

## **PLEASE READ THESE LICENCE TERMS CAREFULLY**

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THESE TERMS WHICH WILL BIND YOU.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

### **Who we are and what this agreement does**

We Studford Agtech Ltd (company number: 12756664), trading as Ag-drive ("**Ag-drive**") of Studford Farm, Sproxtun, York, North Yorkshire YO62 5EL license you to use:

- Ag-drive mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it.
- The electronic documentation (**Documentation**).
- The service you connect to via the App and the content we provide to you through it (**Service**).

as permitted in these terms.

### **Your privacy**

Under data protection legislation, we are required to provide you with certain information including who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in at <https://www.ag-drive.com/privacy-policy>, as updated from time to time and it is important that you read that information.

### **Other terms that may apply to you**

**The following terms and policies also apply to your download, access to and use of the App, the Website and the Services, as applicable:**

#### **1. Privacy Policy**

Our Privacy Policy, available at <https://www.ag-drive.com/privacy-policy>, as updated from time to time, explains how we collect, use and share personal data, and explains the rights of individuals in relation to their personal data.

#### **2. Cookie Policy**

Our Cookie Policy, available at <https://www.ag-drive.com/cookie-policy>, as updated from time to time, explains how cookies and similar technologies are used in connection with the App, the Website and the Services.

#### **3. SaaS Agreement**

Your Software as a Service agreement or subscription terms, as updated from time to time, govern your access to and use of the hosted service, online platform, desktop login, subscription features including payment terms, cancellation rights

and any applicable refund terms and any service levels made available through the App or the Website.

#### **4. Terms and Conditions**

If you purchase a subscription, goods, services or other paid features through the App or the Website, our Terms and Conditions, available at <https://www.ag-drive.com/terms-and-conditions>, will apply.

#### **5. App store terms**

If you download the App from an app store, platform or marketplace, your download and use of the App may also be governed by the terms, conditions, rules and policies of that app store, platform or marketplace. Where those terms apply, they will apply in addition to these terms and may take priority to the extent required by the relevant app store, platform or marketplace.

### **Order of precedence**

If there is any inconsistency between this EULA and any other terms that apply to you, the following order of precedence will apply, unless expressly stated otherwise:

1. any applicable order form, subscription confirmation or product-specific terms;
2. the SaaS Agreement;
3. the Terms and Conditions;
4. this EULA;
5. any applicable app store, platform or marketplace terms, to the extent they are required to take priority;
6. any policies incorporated by reference, including the Cookie Policy.

Our Privacy Policy and Cookie Policy explain how we process personal data and use cookies and similar technologies. They do not override the contractual terms of this EULA, the SaaS Agreement or the Terms and Conditions unless expressly stated otherwise.

### **Operating system requirements**

This App requires a tablet, smartphone, or computer with the latest iOS or Android operating system installed.

### **Support for the App and how to tell us about problems**

**Support.** If you want to learn more about the App or the Service or have any problems using them please see our support resources at <https://www.ag-drive.com> (the “Site”).

**Contacting us (including with complaints).** If you think the App or the Service are faulty or misdescribed or wish to contact us for any other reason please email our customer service team at support@ag-drive.com or call them on 01439 787065.

**How we will communicate with you.** If we need to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us.

### **How you may use the App, including how many devices you may use it on**

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto any number of your mobile phone or other handheld device and view, use and display the App and the Service on such devices for your own internal business purposes or, where you are an Authorised User, for the internal business purposes of the Customer that has authorised your use.
- use any Documentation to support your permitted use of the App and the Service.
- provided you comply with the applicable Licence Restrictions as set out in this agreement, make up to and one copy of the Documentation for back-up purposes; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

### **Relationship with SaaS Agreement**

This EULA governs your download, installation and use of the App. Your access to and use of the online platform, desktop login, subscription service, data processing functionality, support and any paid service features are governed by the SaaS Agreement and any applicable subscription terms.

If this EULA conflicts with the SaaS Agreement in relation to the subscription service, the SaaS Agreement shall prevail. If this EULA conflicts with the applicable app store terms in relation to download, installation or app store payment rules, the applicable app store terms shall apply to the extent required by that app store.

### **You must be 18 to accept these terms and download the App**

You must be 18 or over to accept these terms, download the App, create an account or purchase a subscription.

### **You may not transfer the App to someone else**

We are giving you the right to use the App and the Service as set out above. Whilst you may have sharing rights as set out above, you may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

## **Changes to these terms**

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days' notice of any change by sending you an SMS or email with details of the change or notifying you of a change when you next start the App.

If you do not accept the notified changes you may continue to use the App and the Service in accordance with the existing terms, but certain new features may not be available to you.

## **Update to the App and changes to the Service**

From time to time, we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App and the Services will materially conform to the applicable Documentation, subject to updates, maintenance and changes permitted by the SaaS Agreement.

## **If someone else owns the device you are using**

If you download or stream the App onto any other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the other device.

## **We are not responsible for other websites you link to**

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

## **Licence restrictions**

You agree that you will:

- except in the course of permitted sharing (see "HOW YOU MAY USE THE APP") not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;

- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
  - is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
  - is not used to create any software that is substantially similar in its expression to the App;
  - is kept secure; and
  - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

### **Acceptable use restrictions**

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

## **Intellectual property rights**

### **Our intellectual property**

All intellectual property rights in the App, the Website, the Documentation, the Services, and any content, materials, software, data, databases, designs, text, graphics, trade marks, logos, processes, know-how and other materials provided or made available by us through or in connection with the App, the Website or the Services, throughout the world, belong to us or our licensors, unless otherwise stated in this Licence or elsewhere.

### **Licence to use the App, Website and Services**

The App, the Website, the Documentation and the Services are licensed, not sold, to you. You have no intellectual property rights in or to the App, the Website, the Documentation or the Services, except for the limited right to access and use them in accordance with these terms.

### **Your content and materials**

You retain ownership of all intellectual property rights in any content, data, information, materials or other works that you create, upload, submit, input, import, generate or otherwise provide when using the App, the Website or the Services, excluding any part of the App, the Website, the Documentation or the Services incorporated in or used to create them.

### **Licence granted by you**

By creating, uploading, submitting, inputting, importing, generating or otherwise providing content, data, information, materials or other works through the App, the Website or the Services, you grant us a non-exclusive, worldwide, royalty-free licence to use, host, store, copy, process, transmit, display, adapt and otherwise deal with those materials to the extent necessary to provide, operate, maintain, secure, improve and support the App, the Website and the Services.

## **Anonymised and aggregated data**

We may create anonymised or aggregated data from the data and content you provide, provided this does not identify you or your business. This is for the purpose of, but not limited to, analytics, benchmarking, product development, service improvement,

research, reporting and commercial analysis. Such anonymised data shall belong to us, but this does not affect your ownership of your own content or materials.

### **Your responsibility for your materials**

You are responsible for ensuring that you have all rights, permissions, licences and consents required to create, upload, submit, input, import, generate or otherwise provide any content, data, information, materials or other works through the App, the Website or the Services, and to grant us the licence set out in this section.

### **Third Party Data**

As per the SaaS agreement, any Third Party Data relating to data, information, content, records, materials or datasets supplied, licensed or made available by a third party and used, displayed, incorporated or processed by the Supplier in connection with the App remains under the ownership of the Third Party that provides the data.

### **Feedback**

If you provide us with any suggestions, comments, ideas or feedback relating to the App, the Website, the Documentation or the Services, we may use them without restriction or obligation to you, provided that this does not transfer ownership of your content or materials to us.

### **Our responsibility for loss or damage suffered by you**

**Our Liability.** Where an Authorised User accesses the App or Services under a business subscription, our potential liability to your business is governed by the SaaS Agreement and any applicable Terms and Conditions.

**We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

**When we are liable for damage to your property.** We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

**Please back-up content and data used with the App.** We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

**Check that the App and the Services are suitable for you.** The App and the Services have not been developed to meet your specific business requirements. Please check that the facilities and functions of the App and the Services (as described on the app store site and in the Documentation) meet your requirements.

**We are not responsible for events outside our control.** If our provision of the Services or support for the App or the Services is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

### **We may end your rights to use the App and the Services if you break these terms**

We may end your rights to use the App and Services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services; and
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.

The suspension of your rights to use the App and the termination of your Subscription is governed by the terms in the SaaS agreement.

### **We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **You need our consent to transfer your rights to someone else**

You may only transfer your rights or your obligations under these terms to another person or business if we agree in writing.

### **No rights for third parties**

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

### **If a court finds part of this contract illegal, the rest will continue in force**

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **Even if we delay in enforcing this contract, we can still enforce it later**

Even if we delay in enforcing this agreement, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this agreement, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

### **Which laws apply to this agreement and where you may bring legal proceedings**

This EULA is governed by English law and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

### **Alternative dispute resolution**

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

If we are unable to resolve your complaint, we will provide you with information about any alternative dispute resolution provider that may be competent to deal with your complaint. We are not obliged to use alternative dispute resolution unless required by applicable law.

If you are acting in the course of a business, trade or profession, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA, their subject matter or formation, including any non-contractual dispute or claim.