

## TERMS OF USE

**Effective Date: November 21, 2017**

**PLEASE READ THESE TERMS (as defined below) CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT USE THIS WEBSITE.**

**YOU SHOULD PRINT A COPY OF THESE TERMS FOR FUTURE REFERENCE.**

### **1. Acceptance of the Terms**

Welcome to the website and online service of Farmers Edge Inc. This is a legal agreement between you and Farmers Edge Inc. (also referred to as "Farmers Edge", "us", or "we", which terms include all of the officers, directors, shareholders, agents, users, representatives, contractors, employees, affiliates, subsidiaries, licensors, licensees, suppliers and partners of Farmers Edge). These Terms govern your use of the Site (as defined below).

The term "Site" means this website, having the URL <http://www.agphdsoils.com>, or any other website having a URL which re-directs to <http://www.agphdsoils.com>, as well as any related applications made available by Farmers Edge from time to time at the Site or in any app stores for use on mobile devices, tablets, personal computers and other devices, and subdomains and subsidiary sites, and all of the related web pages relating thereto, including, but not limited to, content, interfaces, user interfaces, visual interfaces, applications, software, reports, information, photographs, images, ideas, inventions, illustrations, audio clips, video clips, data, code, designs, pictures, articles, publications, graphics, text, files, icons, user accounts, titles, themes, objects, techniques, know-how, databases, charts, dialogue, locations, concepts, artwork, sounds, music, musical compositions, audio-visual effects, methods of operation, moral rights, product names, company names, trademarks, logos and trade names or other materials uploaded, downloaded and/or contained in or electronically Distributed (as defined below) on the Site or the Service (as defined below), including the manner in which the said content and information is presented or appears, together with all intellectual property rights therein.

The term "Distribute(d)" means to incorporate, run, submit, use, display, copy, upload, post, reproduce, embed, communicate, publish, distribute, create derivative works of, adapt, translate, perform, transmit, arrange, modify, export, merge, transfer, share, outsource and/or make available.

The term "Service" means the Site, as well as any online services offered by Farmers Edge.

By registering with, accessing or using any aspect of the Service, you signify that you have read, understood and agree to be bound by these Terms, whether or not you are a registered user of our Service, including those additional terms and conditions and policies referenced herein and/or available by hyperlink in these Terms. You must abide by Farmers Edge policies as stated in these Terms as well as all other operating rules, policies and procedures that may be published from time to time on the Service, each of which is incorporated herein by reference and each of which may be updated by Farmers Edge from time to time without notice to you.

Certain areas of the Site (and your access to or use of certain aspects of the Service) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and the terms and conditions posted for a specific area of the Site or a certain aspect of the Service, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site or Service, as applicable.

**BY CLICKING "I ACCEPT" OR OTHERWISE ACCESSING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE TERMS,**

INCLUDING THE PRIVACY POLICY ON THE SITE, AND ANY ADDITIONAL TERMS, POLICIES, OPERATING RULES AND PROCEDURES REFERENCED HEREIN AND/OR AVAILABLE BY HYPERLINK IN THESE TERMS, OR FUTURE MODIFICATIONS AS DESCRIBED OR REFERENCED HEREIN (COLLECTIVELY, "TERMS"). If you are not eligible, or do not agree to these Terms, then please do not access or use the Service. These Terms apply to all Users (as defined below). The term "User(s)" means a person who uses and accesses the Service in any manner, including merely accessing or viewing the Site, and includes a registered user, visitor, customer, contributors of User Content (as defined below), or browser, and such a person is referred to in these Terms as "user" or "you".

If you are registering or using the Service on behalf of, or in connection with, your employment or engagement with a company, entity or organization (collectively, "Subscribing Organization"), you represent and warrant that you are an authorized representative of that Subscribing Organization with the authority to bind such organization to these Terms, and you hereby do agree to be bound by these Terms on behalf of such Subscribing Organization. In such a case, references to "you" in these Terms shall be construed to mean you, the Subscribing Organization, and any other individual that uses the Service on the Subscribing Organization's behalf or in connection with their employment with or engagement by such Subscribing Organization. To the extent your Subscribing Organization has a separate written agreement with Farmers Edge, that agreement will define the order of precedence between these Terms and that separate agreement with respect to such Subscribing Organization, provided that you remain individually bound by these Terms with respect to your use of the Service.

## **2. Account Registration**

In consideration of your access or use of any aspect of the Service, including the Site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by any registration form(s) on the Service, including your geographical location and address (the "Registration Data"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete, including a valid email address. If you provide any information that is untrue, inaccurate, not current or incomplete, Farmers Edge has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

Registered Users may receive a password and account designation upon completing the Service registration process. You are responsible for maintaining the confidentiality of the password, account designation and account and are fully responsible for all activities that occur under your password, account designation or account. You agree to: (a) immediately notify Farmers Edge of any unauthorized use of your password, account designation or account or any other breach of security; and (b) ensure that you exit from your account at the end of each session. You agree that Farmers Edge cannot and will not be liable for any loss or damage arising from your failure to keep your password and account secure.

You may not transfer or sell your account and account designation to another party. If you are registering as a business entity or Subscribing Organization, you personally guarantee that you have the authority to bind the entity or Subscribing Organization to these Terms.

You may not access or use the Service if you live in a jurisdiction where access or use of the Service or any part of it may be illegal or prohibited. It is solely your responsibility to determine whether your access or use of the Service is lawful, and you must comply with all applicable laws. We reserve the right to request proof of identification and residence.

The Service is not available to temporarily or indefinitely suspended Users. Farmers Edge reserves the right, in the sole discretion of Farmers Edge, to cancel unconfirmed or inactive accounts. Farmers Edge reserves the right to refuse the Service to anyone, for any reason, at any time.

### **3. Privacy**

Farmers Edge collects, uses and discloses Users' personal information in accordance with its Privacy Policy, which is available by clicking here [www.agphdsoils.com](http://www.agphdsoils.com). The Farmers Edge Privacy Policy may be changed from time to time by Farmers Edge in its discretion without any notice or liability to you or any other person by making an amended Privacy Policy accessible through the Service. By accepting these Terms, and each time you use and access the Service, you consent to the collection, use and disclosure of your personal information by Farmers Edge in accordance with the Privacy Policy as it then reads.

### **4. Changes to Terms of Use**

Farmers Edge reserves the right, at its sole discretion, to change, amend, modify, delete or add to the terms and conditions contained in these Terms, at any time, without further notice by posting any changes on the Service. Any new terms or conditions will be effective as soon as they are posted, and by continuing to access or use the Service, you will be deemed to have accepted the new terms and conditions. It is your responsibility to check these Terms periodically and you are deemed to be aware of such changes. If you do not agree to the changes, please stop using the Service.

### **5. Paid Services**

The Service is for convenience and informational purposes only and is not intended to convey advice or recommendations, or an offer to sell any product or service. The Terms are in addition to any other agreement you may have with Farmers Edge, including a transaction agreement. Your use of the Service includes the ability to enter into agreements and/or to make offers to purchase electronically. IF YOU CHOOSE TO ENTER INTO AGREEMENTS AND/OR TO MAKE OFFERS TO PURCHASE ELECTRONICALLY, YOU ACKNOWLEDGE THAT YOUR ELECTRONIC COMMUNICATIONS ARE SUFFICIENT TO CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND PURCHASES. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC COMMUNICATIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO ON THE SITE AND THE SERVICE. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

Certain aspects of the Service may be provided for a fee or other charge. These fees and charges are described on the Service, and in the event you elect to use paid aspects of the Service, you agree to the pricing, payment and billing policies applicable to such fees and charges, posted or linked at the Service when you elect to use the paid aspects of the Service. Farmers Edge may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.

### **6. Intellectual Property Ownership**

The Service is the proprietary property of Farmers Edge Inc., its content suppliers or its licensors, as the case may be. Unless expressly stated otherwise, the Service is protected by Canadian and international copyright, trademark and other applicable laws. You do not acquire ownership rights or any implied right to the Service that you obtained, accessed, used or viewed via the Service.

### **7. Trademarks**

The Marks (as defined below) are registered or unregistered trademarks, trade dress, designs, domain names, logos or trade names owned or licensed by Farmers Edge. All other trademarks, trade dress, designs, domain names, trade names and logos not owned by Farmers Edge that appear on or via the Service are the property of their respective owners, who may or may not be affiliated with,

connected to, or sponsored by Farmers Edge. Any use of the Marks, except as expressly provided in these Terms, is strictly prohibited. Nothing appearing on or via the Service or elsewhere shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use, display or copy, in any manner, any of the Marks.

The term "Marks" means the FARMERS EDGE name and logo, AG PHD SOILS name and logo, SMART VR name, and any other trademarks, trade dress, designs, trade names, domain names and logos appearing on or in connection with the Service.

## 8. **Licence**

We acknowledge that when you obtain access to the Service, your computer downloads a copy of the information that is on it. Provided that you are eligible for use of the Service and subject to these Terms, Farmers Edge hereby grants to you a limited personal, non-exclusive, non-sublicensable, revocable, non-assignable and non-transferable right and license, worldwide, to access, read, display on your computer, download and print a single copy of the text and images which are available on the Site (including any forms available on the Site which are designated for printing), solely for your personal and non-commercial use in connection with viewing the Site on any computer and any mobile devices, tablets, personal computers and other devices which you own and control, subject to any usage rules or other restrictions set out by the device manufacture, app store provider or platform operator for the term of these Terms (the "License"). The License is personal to you, and may not be assigned, transferred or sub-licensed to any other person

Without limiting the generality of the foregoing, you may not make any commercial use of the Service, include the Service in or with any product or service that you create or distribute, or copy the Service onto your, or any other person's, website. Farmers Edge retains all rights not expressly granted hereunder.

You will keep all copyright and other proprietary notices intact. Your use of the Service does not transfer to you any ownership or other rights in the Service. You may use the Service only in the manner described expressly in these Terms and subject to all applicable laws. The Service may NOT be Distributed, forwarded, framed, reproduced, republished, downloaded, uploaded, incorporate, sold or exploited in any form or by any means, in whole or in part, without the prior written permission of Farmers Edge, except as expressly permitted by these Terms or by applicable copyright laws. Using the Service for any other purpose or in any other manner is strictly prohibited.

ANY USE OF THE SERVICE, OTHER THAN AS SPECIFICALLY AUTHORIZED UNDER THESE TERMS, WITHOUT THE PRIOR WRITTEN PERMISSION OF FARMERS EDGE, IS STRICTLY PROHIBITED AND WILL TERMINATE THE LICENSE. SUCH UNAUTHORIZED USE MAY ALSO VIOLATE APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION COPYRIGHT AND TRADEMARK LAWS, AND APPLICABLE REGULATIONS AND STATUTES. THE LICENSE IS REVOCABLE BY FARMERS EDGE AT ANY TIME WITHOUT NOTICE AND WITH OR WITHOUT CAUSE.

## 9. **User Content**

Please do not Distribute User Content (as defined below) on or through the Service. We want to avoid the possibility of future misunderstandings when projects developed by us or under our direction might seem to others to be similar to their own creative work. We therefore ask that you not Distribute any User Content. "User Content" means user-generated content about the products and services of Farmers Edge, including questions, suggestions, information, inquiries, testimonials, feedback, reviews, emails, ideas, drawings, comments, opinions, audio, videos, photographs, or other content or material, including any intellectual property rights relating thereto. The term "User Content" does not

include any Licensee Content (as defined in the End User Licence Agreement which is available on the Site).

If you do Distribute User Content on or through the Service, all right, title and interest in the User Content shall be deemed the sole exclusive property of Farmers Edge. When you Distribute User Content, you assign and transfer and/or shall cause the assignment and transfer over to Farmers Edge of any right, title and interest, world-wide, you may have or may in the future acquire in and to the User Content, without any remuneration. You agree, at the request of Farmers Edge, to do or to cause all lawful acts to secure and protect the rights and interests of Farmers Edge in the User Content, without any compensation, but without expense to you, and you agree, when requested by Farmers Edge, to execute, acknowledge and deliver to Farmers Edge, without compensation but without expense to you, any and all instruments, assignments, waivers and documents relating thereto. You waive all of your moral rights in the User Content that you make available on or through the Service in favor of Farmers Edge.

When you Distribute User Content on or through the Service, you represent and warrant: (1) that you own or otherwise control all of the rights to the User Content or that you otherwise have obtained all rights and consents that are necessary to transfer ownership of the User Content to Farmers Edge; (2) that the User Content is accurate; (3) that use and Distribution of the User Content will not infringe the rights of any third party and will not otherwise cause injury to any person or entity; (4) that you will immediately notify us of any User Content that does not comply with these Terms or may infringe the rights of a third party or third parties; and (5) that the User Content is original to you and that no other party has any rights thereto.

YOU AGREE TO INDEMNIFY FARMERS EDGE FOR ALL CLAIMS BROUGHT BY A THIRD PARTY AGAINST FARMERS EDGE ARISING OUT OF YOUR USER CONTENT, INCLUDING ANY CLAIM IN RESPECT OF INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR A CLAIM ARISING OUT OF OR IN CONNECTION WITH A BREACH OF ANY OF THE ABOVE REPRESENTATIONS AND WARRANTIES. FARMERS EDGE TAKES NO RESPONSIBILITY AND ASSUMES NO LIABILITY FOR ANY USER CONTENT DISTRIBUTED BY YOU OR ANY THIRD PARTY.

Farmers Edge considers any User Content Distributed on or through the Service to be non-confidential, and Farmers Edge shall not be liable for the disclosure or use of such User Content. If, at Farmers Edge's request, you send User Content to improve the Service, Farmers Edge will also consider that User Content to be non-confidential, and Farmers Edge will not be liable for the use or disclosure of the User Content. Any communication by you to Farmers Edge is subject to these Terms.

If applicable, Farmers Edge shall have the right but not the obligation to monitor, edit, refuse to post or remove any User Content. Without limiting the foregoing, Farmers Edge shall have the right to remove any material that Farmers Edge, in its sole discretion, finds to be in violation of the provisions of these Terms, or otherwise objectionable. Although Farmers Edge reserves the right to remove, without notice, any User Content for any reason, Farmers Edge has no obligation to delete User Content that you may find objectionable or offensive

#### **10. Modifications to this Service**

Notwithstanding any other provision of these Terms and without prejudice to any other rights we may have, Farmers Edge may, in its discretion and for its convenience, at any time, change, discontinue, delete, deactivate, modify, restrict, suspend or terminate, immediately, temporarily or permanently, these Terms, your password, your account, the User Content and/or the Service, or any part thereof, without any notice or liability to you or any other person, for any reason. Farmers Edge may also

impose limits on certain features and services or restrict your access and use to parts or all of the Service without notice or liability.

## 11. **Links and Framing**

While the Service may contain links to external sites or resources, Farmers Edge is not responsible for the content of any of the linked external sites or resources. Farmers Edge provides these links as a convenience. The provision of a link or resource does not imply that there is any association between us and the operators of the external site or resource. FARMERS EDGE DOES NOT ENDORSE ANY EXTERNAL SITE OR RESOURCE OR ACCEPT RESPONSIBILITY OR LIABILITY FOR ITS CONTENT, PRODUCTS, SERVICES, ACCURACY, AUTHENTICITY, TIMELINESS OR COMPLETENESS. Your use of any external site and resources is governed by the terms of use of that site or resource. You access these linked external sites and resources at your own risk. You may find some content to be offensive, harmful, inaccurate, or deceptive. You agree that Farmers Edge shall not 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 such content, products or services available on or through any such external sites or resources.

The Service may contain the opinions, advice, statements and views of other Users. Given the interactive nature of the Service, we cannot endorse, guarantee, or be responsible for the accuracy, efficacy, or veracity of any content generated by our Users. Any opinions, advice, statements and views expressed or made available by third parties, including Users, are those of the respective author(s) or distributor(s) and not of Farmers Edge. FARMERS EDGE NEITHER ENDORSES NOR IS RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, STATEMENT OR VIEW MADE ON THE SERVICE BY ANYONE OTHER THAN AUTHORIZED FARMERS EDGE EMPLOYEE SPOKESPERSONS WHILE ACTING IN THEIR OFFICIAL CAPACITIES.

## 12. **Rules of Conduct**

You agree that you will be personally responsible for your use of the Service and for all of your communication and activity in using the Service, including any User Content you contribute.

YOU AGREE AT ALL TIMES TO INDEMNIFY, DEFEND AND HOLD FARMERS EDGE HARMLESS FROM ANY AND ALL LIABILITY OR DAMAGES ARISING FROM YOUR CONDUCT ON THE SERVICE, INCLUDING ANY USER CONTENT THAT YOU CONTRIBUTE AND/OR INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

As a condition of using the Service, you agree to all of the following:

- You are solely responsible for your conduct and any User Content that you Distribute on the Service or that you allow others to Distribute on the Service under your account.
- You will not Distribute any User Content to, on or through the Service that is fraudulent, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, obscene, libelous, slanderous, pornographic, invasive of another's privacy, or hateful.
- You will not Distribute any User Content that infringes or violates a patent, trademark, trade secret, copyright or other intellectual property rights of another person or entity, or that violate any right of privacy, or offer content that you do not have a right to make available under any law or under contractual or fiduciary relationships.
- You will not transmit any worms or viruses, spyware, malware, bugs or any other harmful or destructive code to or through the Service.

- You will not Distribute to users any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," "affiliate links," or any other form of solicitation.
- You may not link to or frame the Service, or any portion thereof, except as provided herein. Farmers Edge does not permit activities such as bring-up or presenting content of the Service within another website. In this regard, without limiting the provisions contained in these Terms, you may not frame any webpage from the Service. Further, you may not archive, cache or mirror any of the Service, or any part thereof.
- You will not use the Service for any illegal or unauthorized purpose or violate any applicable state, federal or local laws in your jurisdiction (including but not limited to intellectual property laws, criminal laws against money laundering, or tax laws).
- You will not "stalk" or otherwise harass anyone on or through the Service.
- You will not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity, or falsely state or otherwise misrepresent your affiliation with an individual or entity.
- You will not access another registered user's account without that registered user's permission, nor will you compromise another registered user's account. You agree that if such acts are brought to the attention of Farmers Edge, Farmers Edge may (1) immediately terminate your account, if any; and (2) provide all relevant information to law enforcement officials in order to assist in an investigation of your actions.
- You will not violate nor attempt to violate the security of the Service, including, without limitation:
  - accessing data not intended for you, including logging into a server or account which you not authorized to access;
  - attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization;
  - using any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Service or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Service or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Service;
  - taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or the systems or networks of Farmers Edge, or any systems or networks connected to the Service or the systems of Farmers Edge;
  - conducting a reverse look-up, tracing or seeking to trace any information on any other user to its source, or exploit the Service or information made available or offered by or through the Service, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Service;

- attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of "denial of service" attacks, overloading, "flooding", "mailbombing" or "crashing";
  - disrupting network nodes or network services or otherwise restricting, inhibiting, disrupting or impeding the ability of Farmers Edge to monitor or make available the Service; or
  - taking any action in order to obtain services to which you are not entitled.
- You shall not transmit email or any other content that includes personal or identifying information about another person without that person's explicit consent.
  - You shall not transmit email or any other content that is false, deceptive, misleading, deceitful, or constitutes "bait and switch".
  - You shall not sublicense, reproduce, duplicate, rent, lease, sell, resell, exploit, redistribute, reverse engineer, broadcast, Distribute, disseminate, decompile, publish, translate, adapt or vary any of the Service, or any portion thereof, including but not limited to the Site, in any form or by any means whatsoever, be they physical, electronic or otherwise.
  - The term "Service" means the Site, as well as any online services
  - You shall not remove any copyright, trademark or proprietary notices from any copies of the Service.
  - You shall not create a database in electronic or structured manual form by systematically downloading and storing all or any of the Service.
  - Your use of the Service cannot in any way harm or prejudice the image or perception of the Service or Farmers Edge to others receiving the information on the Service.

### 13. **Termination**

Notwithstanding any other provision of these Terms and without prejudice to any other rights we may have, Farmers Edge may, in its discretion and for its convenience, at any time, change, discontinue, delete, deactivate, modify, restrict, suspend or terminate, immediately, temporarily or permanently, these Terms, your password, your account, the User Content and/or the Service, or any part thereof, without any notice or liability to you or any other person, for any reason.

If we terminate your account, your right to use the Service will immediately cease. You may terminate your account at any time and for any reason, and we will make available through the Service reasonable means for you to do so. If you do not comply with these Terms at any time, Farmers Edge reserves the right to immediately suspend or terminate your access to the Service, or any part thereof, and/or your account, if any.

Any such termination by Farmers Edge shall be in addition to and without prejudice to such rights and remedies as may be available to Farmers Edge, including injunction and other equitable remedies.

If these Terms or your permission to access or use all or any part of the Service is terminated for any reason, then these Terms and all other than existing transaction agreements between you and Farmers Edge will continue to apply and be binding upon you regarding your prior access to and use of the Service, and anything connected with, relating to or arising therefrom. You agree that Farmers Edge shall not be liable to you or any third-party for any termination of your access and use to the Service or any part thereof.



All provisions of these Terms will survive termination, including without limitation, the disclaimers, limitations on liability, warranties, representations, ownership, termination, interpretation, intellectual property provisions, your licenses to us and the indemnity provisions of these Terms will survive the termination of these Terms.

#### **14. DISCLAIMERS AND LIMITATION OF LIABILITY**

**THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.**

**YOU AGREE THAT THE SERVICE AND ALL PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE ARE PROVIDED BY FARMERS EDGE ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU FURTHER AGREE THAT YOUR USE OF THE SERVICE AND ALL PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE BY FARMERS EDGE SHALL BE AT YOUR SOLE RISK.**

**TO THE FULLEST EXTENT PERMITTED BY LAW, WE DO NOT GIVE ANY AND IN FACT DISCLAIM ANY WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION, EXPRESS, STATUTORY OR IMPLIED, RELATING TO THE SERVICE, THE USER CONTENT, THE SITES AND RESOURCES LINKED TO THE SERVICE, ALL PRODUCTS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE AND YOUR ACCESS TO AND USE THEREOF, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY, CONDITION, GUARANTEE AND/OR REPRESENTATION OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, QUALITY, TITLE, NON-INFRINGEMENT, SECURITY, ACCURACY, COMPLETENESS OR SUITABILITY FOR ANY PURPOSE, OR THAT SUCH INFORMATION IS CURRENT AT ALL TIMES.**

**FARMERS EDGE MAKES NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS ABOUT THE TRUTHFULNESS, ACCURACY OR COMPLETENESS OF THE USER CONTENT, THE SERVICE AND/OR THE CONTENT OF ANY SITES OR RESOURCES LINKED TO THE SERVICE, OR THE AVAILABILITY, QUALITY, CHARACTERISTICS, LEGITIMACY, FUNCTIONALITY, SECURITY OR SAFETY OF ANY SITES OR RESOURCES LINKED TO THE SERVICE, THE USER CONTENT, THE SERVICE AND/OR THE SERVICES AND PRODUCTS INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, AND FARMERS EDGE ASSUMES NO LIABILITY OR RESPONSIBILITY THEREOF.**

**FARMERS EDGE ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (a) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE; (b) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (c) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (d) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; AND/OR (e) ANY ERRORS OR OMISSIONS IN THE SERVICE AND THE USER CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OR ACCESS OF THE SERVICE OR THE USER CONTENT DISTRIBUTED OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.**

**IN NO EVENT SHALL FARMERS EDGE BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY LOSS OR DAMAGE ARISING FROM, CONNECTED WITH, OR RELATING TO (a) PRODUCTS OR**

SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE; (b) THE SERVICE AND YOUR ACCESS AND USE THEREOF; (c) THE USER CONTENT; (d) THE SITES AND RESOURCES LINKED TO THE SERVICE; AND (e) THESE TERMS, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, BUSINESS, MARKETS, SAVINGS, INCOME, PROFITS, USE, PRODUCTION, REPUTATION OR GOODWILL, ANTICIPATED OR OTHERWISE, OR ECONOMIC LOSS, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR LAW OR EQUITY), REGARDLESS OF ANY NEGLIGENCE OR OTHER FAULT OR WRONGDOING (INCLUDING WITHOUT LIMITATION GROSS NEGLIGENCE AND FUNDAMENTAL BREACH) BY FARMERS EDGE OR ANY PERSON FOR WHOM FARMERS EDGE IS RESPONSIBLE, AND EVEN IF FARMERS EDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE BEING INCURRED. IN THOSE JURISDICTIONS THAT DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH JURISDICTIONS, THE LIABILITY OF FARMERS EDGE SHALL BE LIMITED TO THE FULL EXTENT PERMITTED BY LAW.

YOU HAVE SOLE RESPONSIBILITY FOR ANY DECISIONS YOU MAKE BASED ON INFORMATION CONTAINED IN THE SERVICE. IF YOU USE THE SERVICE, YOU ARE AGREEING THAT THIS LIMITATION OF LIABILITY IS REASONABLE AND IN KEEPING WITH THE NATURE OF THE SERVICE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH FARMERS EDGE IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.

FARMERS EDGE WILL NOT BE RESPONSIBLE FOR ANY DAMAGES YOU OR ANY THIRD-PARTY MAY SUFFER AS A RESULT OF THE TRANSMISSION, STORAGE OR RECEIPT OF CONFIDENTIAL OR PROPRIETARY INFORMATION THAT YOU MAKE OR THAT YOU EXPRESSLY OR IMPLICITLY AUTHORIZE FARMERS EDGE TO MAKE, OR FOR ANY ERRORS OR ANY CHANGES MADE TO ANY TRANSMITTED, STORED OR RECEIVED INFORMATION.

TOTAL LIABILITY OF FARMERS EDGE TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAID TO FARMERS EDGE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY; AND (B) \$100 (USD). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM FARMERS EDGE SHALL CREATE ANY WARRANTY.

YOU AND FARMERS EDGE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE, ANY PRODUCTS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SERVICE, THE USER CONTENT, YOUR ACCESS AND USE OF THE SERVICE, ANY SITES OR RESOURCES LINKED TO THE SERVICE OR THESE TERMS, MUST COMMENCE AND BE FILED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE; OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

IF YOU ARE DISSATISFIED WITH THE SERVICE, OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

## 15. INDEMNIFICATION

**BY ACCEPTING THESE TERMS, YOU AGREE AT ALL TIMES TO INDEMNIFY AND HOLD FARMERS EDGE HARMLESS FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, COSTS, CLAIMS, DAMAGES, DEMANDS, LIABILITIES AND EXPENSES, WHATSOEVER, INCLUDING REASONABLE LEGAL AND OTHER FEES AND DISBURSEMENTS, ARISING OUT OF, SUSTAINED, INCURRED OR PAID BY US, DIRECTLY OR INDIRECTLY, IN RESPECT OF (A) YOUR ACTUAL OR ALLEGED BREACH OF THESE TERMS; OR (B) YOUR USE AND ACCESS OF THE SERVICE; OR (C) YOUR USE OF ANY SITES OR RESOURCES LINKED TO THE SERVICE; OR (D) YOUR ACTUAL OR ALLEGED INFRINGEMENT BY YOU, OR ANY THIRD PARTY USING YOUR ACCOUNT OR PASSWORD, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY; OR (E) ANY USER CONTENT YOU DISTRIBUTE ON OR THROUGH THE SERVICE OR WHICH IS SENT TO US BY E-MAIL OR OTHER CORRESPONDENCE; AND/OR (F) YOUR ACTUAL OR ALLEGED VIOLATION OF ANY APPLICABLE LAWS, RULES, REGULATIONS OR RIGHTS OF ANOTHER.**

## 16. Governing Law

These Terms shall be governed by, and construed in accordance with the laws of Canada and of the Province of Manitoba, and shall be treated in all respects as a Manitoba contract, without reference to the principles and rules of conflicts of law. You also agree and hereby submit to the exclusive personal jurisdiction and venue of the Province of Manitoba and acknowledge that you do so voluntarily and are responsible for complying with all local laws. Notwithstanding the foregoing, you and Farmers Edge may apply to a court in any jurisdiction to obtain injunctive relief and any other available equitable or legal remedy regarding any matter relating to confidentiality, intellectual property rights or proprietary rights.

You and Farmers Edge expressly exclude the application of the *UN Convention on Contracts for the International Sale of Goods* and *The Sale of Goods Act* (Manitoba), as amended, replaced or re-enacted from time to time.

You agree to waive any right that you may have to (i) a trial by jury; and (ii) commence or participate in any class action against us related to the Service, the User Content, these Terms, any sites or resources linked to the Service and/or our products and services included on or otherwise made available to you through the Service. You also agree to opt out of any class proceedings against Farmers Edge.

You and Farmers Edge have required that these Terms and all documents relating thereto be drawn-up in English. Vous et Farmers Edge avez demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

You consent to the exchange of information and documents between us electronically over the internet or by email. You agree that this electronic agreement shall be equivalent of a written paper agreement between us.

Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation, this Section. You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Service. Some jurisdictions may have restrictions on the use of the internet by their residents. You agree not to impersonate another person in your use of the Service or the sending of any e-mail to an address listed on the Website.

**17. General**

**(a) Entire Agreement**

These Terms, as they may be amended from time to time in accordance with the provisions of these Terms, and all other than existing transaction agreements between you and Farmers Edge, constitute and contains the entire agreement between you and Farmers Edge with respect to your use of the Service and with respect to the subject matter hereof and supersedes any prior oral or written agreements. In the event of a conflict between these Terms and any policies, rules or procedures posted on the Service, these Terms will prevail.

**(b) Relationship**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms.

**(c) Assignment and Enurement**

Farmers Edge may assign these Terms to any third party. These Terms cannot be assigned or transferred, in whole or in part, by you. These Terms will enure to the benefit of and be binding upon each of us and our respective successors, permitted assigns, heirs, executors and personal representatives.

**(d) No Waiver**

No waiver of any provision of these Terms shall be binding on Farmers Edge unless executed by Farmers Edge in writing. No waiver of any of the provisions of these Terms shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. The failure of Farmers Edge to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

**(e) Severability**

Any provision of these Terms which is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in such jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such illegality, invalidity or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of these Terms or affecting the legality, validity or enforceability of such provision in any other jurisdiction.

**18. Unsolicited Commercial Electronic Messages**

The inclusion of any email addresses on the Service is not consent to receiving unsolicited commercial electronic messages or SPAM.

**19. Acknowledgement**

I have read and accept all of the terms and conditions in these Terms.

20. **Contact Us**

If you have any questions, concerns or comments, please contact us at:

**Farmers Edge Inc.**

**Mailing Address:** 25 Rothwell Road, Winnipeg, MB R3P 2M5

**Telephone No.:** 1 (888) 576-6777

**E-mail:** [support @farmersedge.ca](mailto:support@farmersedge.ca)

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