

## **Legal Terms and Conditions of Use**

### **1. LEGAL INFORMATION**

For the purpose of Article 10.1 of Law 34/2002 of July 11<sup>th</sup>, on services of the information society and electronic mail, it is stated that the owner of the website and service provider is PULVERIZADORES FEDE, S.L.U., (hereinafter referred to as Fede), with registered offices located at Polígono Industrial Castilla, vial 3, parcela 61G-61F postal code 46380 of Cheste, (Valencia, Spain) with VAT-Registration Number B46856118, and registered in the Commercial Registry of Valencia, Volume 3054, Book 370, Page 96, Section 8, Sheet V5318, 1<sup>st</sup> Registration. Fede's solutions are offered under different brand names.

### **2. ACCESS TO SERVICES AND ACCEPTANCE OF CONDITIONS**

Any person accessing this website and/or any electronic service provided by Fede, such as by way of example and without limitation, visiting or navigating this website or using the mobile applications, or any other online service provided by the company, accepts the terms and conditions of use that are described in this document and must also read, understand and accept our Privacy Policy and, if applicable, the license to use Fede's applications and all other exceptional rules of operation, policies and additional procedures on new services that may be published by Fede.

These Terms of Use apply to all users of the service, which means adherence to the General Conditions in the version published at the time the services are accessed. Fede reserves the right to modify, at any time, the presentation and configuration of the Service, as well as the present General Conditions.

Fede recommends all users to read the legal terms and conditions of use carefully every time they access the services since, due to the nature of the services, it is possible to modify or include changes in the content of these General Conditions and/or the Privacy Policy. However, whenever substantial changes are made to the processing of information, these changes will be on display to all users in order to reassure continued and explicit user consent.

On the other hand, it is important to highlight the limitations and prohibitions with respect to the use of Fede's services, which, by way of non-limitation, prohibit the user from using, publishing, sending or otherwise distributing information through any technical means provided by Fede, when this would infringes a patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity that violates a law or contractual right; Being illegal, false, misleading or inaccurate, threatening, insulting, hostile, defamatory, slanderous, misleading, fraudulent, invasive of privacy; Contains computer viruses or other computer codes, designed or intended to interrupt, damage, disable, limit or interfere with the proper functioning of any software, hardware or telecommunications equipment, or to damage or gain unauthorized access to any system, data, Other information from Fede or from a third party; Modifying, adapting, appropriating, reproducing, distributing, translating, creating works or derivative adaptations, publicly displaying, selling, commercializing or making use of the service in any way or content of the website, except with express authorization of Fede.

### **3. WARRANTIES AND LIABILITY EXCLUSION**

Fede reserves the right to interrupt access to the services at any time and without prior notice, either for technical reasons, security, control, maintenance, power failures or any other justified cause.

Consequently, Fede does not guarantee the reliability, availability, neither continuity of the Web or the Services. Thus, the users' use of the Services is carried out at their own risk, without being able to demand responsibilities from Fede for that matter at any time.

In addition Fede does not assume any responsibility derived, by way of enunciation but not limiting:

- The use that users make of the materials accessible in the web and in the applications.
- Possible damages to users caused by a normal or abnormal operation of the browser used by the user to access the services.
- Acts or omissions of third parties, regardless of whether these third parties could be united to Fede through contractual means.

Similarly, Fede will not be responsible in any way whatsoever in case of the following events:

- Errors or delays in accessing the services by the user when entering their data in the corresponding form or any anomaly that may arise when these incidents are due to problems in the Internet, causes of accidental or force majeure and any other contingency unpredictable and outside of Fede's good faith.
- Failures or incidents that may occur in communications, deletion or incomplete transmissions, so that the services of the website are not guaranteed to be constantly operational as they depend on the quality of the user's internet connection.
- Errors or damages caused to the website by an inefficient use of the service and bad faith by the user.
- Non-operation or problems in the email address provided by the user to send the information requested.

Also, the User is aware that the data offered through our services are not one hundred percent concrete and exact data but are approximate data which must always be supervised and expressly accepted, since all these data are provided on the basis of the information provided by the User himself, as well as the data collected by the other elements that make up the system.

ON THE BASIS OF THE ABOVE, IN NO CASE SHALL FEDE BE HELD LIABLE FOR ANY DAMAGE CAUSED DURING THE APPLICATION OF ANY TREATMENT TO CROPS.

In any case, Fede is committed to solve the problems that may arise and to offer all the necessary support to the user to arrive at a quick and satisfactory solution of the incidence.

#### **4. INTELLECTUAL AND INDUSTRIAL PROPERTY OF THE WEBSITE**

All services offered by Fede, including but not limited its programming, edition, compilation and other elements necessary for its operation, the designs, logos, text and/or graphics are property of Fede or in its case count with a license or explicit authorization by the authors and owners of the brands.

All contents of the website are duly protected by the rules of intellectual and industrial property, as well as registered in the corresponding registers. Regardless of the purpose for which they were intended, the total or partial reproduction, use, exploitation, distribution and commercialization, in any case requires prior written authorization by Fede. Any use not previously authorized by Fede will be considered a serious breach of the intellectual or industrial property rights of the author. The designs, logos, text and / or graphics of third parties that may appear on the website, belong to their respective owners, being themselves responsible for any possible controversy that could arise regarding them. In any case, Fede has the necessary legitimacy for their use. In order to make any kind of observation regarding possible breaches of intellectual or industrial property rights, as well as any of the contents of the website, you can do so through our registered address identified in the first section.

In short, the user may not sell, license, rent, use or exploit the Content for commercial purposes or in any way that violates the rights of third parties.

#### **5. DATA TREATMENT, CONFIDENTIALITY AND USE OF COOKIES**

According to the Personal Data Protection regulations, we inform you that the personal data you provide us through our website or by sending emails will be incorporated into files owned by Fede with the purposes described in the Privacy Policy, which must be read, understood and accepted for the provision of Fede services.

Fede undertakes to comply with the obligation of secrecy of personal data, so it has taken the necessary measures to prevent its alteration, loss, treatment or unauthorized access, taking into account state of arte in technology development at all times.

In the forms that collect personal data, each user will be informed about the purposes for which the data is collected. The user is responsible, in any case, of the veracity of the provided data.

On the other hand, Fede informs you that visiting this website does not automatically register any personal data which identifies a User, instead there is certain non-personal information that does not identify a specific User that is collected during the live session through devices called "cookies" that allow us to obtain statistical information on the use of the website for then to make improvements. All users must consult and accept our Cookies Policy to browse the web.

In any case, all users have the right to exercise, at any time, the rights of access, rectification, suppression, opposition, limitation of processing and data portability, by writing to Fede in the email: [dpo@fedepulverizadores.com](mailto:dpo@fedepulverizadores.com) accrediting their identity.

However, for the correct development of the services offered, Fede acts under the condition of treatment manager according to data protection regulations, as it will store and treat all the information that the user stores, such as name and surnames of workers, applicators, etc. It therefore commits to:

- Use the personal data subject to treatment, or those collected for inclusion, only for the purpose of these conditions. In any case, you can use the data for your own purposes or any other than those established. In addition, once the professional relationship is over, any personal information will be delete.
- Maintain the duty of confidentiality regarding the personal data to which it has had access under the present order, even after the end of its object.
- Implement security measures, both technical and organizational, that guarantee the confidentiality, integrity, and permanent availability of treatment systems and services.
- Keep in writing, a record of all categories of treatment activities carried out as required by the European Data Protection Regulation.
- Don't to reveal, transfer, assign or communicate in any other way the personal data, either verbally or in writing, by electronic means, paper or through computer access -even for its conservation- to any third party, unless you have express authorization from the users.
- To have all personnel access the equipment and information systems owned by the person responsible for the file, duly accredited, registered with social security and fully instructed in terms of their security obligations and the consequences of non-compliance, ensuring knowledge and adequate compliance with the obligations that correspond to it under this contract and the current regulations on data protection. However, it may only allow access to data to those employees who have the need to know them for the provision of contracted services, with identical confidentiality and professional confidentiality obligations, and must have formalized such confidentiality in a written document.
- Notify the users, without undue delay, and in any case before the maximum period of 72 hours, and through a reliable way, the breaches of the security of the personal data in their charge of which they have knowledge, together with all the information relevant to the documentation and communication of the incident. However, notification will not be necessary when it is unlikely that such a breach of security constitutes a risk to the rights and freedoms of natural persons.

Likewise, Fede informs that it has subcontracted and / or will subcontract hosting services in hosting companies of reputed prestige, and will ensure at all times that they comply with data protection regulations.

## **6. LINKS TO OTHER WEB SITES**

Fede does not guarantee or assume any responsibility for damages and losses suffered by access to the Services/third party content through connections, links or linked sites, neither the accuracy or their reliability. The function of the links that appear in Fede is exclusively to inform the user about the existence of other sources of information on the Internet.

Fede will not be responsible under any circumstances for the results obtained through these links or the consequences that result from the access by users to them. These Third Party Services are provided by Third Parties, so that Fede cannot control and does not control the legality of the Services nor their quality. Consequently, the user must exercise extreme caution in the valuation and use of the information and services existing in the contents of third parties.

## **7. GRANTING**

Our software offers monitoring services of the work carried out in agricultural plantations, allowing access to the data obtained through sensors and peripheral electronics, either through the smart phone or tablet where the application is installed, or through web access (this last option requires the contracting of a complementary service).

On the basis of the aforementioned, Fede grants the User a non-exclusive and non-transferable right to use the Software, subject to the following limitations:

The User may only use the Software on compatible devices. The version for tablets can only be used on the device that is delivered to you. We therefore recommend that you only use the device supplied for

the operation of the Software. Any installation of another application that interferes with the proper functioning of the Software will be the sole responsibility of the User.

In the case of any of the payment subscription plans, you must be up to date with your payment.

Do not make any copies of the Software.

Reverse engineering is prohibited. The User may not apply reverse engineering techniques, decompile or disassemble the Software, or perform any other operation that tends to discover the source code.

Leasing is prohibited. The User shall not lease or rent the Software to another person.

It is prohibited to create any alteration, adaptation, modification, translation, enhancement or derivative work from the Software.

It is prohibited to carry out any act that may be considered a violation of any intellectual or industrial property rights belonging to Fede.

## **8. PRICE**

The economic conditions of the License are contained in the offer accepted by the User based on the price plan or subscription contracted. The cost of the Licence is annual, in cases where the User chooses to pay on a monthly basis, the User is obliged to pay all the remaining fees to be paid if an early termination occurs for any reason.

## **9. DURATION**

The licence is validly granted from the moment of acceptance of this agreement and shall be valid for ONE (1) YEAR, it will be automatically renewed for annual periods if the User does not notify Fede of its desire not to renew it with a minimum of 30 days notice. days before the date of termination of the initial grant or any of the renewals.

This license may be cancelled if the User does not comply with the conditions established in this document.

## **10. MODIFICATION OF THE CONDITIONS OF USE**

Fede reserves the right, in its sole discretion, to modify or replace any of these conditions of use, or to modify, suspend or interrupt the service (including, among other things, the availability of any feature, database or content) at any time through the publication of a notice in the website, or through the application or through the email provided by the user. Fede may also impose limits on certain features and services or restrict access to parts or the entire Service without prior notice or liability. It is up to each user to check periodically if there are changes in these conditions of use. The continued use of the Service after the publication of any change in these terms of use constitutes the acceptance of such changes. If the changes are minor, we will do so by publishing a notice or by sending you reasonable notice of the changes, for example, by email.

On the other hand, periodically an update to the latest version of the Software may be required in order to maintain access and correctly use the service.

## **11. APPLICABLE LAW AND JURISDICTION**

For the resolution of all disputes or issues related to this website or activities carried out therein, Spanish law will apply, to which the parties expressly submit, being competent for the resolution of all disputes arising or related to its use the Courts and Tribunals of Valencia, Spain.