

Welcome to Agro.Club! Agro.Club is a digital marketplace that you can access through the Agro.Club website and mobile applications. All of this will be referred to as the “Agro.Club Platform” or “Platform” throughout this Agreement. This is an agreement between you and Agro.Club so we refer to it below as the “Agreement”. We want to make sure you know exactly what and how you can use the Agro.Club Platform, what you can expect from Agro.Club, and what we can expect from you. So, we’re detailing it all here for you. If you have any questions about this Agreement, please contact our team at hello@agro.club.

Parties

You and Agro.Club are the parties to this Agreement. When we say “Agro.Club”, “we”, “we’re”, “we’ll”, or “us”, we mean Agro.Club Canada Inc.

Acceptance & Canadian Usage

The Agro.Club Platform may only be used by residents of Canada. If you use the Agro.Club Platform outside of Canada, you do so at your own risk and are responsible for complying with all applicable laws.

If you click the ‘agree/submit’ button below or use the Agro.Club website and/or mobile application, that is a sign that you have confirmed that you are 18 years old or over and that you have agreed to the terms of this Agreement.

Your Personal Information and Your Privacy

We believe that having access to your personal information is a privilege. To make sure we do right by you when you use our Platform, we are only going to use your personal information for the purposes to which you consent. We’ve outlined them in this Agreement. Agro.Club and the companies that use our Platform are going to safeguard and protect your privacy and personal information too. It’s all outlined in our Privacy Policy which forms part of this Agreement.

Your Account

You need to create your own account to use the Agro.Club Platform. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account. We strongly suggest that you create a secure password and keep it secret. You are responsible for all activities that occur under your account or password. Agro.Club reserves the right to decline orders, bookings, account access, Agro.Club Platform access, or to terminate your account, and/or cancel orders or bookings at any time in its sole discretion.

If you are using the Agro.Club Platform on behalf of a business or other entity, you agree that you have the authority to bind that business or entity and enter this Agreement on its behalf.

You may not assign any of your rights or obligations under this Agreement. Any such attempt at assignment by you shall be void.

Communications & Unsubscribing

When you use the Agro.Club Platform, or send e-mails, text messages, and other communications from any device to us, you are communicating with us electronically. You consent to receive communications from us electronically in a variety of ways, such as by mail, phone, e-mail, text, in-app push notices, direct messaging, or by posting notices and messages on the Agro.Club Platform. Of course, we'll always provide you with the option to unsubscribe to electronic communications. You can also contact us any time to do so.

Using the Agro.Club Platform

Agro.Club has worked hard to develop this digital marketplace and Platform to help you do business better and more efficiently. We want to protect it so that it can be there for you for years to come.

The Agro.Club Platform and all its content are the sole property of Agro.Club or, if applicable, Agro.Club's licensors. When you use the Agro.Club Platform or download it to any computer, phone, tablet or any other electronic device ("Devices"), you are a user of the Agro.Club Platform and not an owner.

We want you to use and enjoy the Agro.Club Platform so we're granting you limited, non-exclusive, non-transferable, revocable permission to make use of it and its content for the intended purpose. This is known as "Access". It means that the Agro.Club Platform and its content are not sold or transferred to you. We will grant you Access, which can be terminated by you or by us.

In exchange for granting you this Access, you promise and agree that you are using the Agro.Club Platform and its content only for the intended purpose. That's similar to the promise we are making to you for using your personal information only for the intended purposes. You agree you will not incorporate any portion of the Agro.Club Platform into your own programs, or redistribute, sell, lease or transfer it or any part of it.

You may only have Access to the Agro.Club Platform through the interfaces that Agro.Club provides. Some people spend time trying to figure out other ways to access and/or damage platforms and apps so we have to make this clear because it could really harm everyone's ability to use the Agro.Club Platform properly. Unless you have Agro.Club's written permission, you agree that you will not copy, modify, reverse engineer, decompile or disassemble, scrape, extract source code of or otherwise tamper with, the Agro.Club Platform, whether in whole or in part, digitally or otherwise, or create any derivative works from or of the Agro.Club Platform, nor will you breach, or attempt to breach, probe, scan, or test for vulnerabilities in the Agro.Club Platform, network, usage rules, or any of the Agro.Club Platform's security components, authentication measures or any other protection measures applicable to it. Further, you agree you will not interfere with, disrupt or attempt to interfere with or disrupt the Agro.Club Platform, digitally or otherwise. Finally, you agree that you will not attempt to do any of these things, nor will you cause, encourage or help any other person or entity to do any of these things.

You may have the option of accessing the Agro.Club Platform through downloadable software and this software may update itself automatically on your Devices, without notice. Some software, or portions of software, may be governed by open source licenses. Open source

licenses are the types of software contracts that allow people to see and change the source code of a website or app in order to customize it for their own purposes. In that case, Agro.Club will make such licenses available to you and, in the case of conflict between such a license and this Agreement, the open source license will prevail but only with respect to the software, or portion of the software, to which it applies.

Just like your name or your farm name belongs to you, all Agro.Club trademarks, service marks, trade names, logos, domain names, and any other features of the Agro.Club brand (“Brand Features”) are the sole property of Agro.Club. This Agreement does not grant you any rights in, or allow you to use, any Brand Features without the express written permission of Agro.Club.

Rebates & Prebates

Agro.Club may administer farmer incentive and rebate programs for the Agricultural Input Company you purchase from, whether you use the Agro.Club Platform to make your purchase or not. This may include the calculation of any eligible discounts and rebates. In the event that you cancel or amend your original booking, your applicable discount or rebate may change too. You agree that in the event you received funds calculated to be above the amount to which you are ultimately eligible, you will immediately repay such excess amounts.

Feedback

If you provide Agro.Club with any feedback or comments regarding the Agro.Club Platform, you agree that it is not confidential and that you grant us the right to use such feedback so we can talk to people and do things that are necessary to improve. We will do that without restriction or payment to you.

User-Generated Content

During your use of the Agro.Club Platform, you may post, upload, or otherwise contribute content. This may include, for example, pictures, video, audio, text, messages, links, information, product descriptions and/or other types of content. You might have conversations with retailers or agriculture input companies, you might write reviews or you may share your experience about using the Platform or the products that you purchase. This is known as “User-Generated Content”.

We will not tolerate hateful or abusive behaviour on the Agro.Club Platform and will remove or edit any content that does not comply, at our discretion. The Agro.Club Platform can only be used appropriately and respectfully. Check out our [User Guidelines](#) to see what is allowed, what isn't and what your rights are.

Note: You are solely responsible for all User-Generated Content that you post. Agro.Club is not responsible for User-Generated Content nor does it endorse any opinion contained in it.

- You agree that if anyone brings a claim against Agro.Club related to User-Generated Content that you post, you will indemnify and hold Agro.Club harmless from and against all damages, losses, and expenses of any kind (including reasonable lawyer fees and costs) arising out of such claim to the extent permissible by applicable law.

Rights you grant us

In consideration for the rights granted to you under this Agreement, you:

- (a) allow Agro.Club to use the processor, bandwidth, and storage hardware on your Devices in order to facilitate the operation of the Agro.Club Platform;
- (b) allow Agro.Club and our partners and affiliates to provide advertising, marketing and other information to you;
- (c) allow Agro.Club to use the data you provide or consent to us having in accordance with our [Privacy Policy](#).

Service limitations and modifications

Agro.Club will make all reasonable efforts to keep the Agro.Club Platform fully operational. However, certain things may be beyond our control or may be required to ensure it can operate properly. This includes, but is not limited to, technical difficulties, maintenance or testing, updates required, legal or regulatory changes, acts of God, catastrophic weather events, and acts of terrorism. As such, there may from time to time be temporary interruptions.

Agro.Club reserves the right to modify or discontinue, temporarily or permanently, any aspect of the Agro.Club Platform, with advance notice where possible, all without liability to you, except where prohibited by law, for valid reasons such as in case of genuine interruption, modification, or discontinuation of the Agro.Club Platform or any function or feature thereof, or need to repair, maintain or improve the existing functions or features, or to add new functions or features, or to ensure the operability or the security of the Agro.Club Platform.

Product & Pricing Descriptions

Agro.Club provides its Platform for companies to sell their products and services. Agro.Club attempts to be as accurate as possible when conveying those products and services and their price. However, Agro.Club does not guarantee that product descriptions or other content is accurate, complete, reliable, current, or error-free. Sometimes mistakes happen.

In the event of a discrepancy between what you see on the Agro.Club Platform and the invoice or other order confirmation material from the company you're transacting with, the latter shall prevail.

Term & Termination

This Agreement applies to you until terminated by either you or us. We can still keep displaying the User-Generated Content you post on the Agro.Club Platform in perpetuity. If you want it taken down as well, please write to us and let us know.

We have the right to terminate this Agreement and/or suspend your Access to the Agro.Club Platform at any time, including in the event of your actual or suspected unauthorized use, non-compliance with this Agreement, or if we discontinue operation of the Agro.Club Platform or any portion thereof (in which case we'll provide you with reasonable notice in advance).

You may terminate this Agreement at any time. To learn how to terminate your Agro.Club Platform account, please contact us and we will explain the process.

Even after termination, certain sections of this Agreement will survive and still apply that, either explicitly or by their nature, must remain in effect even after termination of this Agreement.

Warranty

Note: You accept and use the Agro.Club Platform “as is”. Agro.Club cannot warrant that it is risk-free. Full details are below:

- You understand and agree that the Agro.Club Platform is provided “as is” and “as available,” without express or implied warranty or condition of any kind. Agro.Club and any other owners of the content make no representations and disclaim any warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Neither Agro.Club nor any other owner of content warrants that the Agro.Club Platform is free of malware or other harmful components. In addition, Agro.Club makes no representation nor does it warrant, endorse, guarantee, or assume responsibility for any product or service advertised, promoted or offered by a third party on or through the Agro.Club Platform or any hyperlinked website, or featured in any banner or other advertising. Agro.Club is not responsible or liable for any transaction between you and third-party providers.

No advice or information whether oral or in writing obtained by you from Agro.Club creates any warranty on behalf of Agro.Club. While using the Agro.Club Platform, you may have access to content filtering features, but use of these features may still result in some content being provided. You should not rely on such features to filter all unwanted content.

Without limiting the foregoing, nothing in this section shall have the effect of limiting Agro.Club’s liability in the event of total or partial non-performance or inadequate performance of its essential obligations for providing the service under this Agreement. This section applies to the fullest extent permitted by applicable law. This section does not affect your statutory rights as a consumer.

Disclaimer of Liability

Note: You accept and agree that Agro.Club is not liable for a variety of matters and that your remedy is limited, to the extent permitted by law, to uninstalling or discontinuing use of the Agro.Club Platform. Full details are below:

- You agree that your sole and exclusive remedy for any problems or dissatisfaction with the Agro.Club Platform is to uninstall any Agro.Club software/application and to stop using the Agro.Club Platform. You agree that Agro.Club has no obligation or liability arising from or related to third party applications or the content thereof made available through or in connection with the Agro.Club Platform, and while your relationship with such third party applications may be governed by separate agreements with such third parties, your sole and exclusive remedy, with respect to Agro.Club, for any problems or dissatisfaction with third party applications or the content thereof, is to uninstall and/or stop using any such third party applications.

In no event will Agro.Club, its officers, shareholders, employees, contractors, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers, or licensors be liable for:

- (1) any loss or damage (including any indirect, special, incidental, punitive or exemplary, damages) which is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might;
- (2) any: (a) loss of use; (b) loss of data; (c) loss of business; (d) loss of profits; or (e) damage to Devices, to the extent you could have avoided such damage by following our advice to apply updates to Agro.Club Platform or if such damage is caused by you failing to correctly follow installation instructions or have in place the minimum system requirements advised by us, in all cases arising out of the use of or inability to use the Agro.Club Platform, Devices, third party applications, or third party application content, without regard to whether Agro.Club has been warned of the possibility of those damages, and even if a remedy fails of its essential purpose;
- (3) non-performance or inadequate performance or delay to the obligations deriving from this Agreement caused by Force Majeure or any by a cause that is not reasonably foreseeable or beyond Agro.Club's reasonable control.

This section applies to the fullest extent permitted by applicable law. You may have rights under applicable law in your jurisdiction which provides for remedies in addition to those set out above.

Third Party Rights, including Apple

You acknowledge and agree that Agro.Club and certain distributors (such as app store providers) are intended beneficiaries of this Agreement and have the right to enforce this Agreement. Other than as set out in this section, this Agreement is not intended to grant rights to anyone except you and Agro.Club, and in no event shall this Agreement create any third-party beneficiary rights. Furthermore, the rights to terminate, rescind, or agree to any variation, waiver, or settlement of this Agreement are not subject to the consent of any other person.

If you have downloaded the Agro.Club mobile application from the Apple, Inc. ("Apple") App Store or if you are using the Agro.Club mobile application on an iOS device, you acknowledge that you have read, understood, and agree to the following notice regarding Apple. This Agreement is between you and Agro.Club only, not with Apple, and Apple is not responsible for the Agro.Club Platform and the content thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Agro.Club Platform. In the event of any failure of the Agro.Club Platform to conform to any applicable warranty, then you may notify Apple and Apple will refund any applicable purchase price for the App to you; and, to the maximum extent permitted by applicable law, Apple has no other warranty obligation whatsoever with respect to the Agro.Club Platform. Apple is not responsible for addressing any claims by you or any third party relating to the Agro.Club Platform or your possession and/or use of it, including: (1) product liability claims; (2) any claim that the Agro.Club Platform fails to

conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defence, settlement, and discharge of any third-party claim that the Agro.Club Platform and/or your possession and use of the App infringe that third party's intellectual property rights. You agree to comply with any applicable third-party terms, when using the Agro.Club Platform. Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary of this Agreement. You hereby represent and warrant that (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

Third Party Products & Service

When you use the Agro.Club Platform, you may also be using the products or services of one or more third parties, such as a wireless carrier or a mobile platform provider. Your use of these third-party services may be subject to the separate policies, terms of use, and fees of those third parties. You agree that Agro.Club does not assume responsibility for any products, content, services, websites, advertisements, offers, or information that is provided by third parties and made available through the Agro.Club Platform. If you purchase, use, or access any such products, content, services, advertisements, offers, or information through the Agro.Club Platform, you agree that you do so at your own risk and that Agro.Club will have no liability.

Indemnity for unauthorized use or breach

You agree to defend, indemnify and hold harmless Agro.Club and its officers, directors, employees, contractors, agents, shareholders, subsidiaries, affiliates, and partners (each, an "Indemnified Party") from and against any losses, claims, actions, costs, damages, penalties, fines and expenses, including without limitation lawyer and expert fees and expenses, that may be incurred by an Indemnified Party arising out of, relating to or resulting from your unauthorized use of the Agro.Club Platform or from any breach by you of this Agreement, including without limitation any actual or alleged violation of any law, rule or regulation.

Applicable Law & Jurisdiction

To the extent permitted by applicable law, this Agreement will be governed by the laws of the Province of Manitoba for residents of Canada (except Quebec). To the extent permitted by applicable law, any claims arising out of or relating to this Agreement or use of the Agro.Club Platform that are not subject to *Resolving disputes through arbitration* (below) shall be brought exclusively in the courts of competent jurisdiction in the City of Winnipeg for residents of Canada (except Quebec). You and Agro.Club consent to the jurisdiction of those courts.

For Quebec residents only, to the extent permitted by law, this Agreement will be governed by the laws of the Province of Quebec without respect to its conflicts of laws principles. To the extent permitted by applicable law, any claims arising out of or relating to this Agreement or use of the Agro.Club Platform that are not subject to *Resolving disputes through arbitration* (below)

shall be brought exclusively in the courts of competent jurisdiction in the City of Montreal, and you and Agro.Club consent to the jurisdiction of those courts.

Resolving disputes through arbitration

Note: You agree that any legal dispute between us or claim you make against us will be resolved by arbitration in Manitoba.

→ (Not applicable to Quebec consumers) Any dispute or claim relating in any way to your use of the Agro.Club Platform will be resolved by binding arbitration, rather than in court, pursuant to *The Arbitration Act* of Manitoba.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages).

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action.

We both agree that you or we may only bring lawsuit:

- (a) in small claims court if your claim qualifies; or
- (b) in court if it is to seek to enjoin infringement or other misuse of intellectual property rights.

Copyright, Trademark, Patent

Agro.Club respects intellectual property and asks that you do as well.

All content included in or made available through the Agro.Club Platform – including but not limited to text, graphics, colours, page headers, banners, scripts, service names, product names, logos, icons, images, video clips, audio clips, forms, interactive features, digital downloads, data compilations, and software – is the property of Agro.Club and/or its content suppliers, and is protected by Canadian and international copyright law. The compilation of all content included in or made available through any Agro.Club Platform is the exclusive property of Agro.Club and protected by Canadian and international copyright law.

For complete information about our intellectual property, as well and how to notify us of any intellectual property issues, read our [Intellectual Property Disclaimer and Notice](#).

Entire Agreement

This Agreement, subject to any amendments, modifications, or additional agreements you enter into with us, shall constitute the entire agreement between you and Agro.Club with respect to the Agro.Club Platform. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, that provision only will be limited to the minimum extent necessary and the remaining provisions will remain in full force and effect.

Waiver & Assignment

Failure by Agro.Club to monitor or enforce a provision of this Agreement does not constitute a waiver of its right to do so in the future with respect to that provision, any other provision, or this Agreement as a whole.

Agro.Club may assign its rights, licenses, and obligations under this Agreement without limitation.

Contacting Us & Notice

If you have any questions, or comments about this Agreement, please contact us at:

Agro.Club Canada Inc.
63 Clearwater Road
Winnipeg, MB R2J 2T4

Email: hello@agro.club

You agree that all agreements, notices, messages, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Changes to Agreement

We won't change this Agreement for no reason. We do reserve the right, however, to change it if we need to. For example, the law may change or we may develop new functionality that improves the Agro.Club Platform. If we do make material changes, we'll provide you with as much notice as we can. That notice could come in the form of an email, a note on the website or within the mobile application. If the changes are really important, we may need you to agree to them in order to keep using the Agro.Club Platform. The point is, please don't ignore the notices. Read the notices carefully. Of course, you can contact us any time to ask questions and provide your feedback.