will meet your specific requirements; or
- data transmitted through the Platform will be accurate or complete.

10.3 Operational Decisions. The Platform provides operational information to assist with decision-making. You and your organisation remain solely responsible for all operational, safety, and business decisions. Diggy is not liable for decisions made based on information provided through the Platform.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law:

11.1 Authorised Users Under a Customer Agreement (Customer Agreement Controls).

If you access or use the Platform as an Authorised User of an organisation that has entered into a separate written agreement with Diggy governing the Platform and related services (a "Customer Agreement"), then:

- (a) the limitations of liability, exclusions of damages, and liability caps set out in the Customer Agreement apply to any claim or liability arising out of or relating to the Platform and/or these Terms in connection with your use as an Authorised User; and
- (b) in the event of any conflict between this Section 11 and the Customer Agreement regarding liability, remedies, exclusions, or caps, the Customer Agreement will control.

To the extent permitted by law, you agree that you will not bring any claim against Diggy arising out of or relating to the Platform that is inconsistent with the allocation of risk (including limitations and exclusions of liability) set out in the applicable Customer Agreement.

11.2 No Indirect Damages (Where No Customer Agreement Applies).

If Section 11.1 does not apply, Diggy will not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or any loss of profits, revenue, business opportunities, goodwill, or data, arising out of or relating to these Terms or your access to or use of the website or Platform, regardless of the legal theory and whether such damages were foreseeable.

11.3 Liability Cap (Where No Customer Agreement Applies).

If Section 11.1 does not apply, Diggy's total cumulative liability arising out of or relating to these Terms or your access to or use of the website or Platform will not exceed the total amounts paid (if any) by you to Diggy for such access or use in the twelve (12) months immediately preceding the first event giving rise to the claim.

11.4 Non-Excludable Liability.

Nothing in these Terms excludes or limits liability to the extent it cannot be excluded or limited under applicable law, including liability for fraud or wilful misconduct, and liability for death or personal injury caused by negligence.

11.5 Basis of Bargain.

You acknowledge that the limitations in this Section 11 reflect a reasonable allocation of risk and form an essential basis of the agreement between you and Diggy.

11.6 Jurisdictional Limitations.

Some jurisdictions do not allow the exclusion or limitation of certain warranties or liabilities, so some of the above limitations may not apply to you.

12. INDEMNIFICATION

12.1 Authorised Users Under a Customer Agreement. If you are an Authorised User under a Customer Agreement, indemnification obligations (if any) are governed by the Customer Agreement, and not by this Section 12.

12.2 Other Users. If Section 12.1 does not apply, you agree to indemnify and hold harmless Diggy and its officers, directors, employees, and agents from and against any third-party claims, damages, losses, and expenses (including reasonable legal fees) arising out of or relating to:

- (a) your intentional or unlawful misuse of the website or Platform; or
- (b) your breach of these Terms.

13. SUSPENSION AND TERMINATION

13.1 By Diggy. Subject to any applicable Customer Agreement, Diggy may suspend or terminate your access to the Platform (including at the Customer's request) with or without notice if:

- you violate these Terms;
- you or your organisation exceed subscription limits or engage in subscription abuse;
- your organisation's agreement with Diggy is terminated or suspended;
- your organisation revokes your access; or
- continued access poses a security risk.

13.2 Effect of Termination. Upon termination, your right to access and use the Platform ends immediately. Provisions that by their nature should survive termination will survive (including disclaimers, limitations of liability, indemnification, and subscription integrity obligations).

14. CHANGES TO THESE TERMS

Diggy may update these Terms from time to time. We will publish the current version (and prior versions) on our Legal Portal at <https://diggy.app/legal>.

If an update materially affects your use of the Platform or your legal rights, we will provide notice prior to the update's effective date by email (to the email address associated with your account, where available) and/or via an in-product notification. Unless a shorter period is required to address security risks or comply with applicable law, a material update will be effective no sooner than thirty (30) days after we provide notice.

Your continued use of the Platform on or after the effective date constitutes acceptance of the revised Terms. If you do not agree to the changes, you must stop using the Platform.

If you are accessing the Platform as an Authorised User under an Order Form between your organisation (the "Customer") and Diggy, updates to these Terms are also governed by Section 15.4 of the Master Services Agreement, and your organisation may have additional rights to object to material changes as described therein.

15. PRIVACY

Your privacy is important to us. Our collection and use of personal data is described in our Privacy Policy, which is incorporated into these Terms by reference and available at <https://diggy.app/legal/privacy>. By using the Platform, you acknowledge that you have read and understood our Privacy Policy.

16. GOVERNING LAW AND DISPUTES

16.1 Enterprise Users (Customer Agreement Applies). If you are accessing or using the Platform as an Authorised User under a subscription purchased by a Customer that is governed by a Master Services Agreement and Order Form with Diggy (a "**Customer Agreement**"), then, to the maximum extent permitted by applicable law:

- (a) The governing law specified in the Customer Agreement (or the applicable Local Terms Schedule) shall apply to any dispute arising out of or relating to your access to or use of the Platform as an Authorised User; and
- (b) The dispute resolution mechanism and forum specified in the Customer Agreement shall apply and you agree to submit to that dispute resolution mechanism and forum.

16.2 Other Users — Governing Law. If you are not covered by Section 16.1, these Terms are governed by the laws specified in the applicable Local Terms Addendum below, or if no Local Terms Addendum applies, by the laws of the Abu Dhabi Global Market (ADGM), United Arab Emirates, without regard to conflict of laws principles.

16.3 Other Users — Dispute Resolution. If you are not covered by Section 16.1, any dispute arising from or relating to these Terms will be subject to the dispute resolution mechanism specified in the applicable Local Terms Addendum below, or if no Local Terms Addendum applies, to the exclusive jurisdiction of the ADGM Courts.

16.4 Injunctive Relief. Notwithstanding the foregoing, Diggy may seek interim or injunctive relief from any court of competent jurisdiction to prevent irreparable harm.

17. GENERAL PROVISIONS

17.1 Entire Agreement and Precedence. These Terms, together with the Privacy Policy and any applicable Customer Agreement between your organisation and Diggy, constitute the entire agreement between you and Diggy regarding your use of the Platform. If you are an Authorised User under a Customer Agreement, in the event of any conflict between these Terms and the Customer Agreement regarding your organisation's rights, obligations, liability limitations, or data processing, the Customer Agreement shall control.

17.2 Severability. If any provision of these Terms is held invalid or unenforceable, the remaining provisions will continue in effect.

17.3 No Waiver. Diggy's failure to enforce any right or provision of these Terms will not be deemed a waiver of that right or provision.

17.4 Assignment. You may not assign or transfer these Terms or your rights under them without Diggy's written consent. Diggy may assign these Terms without restriction.

17.5 No Third-Party Beneficiaries. These Terms do not confer any rights or remedies on any person other than you and Diggy, except to the extent the Customer Agreement expressly provides otherwise.

LOCAL TERMS ADDENDUM A: UNITED ARAB EMIRATES

This Addendum applies if: (a) you are located in the United Arab Emirates; (b) your organisation's Customer Agreement specifies UAE, AE, or DIFC as the applicable jurisdiction; or (c) you are not covered by another Local Terms Addendum.

A.1 Governing Law. These Terms are governed by the laws of the Dubai International Financial Centre (DIFC), without regard to conflict of laws principles.

A.2 Dispute Resolution. Any dispute arising out of or in connection with these Terms shall be resolved as follows:

- (a) The parties shall first attempt to resolve the dispute through good faith negotiations within thirty (30) days of written notice of the dispute;
- (b) If the dispute is not resolved through negotiation, the parties shall attempt to resolve it through mediation administered by the Dubai International Arbitration Centre (DIAC) in accordance with its mediation rules, for a period of thirty (30) to forty-five (45) days;
- (c) If the dispute is not resolved through mediation, it shall be finally resolved by arbitration administered by DIAC in accordance with its arbitration rules. The seat of arbitration shall be the DIFC. The tribunal shall consist of one (1)

arbitrator. The language of the arbitration shall be English. The arbitral award shall be final and binding on the parties, and judgment on the award may be entered in any court of competent jurisdiction.

A.3 Injunctive Relief. Notwithstanding Section A.2, either party may seek interim or injunctive relief from the courts of the Dubai International Financial Centre (DIFC Courts) to prevent irreparable harm pending resolution of the dispute.

LOCAL TERMS ADDENDUM B: SOUTH AFRICA

This Addendum applies if: (a) you are located in South Africa; or (b) your organisation's Customer Agreement specifies South Africa, ZA, or RSA as the applicable jurisdiction.

B.1 Governing Law. These Terms are governed by the laws of the Republic of South Africa.

B.2 Dispute Resolution. Any dispute arising out of or in connection with these Terms shall be resolved as follows:

- (a) The parties shall first attempt to resolve the dispute through good faith negotiations within thirty (30) days of written notice of the dispute;
- (b) If the dispute is not resolved through negotiation, the parties shall attempt to resolve it through mediation in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA), for a period of thirty (30) days;
- (c) If the dispute is not resolved through mediation, it shall be finally resolved by arbitration administered by AFSA in accordance with its arbitration rules. The seat of arbitration shall be Johannesburg. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English. The arbitral award shall be final and binding on the parties, and judgment on the award may be entered in any court of competent jurisdiction.

B.3 Injunctive Relief. Notwithstanding Section B.2, either party may approach the High Court of South Africa for urgent interim relief to prevent irreparable harm pending resolution of the dispute.

B.4 Consumer Protection Act. To the extent that the Consumer Protection Act, 2008 (Act No. 68 of 2008) applies to these Terms, nothing herein is intended to limit any rights you may have under that Act.

B.5 POPIA. Our collection and processing of your personal information is subject to the Protection of Personal Information Act, 2013 (Act No. 4 of 2013) to the extent applicable. See our Privacy Policy for details.

18. CONTACT US

If you have questions about these Terms, please contact us:

- **Legal Portal:** <https://diggy.app/legal>
- **Legal Notices:** notices@diggy.app
- **General Enquiries:** info@diggy.app

Diggy Ltd

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