

FD AgroTechnologies Corporation Terms of Service

Last updated: September 23, 2020

The terms of service listed below (the “**Terms**”) constitute the entire agreement between you and FD AgroTechnologies Corporation (commonly doing business as “Farm Dog”) and its affiliates (“**Farm Dog** or “**us**”, “**our**”, “**we**”). These Terms govern your access and use of the Farm Dog website (the “**Site**”) and the related mobile application (the “**App**”) and software that provides agricultural monitoring and analytics services (collectively, the “**Services**”). “**You**” means a user of the Services. By accessing or using the Services you agree that you have read, understood, accept and agree to be bound by these Terms, as well as our privacy policy, as we may update from time to time, a current version of which is available at <http://farmdog.ag/pdf/farm-dog-privacy-policy.pdf> (the “**Privacy Policy**”). If you do not agree to these Terms or the Privacy Policy, do not access or use the Services.

Changes may be made to these Terms from time to time. Your continued use of the Services will be deemed acceptance to any such amended or updated Terms. By using the Services, you acknowledge that you have read, understood and agreed to these Terms and the Privacy Policy.

1. Use of the Services. Farm Dog allows you to access and use the Services subject to the terms and conditions of these Terms. Use of and access to the Services is void where prohibited. By using the Services you represent and warrant that (a) any and all information you submit to the Services is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services does not violate any applicable law or regulation or any obligation you may have to a third party. In order to open an account we will request certain personal information, including name and email address, and retain the right to request additional information and you agree to provide that information in response to such request. You acknowledge that Farm Dog may, in its sole discretion and at any time, discontinue providing the Services or any part thereof or modify the Services without notice.

2. Subscription to the Services. The use of our Services is based on commercial terms and fees set forth at www.farmdog.ag.

3. Registration. To use the Services you must first sign up on the Services and input the requested data regarding your name and contact information. You will then be requested to input agronomic information regarding your fields, including, but not limited to, their precise GPS location, the crops being grown, pests, diseases, and other observations identified in the field, pictures taken in relation to observations, and other similar information and pictures (altogether, the “**Agronomic Data**”). Agronomic Data may also include farm management data and machine data that you may provide as part of your use of the Services. When you sign up on the Services, you represent that all the Agronomic Data that you input is truthful and correct. Your account is subject to termination if you or anyone using your account violates these Terms. If your account is terminated, you may not join Farm Dog again without express permission. You agree to immediately notify Farm Dog of any unauthorized use of your account. You are fully and solely responsible for the security of your computer system, your mobile phone and all activity on your account, even if such activities were not committed by you. Farm Dog will not be liable for any losses or damage arising from unauthorized use of your account, and you agree to indemnify and hold Farm Dog harmless for any improper or illegal use of your account, including any communications sent and any charges and taxes incurred, unless you have notified us via e-mail to support@farmdog.ag that your account has been compromised, and have requested us to block access to it. This includes illegal or improper use by someone to whom you have given permission to use your account. By accepting these Terms you consent to our sending alerts and notifications to your mobile and your email address, provided upon registration.

4. Termination of Account. You agree that Farm Dog may for any reason, in its sole discretion and without notice, terminate your account. Grounds for such termination may include (i) extended periods of inactivity, (ii) violation of the letter or spirit of these Terms, (iii) fraudulent behavior, or (iv) behavior that is harmful to other users, third parties, or the business interests of Farm Dog. If Farm Dog believes, in its sole discretion, that a violation of these Terms or any illegal behavior has occurred, we may take any other corrective action we deem appropriate. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone believed to have engaged in illegal behavior through the Services. Any suspension, termination, or cancellation shall not affect your obligations to Farm Dog and its licensors under these Terms (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation.

5. Agronomic Data Collection and Suggestions. Upon registration, you will provide us with Agronomic Data (as defined above). We will also be gathering Agronomic Data from other users, as well as other forms of related data from various third party sources including other companies and university and government resources (altogether, the “**Collected Data**”). We use the Collected Data in order to provide you with predictions, warnings, treatment comparisons, suggestions and alerts regarding the needs of and potential threats to your particular fields through push notifications, email, and the Services (altogether, “**Suggestions**”). While we attempt to provide you with useful Suggestions, we cannot and do not represent or warrant that you will find such Suggestions useful or that our Suggestions will be either accurate or comprehensive. As between you and Farm Dog, you shall at all times retain ownership of the Agronomic Data. You hereby grant to Farm Dog, its affiliates and it and their successors a perpetual, unlimited, fully sublicenseable, transferable, irrevocable, royalty-free, worldwide right and license to access, use, reproduce and prepare derivative works based on the Agronomic Data that you make available on or by means of the Services or otherwise make available to us, in any media formats, for all purposes including without limitation for Farm Dog’s internal business purposes and to develop and expand Farm Dog’s knowledge base to provide the Services. This license includes use of the Agronomic Data to compile, use and disclose anonymous, aggregated statistics that include the Agronomic Data, provided that no such information will directly identify and cannot reasonably be used to identify you. You shall be solely responsible for ensuring that you have obtained all necessary third party consents and made all required disclosures in connection with the foregoing license grant.

6. Product information. Farm Dog may at times, and at our discretion, provide you with product information, including, but not limited to pesticide information. This product information is provided via an integration with CDMS and may be shown to you in search results initiated by you, as a push notification from Farm Dog, or any other means. The product information displayed in these search results (or other means) is provided “AS IS,” without warranty express or implied, and for information purposes only. Although we endeavor to present current and accurate information, search results contain information created and maintained by a variety of external sources that may not be current or complete. We do not control, monitor or guarantee the timeliness or accuracy of the information provided by such external sources. Inclusion of a product in a search result does not constitute our endorsement of that product. It is your responsibility to review the official manufacturer product label information, applicable regulations, and otherwise research the accuracy, completeness and usefulness of all information, claims and opinions contained in these search results. In no event will we or our data providers be responsible or liable directly or indirectly for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any information contained in these search results, including information that is outdated or incorrect. The search results are provided under a limited non-exclusive, revocable, nontransferable license, and may not be redistributed or used to develop a stand-alone database. Further, the search results may include materials covered by registered copyrights and trademarks. All rights not expressly granted herein are reserved by the intellectual property owners. In no event shall the liability of CDMS, its officers, directors and agents hereunder exceed \$100 in the aggregate.

7. Efficacy information and treatments. We may at times, and at our discretion, provide you with efficacy information on available treatments in your area. While we attempt to provide you with useful information, we cannot and do not represent or warrant that you will find such information useful or that the information will be either accurate or comprehensive. Always consult the appropriate label for specific product information, availability, and use restrictions. Always follow all local laws and regulations regarding pesticide use, including, but not limited to, registration of use, safety, and times of use. While we do our best, we cannot and do not represent or warrant that the efficacy information provided is the most up-to-date or accurate for your area.

8. Intellectual Property. Farm Dog and its licensors own the Services including all worldwide intellectual property rights in the Services and the trademarks, service marks, and logos contained therein. Except as expressly permitted herein, you may not copy, further modify, duplicate, distribute, display, perform, sublicense, republish, retransmit, reproduce, create derivative works of, transfer, sell or otherwise use the Services. You will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights or notices incorporated in the Services. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms grants you any right to use any trademark, service mark, logo, or trade name of Farm Dog or any third party.

9. Your Responsibilities. You represent and warrant that (i) the Agronomic Data that you provide us with is accurate and (ii) that you have all rights to grant us the license to the Agronomic Data. You represent and warrant that you will use any information acquired by means of the Services in a lawful and responsible manner. It is your sole responsibility to check the accuracy of any Suggestions given by the Services before undertaking, or omitting, any course of action based upon such Suggestions or lack thereof. Farm Dog cannot and does not accept any responsibility or liability in respect of the actions or omissions of any users. Please be aware that in case of law enforcement request, Farm Dog's policy is to make all efforts to cooperate with law enforcement officials regarding any unlawful behavior, and we will share all data to the extent required to cooperate with such request.

10. Use Restrictions. The software and technology underlying the Services are the property of Farm Dog, and you may not, nor attempt to, (a) decipher, decompile, disassemble, or reverse-engineer any of the software used to provide the Services; (b) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any content; (c) use any robot, spider, site search or retrieval service, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Site and/or Services; (d) use or access another user's account or password without permission, (e) frame or mirror any part of the Site and/or Services, or use metatags or code or other devices containing any reference to the Site and/or Services in order to direct any person to any other website for any purpose, or (f) interfere with or disrupt the Site and/or Services or the servers or networks connected to the Site and/or Services.

11. Disclaimers Your use of the Services is at your sole discretion and risk. The Services are provided on an AS IS and AS AVAILABLE basis without warranties of any kind from Farm Dog. FARM DOG EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, RELATING TO THE SERVICES AND SUGGESTIONS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. FARM DOG DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS AND PERFORMANCE OF THE SERVICES; OR (II) THAT THE SERVICES WILL BE COMPREHENSIVE OR ERROR-FREE OR THAT ANY ERRORS OR OMISSIONS WILL BE CORRECTED.

Collected Data comes from a variety of sources, including users' Agronomic Data and public and private third party resources and databases. Farm Dog attempts to be as accurate as possible. However, Farm Dog cannot guarantee the accuracy of Collected Data, which Farm Dog relies upon to generate Suggestions. FARM DOG DOES NOT INVESTIGATE THE VERACITY OR ACCURACY OF ANY OF THE COLLECTED DATA ON WHICH THE SUGGESTIONS ARE BASED. AS SUCH, FARMDOG DOES NOT WARRANT THAT ANY SUGGESTION IS ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. FARM DOG IS NOT RESPONSIBLE FOR ANY INCORRECT, INCOMPLETE OR INACCURATE SUGGESTION DISTRIBUTED BY THE SERVICES, WHETHER CAUSED BY USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE SERVICES. FARM DOG CANNOT AND DOES NOT ACCEPT ANY LIABILITY FOR ANY RELIANCE BY YOU ON SUCH INFORMATION. ANY YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SERVICES, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICES.

No advice or information obtained by you from Farm Dog shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you.

12. Limitation of Liability. Farm Dog assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any of the Services and/or Alerts. Farm Dog is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or traffic congestion on the Internet or on the Services, including any injury or damage to users or to any person's computer or mobile device related to or resulting from participation or downloading materials in connection with the Services. To the maximum extent permitted under applicable law, under no circumstances shall Farm Dog be responsible for any loss or damage, including personal injury or death, resulting from your use of the Services.

IN NO EVENT SHALL FARM DOG OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES TO ANY FIELDS, SOIL, CROPS OR AGRICULTURE OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR RELIANCE ON THE SERVICES, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, COMPLETENESS OR UTILITY OF THE SUGGESTIONS PROVIDED AS PART OF OR THROUGH THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT FARM DOG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION AND IN NO EVENT SHALL FARM DOG'S CUMULATIVE LIABILITY TO YOU EXCEED AMOUNTS PAID TO FARMDOG FOR USE OF THE SERVICES. IF YOU HAVE NOT MADE ANY PAYMENTS TO FARM DOG FOR THE USE OF THE SERVICES, THEN FARM DOG SHALL NOT HAVE ANY LIABILITY TOWARDS YOU.

13. Indemnification. You agree to indemnify, defend, and hold harmless Farm Dog and its respective employees, directors, officers, subcontractors and agents of each, against any and all claims, damages, or costs or expenses (including reasonable attorneys' fees) that arise directly or indirectly from: (a) breach of these Terms by you or anyone using your computer or password; (b) any claim, loss or damage experienced from your use or attempted use of (or inability to use) the Services; (c) your violation of any law or regulation; (d) your infringement of any right of any third party; and (e) any other matter for which you are responsible hereunder or under law. You agree that your use of the Services shall be in compliance with all applicable laws, regulations and guidelines.

14. Content Linked to by Farm Dog. Portions of the Services including, without limitation, advertisements, may involve linking to or using web sites belonging to third parties. The Services may also provide you with links to access the Sites of third party vendors or retailers. We have no control over third-party sites, and all use of third-party sites is at your own risk. Additionally, Farm Dog cannot accept responsibility for any payments processed or submitted through such third party sites, or for the privacy policies of any such sites. Farm Dog is not responsible for content made available by means of such sites. Farm Dog does not endorse any products offered by third parties and we urge our users to exercise caution in using third-party sites.

15. Term. The term of this agreement will commence on the date you accept these Terms by registering for the Services and will continue indefinitely unless otherwise terminated in accordance with these Terms. You may terminate these Terms at any time by emailing us at support@farmdog.ag and requesting that we terminate your Farm Dog account. Farm Dog may terminate these Terms and all rights granted hereunder without notice by deleting your account. Sections 5 through 11 (inclusive) and 13 will survive the termination or expiration of these Terms for any reason.

16. Miscellaneous. These Terms shall be governed by the laws of the State of California. Your conduct may also be subject to other local, state, and national laws. Any action to be brought in connection with these Terms or the Site shall be brought exclusively in the courts in California and you irrevocably consent to their jurisdiction. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action against Farm Dog must be brought within one (1) year of the date such cause of action arose. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision which most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. We may provide any notices required to be provided hereunder as a push notification on your mobile phone or computer or to any contact information you have provided upon registration at our sole discretion. Nothing in this Agreement creates any agency, employment, joint venture, or partnership relationship between you and Farm Dog or authorizes you to act on behalf of Farm Dog. Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between Farm Dog and you pertaining to the subject matter hereof, and any and all other agreements existing between us relating thereto are hereby canceled. We may assign our rights and obligations hereunder to any third party without prior notice. You shall not assign any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. We may elect to keep archives of all or parts of the Services but we cannot guarantee that anything available on the Services or any records or information relating to the Services will be archived, or that any archives will be preserved or made publicly available. We may delete any such information without notice, at our sole discretion.