

# Terms of Service

**(Effective May 21, 2020)**

We at Lexi Tech Pte Ltd (Singapore) via our platform, AgPro Technology and our Affiliates (collectively, the "**AGPRO Companies**", "**we**", and "**us,**" or "**our**") firmly believe that Ag Data can be essential to your farm's profitability, and when anonymously aggregated along with tens of millions of contributing acres, can be even more beneficial to your farm. This is the central premise of *AgPro™ technology*, that thousands of independent farmers working together are stronger and can be more profitable than being totally on your own. We exist to be your partner in building a better future for farmers. The security, privacy, and integrity of your information is something we take seriously - both in principle and practice with our technology and these Terms of Service. We wish that a simple handshake between business partners would suffice for this agreement. Unfortunately, current laws and regulations, and the nature of internet businesses necessitate that we protect both parties. To learn more about the Terms of Service (hereinafter, "**Terms**"), please read on.

## **Core Principles of AgPro Data Management**

- The Ag Data, Financial Data, Personal Data and Member Content you provide us is Your Data. We will never sell or provide Your Data to another party without your explicit consent or as you have agreed to in these Terms or our Privacy Policy.
- By joining our network and providing us Your Data, you grant us the right to use Your Data for purposes that will enhance the value we provide to our members and as described below. This may include using anonymized data from all our members to create insightful models and provide transparent agronomic, product, and market information to the *AgPro Data Management Network*.
- We own the Services and the Content, including aggregated and/or anonymized data, analytics, benchmarking, etc.
- You may share Your Data with other *AGPRO* Members and Professionals (as defined below) and you will have full control over who you share with and the type of data you share.
- As a contributory network and community, our Services operate best when *AGPRO* Members contribute Ag Data, and we may require you to contribute Ag Data in order to access and use certain Services, such as *AgPro Grower, AgPro Grazier, AgPro Analyst, AgPro, Advisor services and subscriptions*.
- You may see advertising or have access to certain opportunities to interact with other companies. We only partner with companies that we trust and, in our judgment, will provide you value.
- If we are ever sold or acquired by another company, these Terms will continue to apply to any successor or assign.

**THESE TERMS ARE A BINDING CONTRACT BETWEEN YOU AND US. YOU MUST AGREE TO AND ACCEPT ALL OF THE TERMS, OR YOU DON'T HAVE THE RIGHT TO ACCESS OR USE THE SERVICES AND CONTENT AVAILABLE AT AND THROUGH OUR**

**WEBSITES, MOBILE APPLICATIONS, AGPRO COMMUNITY, OR ANY OTHER AGPRO PRODUCTS OR SERVICES (HEREINAFTER COLLECTIVELY, THE "SERVICES"). REFERENCES TO "SERVICES"; INCLUDE THE "PAID SERVICES"; DEFINED IN THESE TERMS. THESE TERMS APPLY TO ALL USERS OF THE SERVICES ("USERS"), INCLUDING, BUT NOT LIMITED TO, AGPRO MEMBERS AND INDIVIDUALS OR BUSINESSES WITH PROFESSIONAL ACCOUNTS, SUCH AS AGRONOMISTS, APPLICATORS, EXPERTS, CONSULTANTS, ETC. (COLLECTIVELY, "PROFESSIONALS"). BY USING THE SERVICES IN ANY WAY, YOU AGREE TO ALL OF THESE TERMS, AND THESE TERMS WILL REMAIN IN EFFECT WHILE YOU USE THE SERVICES.**

**IMPORTANT NOTICE: DISPUTES ABOUT THESE TERMS OR RELATING TO THE SERVICES GENERALLY MUST BE RESOLVED BY BINDING ARBITRATION AND ON AN INDIVIDUAL BASIS ONLY AS SPECIFICALLY SET FORTH BELOW.**

These Terms include the provisions in this document, as well as those in our Privacy Policy ("**Privacy Policy**") available at <https://us.agpro.technology/Content/AgPro-Privacy-Policy.pdf> We define Your Data, Ag Data, Financial Data, Personal Data and any other capitalized terms used herein but not herein defined, and how we use each category of information in the Privacy Policy. Any terms we use in these Terms without defining them have the definitions given to them in the Privacy Policy.

When we refer to our "Affiliates" we mean our subsidiaries, including, but not limited to, AGPRO members, shareholders of Lexi Tech Pte Ltd and any wholly owned subsidiaries.

**Eligibility.** You represent and warrant that you are an individual of legal age in your jurisdiction, meet all other eligibility requirements set forth herein, including, but not limited to, those set forth in the Additional Rules and Restrictions section below, and have the authority to agree to these Terms on behalf of yourself, your farm enterprise, and/or your company and to bind yourself and them to these Terms (references to "you" and "your" in these Terms, refer to you, your farm enterprise, and/or your company and its employees, agents and authorized account users). To the extent consistent with applicable law, these Terms establish a business-to-business, commercial and non-consumer relationship.

**Fees.** Your right to use certain Services is subject to your continued and timely payment of all applicable fees for those Services ("**Paid Services**") and any and all outstanding balances owed to any of the AGPRO Companies. Any payment terms or "free trial" terms presented to you in the process of using or signing up for Paid Services are part of these Terms. Please visit our payment page at [agpro.technology](https://us.agpro.technology) for information about membership costs and renewal fees.

**Price Adjustments.** We may modify our prices at any time or modify which Services are included. If we modify our price for any membership which renews automatically, we will give you notice, either in your account or through other means, of the new prices at least thirty (30) days before the beginning of the renewal term in which the prices will be effective. If you (i) do not cancel your subscription as described in the 'Recurring Charges/Automatic Renewal Conditions' section below, or (ii) are located in

a jurisdiction that requires your explicit agreement, you agree to the new prices and authorize us to charge your payment card accordingly.

**Payment Methods.** For subscription related charges, we only accept Online payments via our AgPro portal, credit cards and Electronic transfer. We reserve the right to charge you any processing or transaction fees incurred in connection with any transaction. When we partner with third parties, such as, Stripe®, PayPal®, or banks, to offer you different payment methods, you are solely responsible for reviewing and complying with those third parties' respective terms and conditions, and for completing any required authorization forms or other documents requested by us or those third parties. Furthermore, you consent to us disclosing your Financial Data and Personal Data to such payment processors for purposes of processing payment. We reserve the right to add or discontinue any payment method at any time and without notice. Note: Certain payment methods may not be available for all Services or all Users.

**Services.** You understand that the AGPRO Companies own the Services. The information provided and materials displayed or performed or available on or through the Services, including, but not limited to, text, graphics, aggregated and/or anonymized data, analytics, benchmarking, compilations, articles, photos, images, illustrations, Your Data, and so forth (all of the foregoing, the "Content") are protected by copyright, trademark, trade secret and/or other intellectual property laws. We own the Content presented or available through the Services other than Your Data or other third party content that we make available through the Services. You promise that you won't use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell or otherwise exploit for any purpose any Content not owned by you without the prior consent of the owner of that Content.

**Service Availability.** Our Services are currently available only to Users based in and using the Services in certain parts of the world. Our Services are not available in all locations and are subject to applicable federal, state/provincial, and local law. For example, *AGPRO Grazier*, *AGPRO Grower*, *AGPRO Advisor*, and *AGPRO Analyst* are available only where we are licensed or authorized to offer those Services. Also, not all agronomic data and analytics we provide are applicable to all crops and geographies, so we may tailor the Content we make available to you based on such factors as your location, Your Data, and your crops. We may modify or discontinue a particular Service, or the requirements for access and use of any particular Service, at any time. We'll try to give you notice when we make a material change to the Services that might adversely affect you, but this isn't always practical.

**Data Storage and Transmission.** Your Data may be transmitted to/from and stored by us or third party service providers in the U.S., Canada, and other countries such as Australia, Singapore and Japan where we conduct engineering software development. As such, Your Data may potentially be accessible to the law enforcement and national security authorities of those jurisdictions.

**License.** By sharing Your Data with us, you grant us a royalty-free, worldwide, irrevocable, perpetual license to use, translate, modify, publish, transmit, display, reproduce, commercially exploit, and otherwise act with respect to Your Data, in each case to enable us to operate the Services and for our own business purposes. This is a

license only. Your ownership in Your Data is not affected. All of the licenses you grant to us are subject to our Privacy Policy.

Please note that the Services allow you to share Your Data with other parties, including other AGPRO Members and Professionals and you should make sure your sharing settings are configured to your preferences before sharing Your Data. To the extent you share Your Data with others, you grant them a license to use and exercise all rights in Your Data, as permitted by the functionality of the Services. We are not responsible for how others use Your Data, or the advice or information they provide you when you share Your Data.

**Ag Data and Member Content Submissions.** You represent and warrant that you exclusively own your Ag Data and Member Content and have the right to share and license it to us and other parties. To the fullest extent permitted, you waive any and all moral rights in your Ag Data and Member Content, as applicable. We reserve the right to remove any Ag Data or Member Content for any reason in our sole discretion, including, but not limited to, if someone alleges you contributed the Ag Data or Member Content in violation of these Terms. You agree to indemnify, defend and hold the AGPRO Companies harmless against any third party claims that may arise in connection with disputes arising from your ownership of your Ag Data or Member Content. Certain Services may operate best when AGPRO Members contribute Ag Data or Member Content. As a result, we may from time to time require you to provide certain kinds of Ag Data or Member Content in order to use certain Services. These Ag Data and Member Content contribution requirements are subject to change at any time and in our sole discretion.

### **Copyright Notice and Take-Down Policy.**

**Notice of Infringement.** In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA") for U.S. Users, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, and the Canadian Copyright Modernization Act for Canadian Users, as well as any other applicable jurisdiction's law, we will respond expeditiously to claims of copyright infringement committed using the Services that are reported to our Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Services by completing the following Notice of Alleged Infringement ("Notice") and deliver it to our Designated Copyright Agent. Upon receipt of the Notice as described below, we will take whatever action, in our sole discretion, we deem appropriate, including removal of the challenged material from the Services.

### **Notice of Alleged Infringement ("Notice").**

1. Identify the copyrighted work that you claim has been infringed.
2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be

disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Services where such material may be found.

3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
  - a. "I hereby state that I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
  - b. "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
5. Provide your full legal name and your electronic or physical signature.

Deliver this Notice, with all items completed, to AgPro Technology's Designated Copyright Agent:

**Tel:** +65-6950-0840

**Email:** [info@oneasia.legal](mailto:info@oneasia.legal)

**address:** Focus Law Asia LLC.: 16 Raffles Quay #16-04 Hong Leong Building, Singapore 048581

***Our Response.*** Following receipt of the Notice, we will expeditiously remove or disable the allegedly infringing content. We will also notify the User who submitted or posted the allegedly infringing material and provide them with a copy of the Notice. We may suspend or terminate access to our Services by Users that repeatedly infringe the copyrights of others.

***Counter-Notice.*** If a User believes that their content was removed or disabled by mistake or misidentification, the User can send us a written counter-notification that includes the following:

Email your counter-notice to [support@agpro.technology](mailto:support@agpro.technology) and include all of the following:

1. Your name, address, and telephone number.
2. The source address of the content that was removed (copy and paste the link in the notification email).
3. A statement under penalty of perjury that you have a good faith belief that the content was removed in error.
4. A statement that you consent to the jurisdiction of the United States District Court, Northern District of California, located in San Francisco, California, for U.S. Users or the Court of Queen's Bench in Calgary, Alberta for Canadian Users, and that you will accept service of process from the person who originally provided us with the Notice.
5. A physical or electronic signature (for example, typing your full name).

**Responsibility for Content.** Any information or content publicly posted or privately transmitted through the Services, including Member Content posted through the AGPRO Community service, is the sole responsibility of the person from whom such content originated, and you access all such information and content at your own risk. You acknowledge and agree that the AGPRO Companies are not liable for any errors or omissions in that information or content or for any damages or loss you might suffer in connection with same. We cannot control and have no duty to take any action regarding how you may interpret and use any of the Content or what actions you may take as a result of having been exposed to any Content, and you hereby release us from all liability for you having acquired or not acquired Content through the Services.

The Services may contain links or connections to third party websites or services that are not owned or controlled by the AGPRO Companies. When you access third party websites or use third party services, you accept that there are risks in doing so, and that we are not responsible for such risks. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policies of each third party website or service that you visit or utilize.

The AGPRO Companies have no control over, and assume no responsibility for, the content, accuracy, privacy policies, or practices of or opinions expressed in any third party websites or by any third party that you interact with through the Services. In addition, we will not and cannot monitor, verify, censor or edit the content of any third party site or service. By using the Services, you release and hold the AGPRO Companies harmless from any and all liability, losses and/or damages arising from your use of any third party website or service.

Your interactions with organizations and/or individuals found on or through the Services are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties. You agree that the AGPRO Companies will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

If there is a dispute between Users, or between a User and any third party, you agree that other than as provided in the Copyright Notice and Take-Down Policy section above, the AGPRO Companies are under no obligation to become involved. In the event that you have a dispute with one or more other Users, you release the AGPRO Companies, their respective officers, directors, employees and agents, predecessors, successors, assigns, licensors, advertisers and/or suppliers (collectively, the "**AGPRO Parties**") from claims, demands, and damages of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes and/or our Services. If you are a California resident, you shall and hereby do waive the provisions of California Civil Code Section 1542, which states: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**"

**Non-AGPRO Offerings.** To enhance the value we provide our *AGPRO* Members, we may list products or services offered by other third parties. While we do our best only to list products and services which we believe provide value to *AGPRO* Members, it is a central premise of the *AgPro Technology Network* that with unbiased and transparent information, it is ultimately up to you to determine what course of action to take and conduct whatever investigation you feel necessary in order to evaluate the suitability of a particular product or service for you. Therefore, these offerings should not be construed as either an endorsement or recommendation by us. If you opt-in to being contacted by the third party, we may provide them with your Personal Data, including name, phone number, email, zip or postal code and any other information which may be required for them to contact you. The products and services offered by others are subject to availability and the third party's eligibility criteria. If you visit a third party website, we encourage you to read their terms of service and privacy policies, as these may differ from our own. By using the Services, you agree to indemnify, defend and hold harmless the *AGPRO* Companies from any and all liability, including losses or damages of any sort, arising from your interactions with these third parties.

**AGPRO Offerings.** You are now able to order products through *AGPRO* online or through our mobile app. Please note though that orders placed online or through our mobile app are not complete and do not constitute a sale or offer of sale until we verify that (a) you qualify to transact with us, (b) the desired products are available and are permitted to be sold in your state/province; (c) you have provided any and all documentation which we may request from time to time, and (d) you have executed a separate Sales Order form. All sales initiated online or through our mobile app are subject to the terms and conditions listed on the Sales Order form. In the event of any conflict or inconsistency between the Sales Order and these Terms, the Sales Order shall control.

**Photos and Testimonials.** We host events such as Grower to Grower, webinars and host booths at other industry events. Subject to applicable law, you hereby authorize us to photograph and video/audio-record you at any of these events and authorize us to use your name, likeness, any verbatim notes or quotes, testimonials or any other photographs or comments that you provide us through any means, now known or developed in the future, in perpetuity, without geographical limitation, and without any compensation whatsoever to you, and to the extent permitted, you waive any and all moral rights associated with such content for marketing and promotional purposes.

**Electronic and Telephone Communications.** You explicitly consent to receive communications from us electronically and by telephone, including but not limited to, e-mails, electronic notices, text messages, and phone calls. You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communication be in writing. Unless you advise us otherwise, we may record and save any and all electronic and telephone communications for training, quality assurance, verification purposes, and all other permitted uses under the law. Your consent to receive electronic and telephonic communications is not required to use the Services, however, by withholding your consent, you may not receive certain communications or promotions. If you wish to withdraw your consent to receive electronic and telephonic communications or to

modify the ways in which we contact you, please contact us at [support@agpro.technology](mailto:support@agpro.technology)

**Additional Rules and Restrictions.** Your use of the Services is subject to the following additional rules and restrictions:

- You will only use the Services for the internal benefit of your own farm, or, if you are a Professional, for the benefit of an AGPRO Member's farm. You may also only use the Services in a manner that complies with all laws that apply to you. To the fullest extent permitted by law, you are ineligible for a membership account if you are using the Services to benefit other parties that are not AGPRO member farmers; for resale, wholesale or retail purposes; to provide other services; or to obtain information for the purpose of competing with any of the Services offered by AGPRO. All of the foregoing are prohibited uses of an AGPRO membership account and/or the Services. If your use of the Services is prohibited by any applicable laws, then you are not authorized to use the Services.
- You will not share your account or password with anyone, and you will take reasonable steps to protect the security of your account and your password. You are responsible for any activity associated with your account and subaccounts, whether or not you or a person you have authorized are the persons undertaking such activity.
- You will not contribute any Content or otherwise use or interact with the Services in a manner that:
  - infringes or violates the intellectual property rights or any other rights of anyone else (including ours);
  - is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, or otherwise objectionable or unlawful;
  - jeopardizes the security of your AgPro Data Management account or anyone else's, such as allowing someone else to use your user name or password to access the Services (except on your behalf);
  - violates the security of any computer network, or wrongfully obtains any passwords or security information;
  - "crawls," "scrapes," or "spiders" any page, data, or portion of or relating to the Services or Content (through use of manual or automated means) or copies any significant portion of the Content;
  - decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Services; or
  - is false or misleading in any way.

## **Changes.**

***Changes to these Terms.*** We are always working to improve the Services, so these Terms may need to change along with the Services. We reserve the right to change the Terms at any time, but if we do, we will bring it to your attention by placing a notice on the website, by sending you an email, and/or by some other means. If you don't agree with the new Terms, you are free to reject them; but that means you will no longer be provided access to the Services or be able to use the Services.

***Changes in Services.*** We may, in our sole discretion and at any time, suspend or discontinue any part of the Services, or we may introduce new features or impose limits



(by way of example, see the Ag Data and Member Content Submissions section above regarding the potential requirement for member data or content submissions to use certain Services) on certain features or restrict access to parts or all of the Services. We'll try to give you notice when we make a material change to the Services that would adversely affect you, but this isn't always practical. Similarly, we reserve the right to remove any Content from the Services at any time, for any reason (including, but not limited to, if someone alleges you contributed that Content in violation of these Terms), in our sole discretion, and without notice.

**Automatic Renewal and Termination.** For Paid Services, you agree that we may automatically renew your Membership and charge your default payment card or default bank account via ACH withdrawal up to two days prior to the end of your current Membership at the then-current applicable Membership rate (see Price Adjustments, below), unless you have cancelled your Membership, turned off automatic renewal, or automatic renewal is prohibited by applicable law. If your default payment card or bank account ACH does not process, we reserve the right to automatically charge any other payment card connected to your account. You are free to stop using the Services at any time, and may cancel your Membership or turn off automatic renewal by contacting AGPRO Support at [support@agpro.technology](mailto:support@agpro.technology). Unless you specify otherwise, your Membership and access to the Paid Services will end on your Membership end date. We are also free to terminate your use of, or suspend your access to the Services or your account, for any reason and at any time in our discretion, including, but not limited to, your breach of these Terms or ineligibility for Membership under these Terms. Membership payments are non-refundable and there are no refunds or credits of any kind for a cancelled, suspended, or terminated Membership. Please be aware that we will not be sending you an annual statement regarding renewal or otherwise.

Please refer to our Privacy Policy, as well as the licenses above, to understand how we treat Your Data after you have stopped using our Services. Please note that we are free to terminate (or suspend access to) your use of the Services or your account, for any reason in our sole discretion, including your breach of these Terms or ineligibility for Membership under these Terms. Account termination is effective at the time you confirm termination or at the time we terminate your account, even if termination occurs prior to the end of your then current membership term. As set forth above, we do not refund membership fees on termination for any reason. Provisions that by their nature should survive termination of these Terms shall survive termination. Consistent with these Terms and our Privacy Policy, we may retain and use Your Data after your membership is terminated for any reason. You may request that we provide you a copy of your Ag Data in the original format it was uploaded, or an equivalent format, by contacting us at [support@agpro.technology](mailto:support@agpro.technology) at any time during your membership and for thirty (30) days thereafter. Provisions that by their nature should survive termination of these Terms shall survive termination.

**Promotional Memberships.** From time to time, AGPRO offers some customers trial or other promotional memberships. These trial or promotional memberships are subject to these Terms except as otherwise stated in the promotional offer and are for new customers or certain members only. These promotional memberships may provide customers or members with access to only certain or limited Services. Only one trial or promotional membership is available per farm operation. Such promotional

membership shall automatically expire on the terms of the promotional offer which granted such promotional membership unless the terms of the promotional offer are met.

**Additional Terms for Mobile Applications.** These Terms apply to your use of all the Services, including any applications ("Application") available via Apple, Inc.'s App Store, Google Inc.'s GooglePlay, or any other third party application store (collectively, the "Application Provider"), but the following additional terms will also apply to the Application:

- Both you and we acknowledge that the Terms are between you and us only, and not with the Application Provider, and that the Application Provider is not responsible for the Application, the Services, or the Content;
- The Application is licensed to you on a limited, non-exclusive, non-transferrable, non-sublicensable basis, solely to be used in connection with the Services for your private, personal, non-commercial use, subject to all the terms and conditions of these Terms as they are applicable to the Services;
- You will only use the Application in connection with a device that you own or control;
- You acknowledge and agree that the Application Provider has no obligation whatsoever to furnish any maintenance and support services with respect to the Application;
- In the event of any failure of the Application to conform to any applicable warranty, including those implied by law, you may notify the Application Provider of such failure;
- Upon notification, the Application Provider's sole warranty obligation to you will be to refund to you the purchase price, if any, of the Application;
- You acknowledge and agree that we, and not the Application Provider, are responsible for addressing any claims you or any third party may have in relation to the Application;
- You acknowledge and agree that, in the event of any third party claim that the Application, or your possession and use of the Application, infringes that third party's intellectual property rights, we, and not the Application Provider, will be responsible for the investigation, defense, settlement and/or discharge of any such infringement claim;
- You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- Both you and we acknowledge and agree that, in your use of the Application, you will comply with any applicable third party terms of service or agreement that may affect or be affected by such use;
- Both you and we acknowledge and agree that the Application Provider and the Application Provider's subsidiaries are third party beneficiaries of these Terms, and that upon your acceptance of these Terms, the Application Provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary hereof;
- When you visit and use the Application, we may use GPS technology, cell phone towers, wi-fi signals, or other similar technology to determine your current location to provide you with personalized, location-based services and content. Such location-

based technology is integral to the functionality of the Application, Your location transmits through third party service providers that we utilize to provide you the Services. If you do not want us to use your location for the purposes set forth above, you should turn off the location services in your mobile phone settings and/or within the Application. While you may be permitted to allow or deny such location services and/or sharing of your device's location, if you choose to deny such uses and/or sharing, we may not be able to provide you with the applicable personalized services and content used in the Services; and,

- To the extent there is a conflict between these Terms and any other agreements which govern your use of the Application, these Terms shall take precedence.

## **General.**

***Warranty Disclaimer.*** None of the AGPRO Companies or AGPRO Parties makes any representations or warranties concerning the Services and/or any Content contained in or accessed through the Services, and none of the AGPRO Companies or AGPRO Parties will be responsible or liable for the accuracy, copyright compliance, legality, or decency of Content contained in or accessed through the Services. THE SERVICES AND CONTENT ARE PROVIDED BY THE AGPRO COMPANIES (AND THEIR LICENSORS, ADVERTISERS AND/OR SUPPLIERS) ON AN "AS-IS" BASIS, WITHOUT ANY WARRANTIES OR ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT, AND/OR (B) ANY WARRANTIES THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR DOWNTIME OR THAT THEY ARE FREE FROM ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT YOU WILL EXPERIENCE ANY PARTICULAR CROP OR SEED PERFORMANCE OUTCOME, OR THAT YOU WILL SEE ANY PARTICULAR FINANCIAL, BUSINESS OR AGRONOMIC RESULT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO ONLY PORTIONS OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.

***Limitation of Liability.*** TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) SHALL ANY OF THE AGPRO COMPANIES OR AGPRO PARTIES BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST REVENUES OR PROFITS OR UNREALIZED SAVINGS, ANY CROP OR YIELD LOSS, LOSS OF GOODWILL, WORK STOPPAGE, ACCURACY OF CONTENT AND/OR AMOUNTS EXPENDED IN RELIANCE ON CONTENT (INCLUDING ANALYTICS), BENCHMARKING OR INFORMATION AVAILABLE THROUGH THE SERVICE, OR COMPUTER FAILURE OR MALFUNCTION, AND/OR (B) ANY DAMAGES IN THE NATURE OF PUNITIVE OR EXEMPLARY DAMAGES, OR (C) SHOULD ANY APPLICABLE LAW NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF DAMAGES, ANY AMOUNT, IN THE AGGREGATE, IN EXCESS OF THE GREATER OF (I) \$100.00, OR (II) THE AMOUNTS PAID BY YOU TO THE AGPRO COMPANIES IN CONNECTION WITH THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE APPLICABLE CLAIM. PLEASE BE AWARE THAT SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO ONLY PORTIONS OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY APPLY TO YOU.

**Assignment.** You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your Services account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without consent or notice.

**Miscellaneous.**

**Governing Law.** Governing Law shall be Singapore for all countries other than the U.S and Canada.

**U.S. Users only** - These Terms are governed by and will be construed under the laws of the State of California, without regard to the conflict of laws provisions thereof, except that The Federal Arbitration Act (including its procedural provisions) is the law that will be applied to determine whether the Agreement to Arbitrate and Class Action Waiver below can be enforced and how it should be interpreted. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms. You agree, subject to the arbitration provision below, to the exclusive jurisdiction of the California state courts located in San Francisco, California, or the United States District Court, Northern District of California, respectively, including for the issuance of any injunctive relief, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

**Canadian Users only** - These Terms are governed by and will be construed under the laws of the Province of Alberta, without regard to the conflict of laws provisions thereof. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to these Terms. You agree, subject to the arbitration provision below, to the exclusive jurisdiction of the Court of Queen's Bench or Provincial Courts located in Calgary, Alberta, or the Federal Court located in Calgary, Alberta, as applicable, including for the issuance of any injunctive relief, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

**Severability; No Waiver; Entire Agreement.** The failure of either you or us to exercise, in any way, any right herein shall not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable. You and we agree that these Terms are the complete and exclusive statement of the mutual understanding between you and us, and that these Terms supersede and cancel all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms. Notwithstanding, from time to time, you and we may enter into other agreements concerning the sale and/or purchase of other services or products, or for other purposes, which are subject to additional terms and conditions. In the event of any conflict or inconsistency between those terms and conditions and these Terms, those terms and conditions shall take priority as to the specific transactions they are associated with. You hereby acknowledge and agree that you are not an employee, agent, partner, or joint venture of or with the AGPRO Companies, and you do not have any authority of any kind to bind the AGPRO Companies in any respect whatsoever.

Except for the AGPRO Parties, you and we agree there are no third party beneficiaries intended under these Terms.

***Injunctive Relief.*** You agree that money damages would not be a sufficient remedy for any breach or violation of these Terms by you and, accordingly, you agree that the AGPRO Companies are entitled to immediate injunctive relief from a court of competent jurisdiction as set forth above as a remedy for any actual or threatened breach or violation by you of these Terms without any requirement of proof of damages or the posting of any bond. This remedy is in addition to any and all other remedies available to the AGPRO Companies at law or in equity.

***Agreement to Arbitrate.*** Without limiting the right to seek injunctive relief, you and we agree to resolve any claims relating to the Terms, the Privacy Policy, the Content, and/or the Services through final and binding arbitration. This applies to claims of all kinds and natures under any legal theory. It also applies even after you have stopped using our Services or your use has been terminated or suspended for any reason. This provision does not apply to contracts between you and us, where we have agreed in writing to resolve contract-related claims through other means in connection with specific transactions between us.

An arbitration proceeding is held before a neutral arbitrator rather than a judge and/or jury, so ***we are all giving up our right to a trial before a judge and/or jury.***

Arbitration proceedings are governed by different rules than proceedings before a court. Arbitration proceedings are less formal than court proceedings, and provide limited opportunities for a party to require another party to share information relevant to the dispute—a process called discovery. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. But, if any of us does not like the arbitrator's decision, the courts only have a limited ability to change the outcome of the arbitration or make the arbitrator reconsider his or her decision. If we have a dispute about whether this agreement to arbitrate can be enforced or applies to our dispute, you and we agree that the arbitrator will have the sole authority to decide this issue, too.

The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the any Award may be entered in any court having jurisdiction as set forth above. This clause shall not preclude any party from seeking any provisional remedies in aid of arbitration from a court of appropriate jurisdiction as set forth above. The arbitration will take place in Singapore for world-wide users other than the U.S and Canada, San Francisco, California, for U.S. Users and in Calgary, Alberta for Canadian Users.

***No Class Actions.***

You agree that you can only bring a claim against any of the AGPRO Companies and/or AGPRO Parties on an individual basis. That means:

1. You cannot bring a claim as a plaintiff or class member in a class action, consolidated action or representative action.

2. The arbitrator cannot combine more than one person's claim into a single case, and cannot preside over any consolidated, class or representative arbitration proceeding (unless you and we both agree to change this).
3. The arbitrator's decision or award in one person's case can only impact the person who brought the specific claim, and cannot be used to decide other disputes with other Users and/or Members.

If a court decides that this subsection on "No Class Actions" is not enforceable or valid, then the entire Agreement to Arbitrate and Class Action Waiver will be null and void, but the rest of the Terms and Privacy Policy will still apply.