

Terms and Conditions of Use

OGOR (<https://ogor.ro>) is a web platform managed by the company Field Data Zoom SRL, with its headquarters in Str. Gheorghe Missail, nr.67, 011542 Sector 1, București, Romania, having unique registration code 41399686 (hereinafter FDZ), email: contact@ogor.ro.

These terms of use apply to the use of digital farming products, services, software, websites, and digital resources (Solutions) made available by FDZ. Each organization or individual (You) wishing to make use of platform OGOR is subject to these Terms.

These Terms apply to your use of all information, recommendations and/or Solutions provided to you by FDZ. Our separate Privacy Policy also applies to you, and you should check that you understand and are aware of those privacy-related provisions. These Terms may be changed over time. You are advised to regularly read the terms that apply to the use of our Solutions for possible changes.

By clicking or tapping any button or box marked "Accept" or a similar term referencing these terms, by signing up to OGOR via a website, app or other digital channel, you agree to be bound by these terms, and have the legal capacity to enter into this agreement as an individual or as an authorized representative of your company.

FDZ provides Solutions in different forms, which may include:

- web-based software (Software) and documentation accompanying the Software (Documentation);
- mobile applications (Apps);
- remote-accessible or cloud-based or hosted services (Services);
- access to websites that are owned and/or branded by FDZ;

In addition to these Terms, each Contract shall be governed by specific Contract Terms. To the extent that the provisions of any of the specific Contract Terms conflicts with these Terms, the specific Contract Terms shall prevail.

FDZ offers and markets the Solutions to business users, which may include professional or other farmers and consultants. In the unlikely event that the provision or use of any Digital Content pursuant to the agreement contravenes any applicable legal provision, your right to access Digital Content may be terminated by FDZ. In such circumstance, you agree not to use or access the Solutions provided by FDZ, in any way which might contravene applicable law.

You are responsible for providing all the appropriate resources and equipment necessary to access the Digital Content.

You are also responsible for ensuring that all persons employed or employed by you who access the Digital Content through your Account are aware of and comply with these Terms.

Certain Solutions allow you to upload information to a FDZ App or Website. Such information includes, but is not limited to, georeferenced information, text, photos, agronomic information, and other content (User Content). You are solely liable for the

User Content that you provide. You shall retain all intellectual property rights to any User Content that you upload.

FDZ uses User Content to conduct its own agronomic and market research, and you grant to FDZ the right to use, alter, publicly display, reproduce and distribute your User Content on any of FDZ's digital platforms, including third party marketing and distribution platforms. Your provision of such a right to FDZ will always be subject to our Privacy Policy, and we will always process your Personal Data in accordance with such Privacy Policy.

You warrant that you are the owner of, or have the right to use, all uploaded User Content, and that you have the right to license such right to FDZ in accordance with these Terms. You represent and warrant that any information which you provide in connection with the Solutions is and will remain accurate and complete, and that you will maintain and update such information. Please also consult our [Privacy Policy](#) for the privacy terms that may apply to your submission of information.

FDZ is not responsible for any User Content. FDZ will not actively monitor any User Content, but reserves the right to review User Content and delete such User Content at its own discretion and in accordance with applicable law.

If you are an individual, you declare and guarantee that you have the capacity to conclude a contract. If you purchase solutions on behalf of your employer or business entity, you represent and warrant that you are authorized to enter into an agreement on behalf of and oblige your employer or business entity and agree to these Terms. If you do not have such authority, you may not use the Solutions, and we may terminate your use of and access to the Solutions immediately.

You represent and warrant that you are authorized to process the data you provide to FDZ, including Personal Data, and to make such data available to FDZ for uses set forth in these Terms and in the Privacy Policy, including the addition of other users.

For the purposes of these Terms, Personal Data means information that allows us to identify an individual.

FDZ solutions require you to register a user account (Account) or otherwise enter a username, password, or other information to fully use a Solution. You agree to keep your access data and registration information accurate and up to date. Failure to do so will result in a breach of these applicable specific Contract Terms and / or Terms, which may result in termination of your accounts and restrict your ability to access Digital Content and / or Solutions.

Depending on the specific Contract Terms, FDZ may offer a limited number of authorized users to use a Solution for which you validly registered or subscribed to (Authorized Users). If you do so, you must not notify any person within your company who is an Authorized User (depending on the Solution) by registering such an Authorized User. Each Authorized User must have their own User Account. If you are an Authorized User or Licensee, you must accept and abide by these Terms and the specific Contract Terms. If you register an account, you agree that you are solely responsible for any activity of your account and to ensure that all authorized users comply with these Terms and the Specific Contract Terms.

Your Access Credentials are for your use only and should be kept confidential. You, and not FDZ, are responsible for any use or misuse of your username or password, and you

must promptly notify FDZ of any confidential breach or unauthorized use of your Access Credentials.

You are free to close or stop using your Account at any time – although, if you do so, you will not be entitled to a refund of any Fees that you have pre-paid. FDZ reserves the right to delete your Account if it has been inactive for more than 365 calendar days. Notice will be provided to your registered e-mail address at least 14 days prior to deletion.

You may use Digital Content and associated Documentation in relation to your own farming operations.

With respect to certain Solutions, set forth in the specific Contract Terms, you may also use Digital Content and / or related Documentation to provide remote services to other farmers or customers (Remote Services).

Digital Content will not be made available to your customers at any time, except to the extent necessary for the provision of Remote Services provided by you.

Before you begin any Remote Services, you agree to:

1. collect from your customers the name, address, e-mail address or other information to be uploaded by you on the OGOR platform or other relevant FDZ interfaces;
2. provide the necessary information and obtain the necessary authorization from your customers to allow you and give you the right to upload that information and any other Personal Data of theirs on the OGOR platform or other relevant FDZ interfaces;
3. obtain from your customers the consent that you can accept these Terms and specific Contract Terms on their behalf;

In connection with any software provided as part of any Solutions, you must not:

- copy the software or documentation, unless such copying is a normal use of the software or documentation or when required for backup or operational security purposes;
- rent, sub-license, borrow, translate, adapt, vary, decompile or modify the software or documentation;
- use the software or documentation in any illegal, fraudulent or harmful manner or in connection with any illegal, fraudulent or harmful purpose or activity.

In relation with any Digital Content provided by FDZ, you must not:

- use any Digital Content in an illegal manner, for any illegal purpose or in any manner inconsistent with these Terms or the specific Contract Terms or act fraudulently or maliciously, for example, by inserting malicious code, including viruses or harmful data in any Digital Content;
- infringe the intellectual property rights of FDZ or any third party with respect to your use of any Digital Content;
- submit any material that is defamatory, offensive or unacceptable in connection with your use of any Digital Content;
- use any Digital Content in a manner that could damage, disable, overburden, impair or compromise FDZ systems or security or interfere with other users;
- interfere with or disrupt the operation of any Digital Content or the servers or networks used to make the Digital Content available, including by breaching

- any portion of the OGOR platform, or breach any requirements, procedures or policies of such servers or networks;
- restrict or inhibit any other person from using any Digital Content;
- reproduce, modify, adapt, translate, create derivative works to sell, rent, lend, share, distribute or otherwise exploit the Digital Content, except as expressly authorized herein, without the prior written consent of FDZ;
- frame any Digital Content or incorporate any portion of the OGOR platform into any framework or service without the prior written consent of FDZ;
- systematically download and store Digital Content in a manner not permitted by these Terms or the specific Contract Terms;
- use any manual or automatic methods to retrieve, index, or collect Digital Content or to reproduce or circumvent the navigation structure or presentation of any Digital Content without the prior written consent of FDZ;
- try to decrypt any transmissions to or from FDZ servers running any service.

Certain Solutions require you to pay a fee to FDZ (Fee) and / or enter into a paid subscription and / or service contract with FDZ, under which you will pay a subscription fee that will be automatically renewed at a frequency specified by FDZ in the specific Contract Terms (Subscription). The specific Contract Terms may also set out any other services that will be provided to you, including service descriptions, service levels, maintenance services and any warranty conditions. The fees (if any) that you are required to pay for a Solution and other details about a Solution and specific Contract Terms will be available in the online interface and other materials provided by FDZ that describe each Solution and any related services. In some cases, a fee will be payable to access a Solution, while in other cases, fees may be paid only based on the actual use of the solution or to move to a premium version of the solution. You agree to pay any applicable Fees associated with any Solution you order and / or use at such payment frequency as set forth in the specific Contract Terms and you are subject to these Terms in respect of your payments.

In relation with all Solutions and specific Contract Terms, unless expressly provided otherwise by agreement with you:

- the term of the applicable Subscription will be for a period of 12 months from the date of its start and, on expiration, it will be automatically renewed for additional periods of 12 months until the termination by you or by FDZ;
- FDZ may issue you an invoice specifying the Fees payable by you and setting out the Solution or versions of the Solution you wish to purchase. In other circumstances, you may be required to submit valid payment information before entering into Subscriptions under the specific Contract Terms and receiving access to any applicable Solutions provided under these specific Contract Terms. All Fees are due in accordance with the applicable specific contractual conditions;
- some Solutions may offer you a free trial or a demo or a basic version of Digital Content, through which you can use that Solution without paying a fee for a specified period of time or for a limited number of users or in compliance with a limited range of features. Once the free trial period ends, you will no longer be allowed to use the Solution and may be required, at your own expense, to delete any Digital Content, unless you complete the necessary formalities, which may include the introduction of subscriptions in accordance with the applicability of the specific Contract Terms and / or the payment of the applicable fees;

- except as expressly provided in these Terms, you will not receive any refund upon termination of a Subscription.

To the extent permitted under applicable law, FDZ may, at any time and in its sole discretion, modify these Terms, any applicable specific Contract Terms, its Privacy Policy, Subscription terms, and the specification, functionality and content of the Solutions (including but not limited to changes which are necessary to comply with any applicable safety or other statutory requirements or which do not materially affect the nature or quality of a Solution). Where any changes are material or substantive, FDZ will provide you with reasonable advance notice of such changes, which may be by e-mail or posting through a relevant Solution-specific webpage or portal. FDZ advises you to check regularly for changes.

If FDZ makes any modifications, you will either comply with such changes or communicate to FDZ your non-acceptance, in which case that communication will have the effect of a Termination Notice and you shall immediately cease using the Solution. Your continued use of the Solution (including any use of the Solution after a notice of non-acceptance from you) shall be deemed to be acceptance of any such changes. You agree that FDZ shall not be liable to you or to any third party as a result of taking these actions.

Except as expressly set out in these Terms, you shall not have any rights in FDZ's intellectual property and all intellectual property rights to the Digital Content and/or in any materials provided by FDZ to you in relation to any Solution belong to FDZ or its licensors. You have no rights in, or to, the Digital Content and/or such materials other than the right to use such Digital Content in accordance with these Terms. Those works are protected by copyright (and other) laws and treaties around the world. All such rights are reserved.

FDZ shall retain the exclusive ownership of any amendments to its existing intellectual property rights and any intellectual property rights created in the course of FDZ's provision or delivery to you of any Digital Content.

Without the prior written consent of FDZ, you may not:

- use FDZ's intellectual property rights, alone or in combination or in connection with any company name, trade name or trademark owned or used by you or any third party;
- establish, register and / or adopt visual identities that use elements of the intellectual property rights of the FDZ;
- sub-licensed, transferred or otherwise traded with any of the intellectual property rights licensed under these Terms;
- modify, remove, add or remove any reference to FDZ's intellectual property rights, any reference to FDZ or any other name displayed on the Digital Content;

If you are aware of any infringement of FDZ's intellectual property rights by a third party or any illegal act that harms FDZ's interests, please report this infringement to FDZ. To the best of your ability and in accordance with the instructions given by FDZ, you will assist FDZ in protecting against any such violations.

If you upload or otherwise provide us with User Content, we will periodically back up all data you transfer to us. FDZ will use reasonable technical and organizational measures to prevent unauthorized access to your data and / or the transmission of viruses.

However, we do not warrant that our platforms or any Digital Content will be secure or error-free or virus-free, and you acknowledge that full data protection may not always be possible. You are responsible for configuring information technology, computer programs and the platform to access any Digital Content. You should use your own virus protection software.

Certain Solutions may facilitate or enable access to resources made available and owned by third parties (Third Party Resources), or allow for the routing or transmission of Third-Party Resources, including via links. By using such functionality, you are directing us to access, route and transmit to you the applicable Third-Party Resources.

We neither control nor endorse, nor are we responsible for, any Third-Party Resources, including the accuracy, validity, timeliness, completeness, reliability, integrity, quality, legality, usefulness or safety of Third Party Resources, or any intellectual property rights therein. Certain Third-Party Resources may, among other things, be inaccurate, misleading or deceptive. Nothing in these Terms will be deemed to be a representation or warranty by FDZ with respect to any Third-Party Resources. We have no obligation to monitor Third Party Resources, and we may block or disable access to any Third-Party Resources (in whole or part) through any Digital Content at any time. In addition, the availability of any Third-Party Resources through Digital Content does not imply our endorsement of, or our affiliation with, any provider of such Third-Party Resources, nor does such availability create any legal relationship between you and any such provider.

You agree and acknowledge that:

- the relevant third parties, and not FDZ, are solely responsible for the performance of their resources (including technical support), the content on their websites and their use of your data;
- FDZ will not have any liability to you for third parties or Third-Party Resources; and
- you will not use the Third-Party Resources in any manner that would infringe or violate the rights of FDZ or any other party.

FDZ will endeavour to monitor the functionality of the Digital Content and to make commercially reasonable efforts, periodically or within a reasonable time, to correct any defects in the Digital Content and to maintain, improve or modify the Digital Content to the extent Digital Content:

- does not substantially perform its key functions;
- delivers incorrect results or otherwise fails to operate material in accordance with any specifications, making it impossible for you to use the Digital Content.

You may receive and use any additional free software that incorporates updates, "patches", and bug fixes that may be provided by FDZ from time to time.

FDZ's only obligation regarding the unavailability or discontinuance of the digital content and defective software is set forth in these Terms. In no event will FDZ be liable to you, for any reason, if Digital Content, including Software, is not available at any time or for any period.

Access to Digital Content is permitted and offered temporarily and we do not warrant that Digital Content will always be available or uninterrupted. Furthermore, you acknowledge that the Digital Content is provided to you "as is" and may not be free from errors or defects.

If we intend to suspend, withdraw, discontinue or modify the Digital Content in a manner that would have a material impact on it, we will give you reasonable notice of such change, as long as the decision to making the change is under our control and was not imposed on us. In all other circumstances, we may suspend, withdraw, discontinue or change all or part of the Digital Content without notice.

These Terms become legally binding when you create an account on the OGOR platform. Subject to your payment of any Fees, the rights granted by FDZ under these Terms will continue for the period set forth in the specific Contract Terms applicable to the Solution you have purchased.

Subject to the limitations set forth in these Terms, either Party may immediately cease providing or receiving any solution if:

- the other party significantly violates the Terms and fails to remedy the breach within thirty (30) days of receipt of a written notice;
- for one of the parties, the bankruptcy procedure has been initiated or it is in a process of dissolution or insolvency;
- the other party significantly violates the agreement several times.

FDZ may suspend the provision of Digital Content in the following circumstances:

- whether the FDZ has reasonable grounds to suspect a breach of these Terms of Service;
- to comply with applicable law.

If you become aware that any Digital Content, any part of a Solution, any User Content or any other information you provide to FDZ does not comply with these Terms or the FDZ Privacy Policy, you will immediately suspend use of the Solution and / or remove any Digital Content or information that violates the Terms. If FDZ becomes aware of the above circumstances, FDZ may specifically ask you to take the remedial measures described above and / or may immediately suspend your use of the Solution until the problems are resolved.

FDZ will not be liable to you for any loss or damage, even if foreseeable, arising out of or in connection with:

- use or inability to use Digital Content;
- the use of any Digital Content.

FDZ will not be liable for any loss or damage caused by viruses, attacks or other technologically harmful material that could infect equipment, computer programs, data or other proprietary materials necessary to use a Solution or download any Digital Content.

In addition, FDZ will not be liable for damages resulting from the use of electronic means of communication of Digital Content.

To the fullest extent permitted by law, FDZ will not be liable for any loss of profit, loss of sales, loss of business, business interruption, loss or corruption of data or information, loss of business opportunities, and / or damage to reputation or other damages, nor for any indirect losses or consequences thereof, resulting from or in any way related to the provision or use and / or inability to use the Solutions.

Digital Content and any other materials are made available to you "as is", without warranty of any kind. Any information and recommendations submitted as part of the Solutions are, after the evaluation of the FDZ, correct and accurate at the date of issue

and are only intended to serve as guidance for the proper use of the Solutions and cannot be considered as a guarantee or indication of quality or in accordance with applicable laws or regulations and may not serve as a basis for prosecuting FDZ in any way.

Due to the multitude of crops, grown in different production systems, on different soils and in countless climatic conditions, FDZ does not offer any express or implied guarantee as to the accuracy of the Digital Content or any other information and recommendations provided in the Solutions, and does not assume responsibility for management decisions based on this information. By using Digital Content and related materials, you agree that you will assume full responsibility for all agronomic decisions, results and yields.

All limitations of liability and any disclaimer of any kind, (including in this section and other parts of these terms) are made on behalf of FDZ and its affiliates and shareholders, directors, officers, employees, agents, their representatives, licensors and service providers.

Except for the obligations under applicable law, you agree not to make any claim to FDZ for any loss, costs and expenses (including legal fees) arising from:

- use of the Digital Content by you or activities related to the Solutions;
- any breach or alleged breach of these Terms by you.

If you:

- have questions or complaints about Solutions;
- have the obligation to communicate in writing to FDZ;
- wish to contact us in writing for any other reason.

You may contact FDZ using the applicable communication method specified in connection with the relevant Solution.

FDZ will respond to all complaints within a reasonable time and, in any case, will confirm receipt of your message by contacting you in writing, normally by e-mail. Please note that email communications will not necessarily be secure; accordingly, you must not include credit card information or other sensitive information in your e-mail correspondence with us.

You can submit your ideas, feedback and suggestions that could help us improve the use of the Solutions by you and other users. By sending us suggestions, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensed right to use, modify, distribute and use the suggestions in any other way.

If you believe in good faith that the materials available as part of your Digital Content infringe your copyright, you may post or email them and request that such material be removed or blocked. Please provide all necessary details regarding the identity and location of the materials that would allegedly infringe your rights. If you believe in good faith that someone has filed a copyright infringement notice against you, you may send us a written counter-notification.

FDZ may transfer all or any part of its rights and obligations under these Terms, and/or its contract with you, to another company within the FDZ group of companies or any third party organization. You may not transfer your rights or obligations under these Terms to another person or legal entity without our express prior written consent.

FDZ may subcontract or delegate any or all part of its obligations under these Terms to another company within the FDZ group of companies or any third party organization. You may not subcontract or deal in any other manner with any of your rights or obligations under these Terms without our express prior written consent.

Neither party shall be liable for any delay or defect due to any unforeseeable event (war, strike, blockade, industrial action, fire, flood, current, storm or any other event beyond the reasonable control of either party), including due to unavailability of the Internet, lack of access to mobile data or security or other measures that prevent access to Software or Digital Content.

If any obligation under the Agreement cannot be fulfilled for a continuous period of three (3) months as a result of one or more of the events described above, either Party may terminate the Agreement by giving written notice to the other at the end of this period.

FDZ's failure to exercise any of its rights, including but not limited to requiring you to fulfill your obligations under these Terms, may not be considered as waiver of our rights against you and may not imply that you do not have to comply with these obligations.

Any waiver made by FDZ will be made only in writing and this will not mean that we will automatically waive any subsequent request to you. Each of the provisions of these Terms operates separately. If a court or competent authority decides that any provision of these Terms is illegal or inapplicable, the remaining provisions will remain in effect.

These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms are governed by Romanian law. You and FDZ irrevocably agree that the courts of Romania shall have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with these Terms, except that FDZ shall have the right, as a plaintiff, to initiate proceedings against any other court with competent jurisdiction in connection with the protection of the intellectual property of FDZ or other rights or any breach by you of these Terms.

These terms were last updated on June 25, 2021.