

TERMS AND CONDITIONS

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TABLE OF CONTENTS

1. Definitions
2. Agreement to Terms
3. Our Services
4. Intellectual Property Rights
5. User Representations
6. User Registration
7. Orders and Subscription Information
8. Fees and Payment
9. Non-Payment of Fees
10. Other Rights
11. Software
12. Prohibited Activities
13. Guidelines for Reviews
14. Submissions
15. Mobile Application Licence
16. Third-Party Websites and Content
17. Site Management
18. Privacy and Cookies
19. Copyright Infringements
20. Term and Termination
21. Modifications and Interruptions
22. Complaints Process and Dispute Resolution
23. Corrections
24. Limitations of Liability
25. Indemnification
26. Electronic Communications, Transactions, and Signatures
27. Force Majeure
28. Miscellaneous
29. Contact Us

1. DEFINITIONS

- 1.1 In these Terms and Conditions, unless the context requires otherwise, the following terms have the meanings set out below:

“Ag-drive”, “we”, “us” or “our” means Studford Agtech Ltd, a company registered in England and Wales with company number 12756664, trading as Ag-drive.

“App” means our mobile application known as Ag-drive, including any updates, enhancements, new versions or replacement versions made available by us from time to time.

“Business Customer” means a user who accesses or uses the Site, App or Services in the course of a business, trade or profession, or on behalf of a company, partnership, organisation or other entity.

“Business Day” means any day other than a Saturday, Sunday or public holiday in England.

“Consumer” means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.

“Content” means the source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics and other content made available on or through the Site, as referred to in clause 4.1.

“Cookie Policy” means our cookie policy available at <https://www.ag-drive.com/cookie-policy>, as updated from time to time.

“EULA” means the End User Licence Agreement governing the download, installation and use of the App, as updated from time to time.

“Fees” means the fees, charges or subscription fees payable for access to or use of any paid part of the Services, as shown on the Site, during the order process, in an invoice or in any applicable subscription terms.

“Marks” means the trademarks, service marks, trade names, logos and other branding owned or controlled by us or licensed to us, as referred to in clause 4.1.

“Notification” means a notification of alleged copyright infringement submitted to us in accordance with clause 19.

“Order” means an order placed by you for any paid Services, subscription, digital content or access to the App through the Site, App, a third-party app store or platform, or any other ordering process made available by us.

“Order Confirmation” means the confirmation email or other written confirmation issued by us accepting your Order.

“Paid Services” means any Services, subscription features, digital content, account features or App functionality that are made available only on payment of Fees.

“Privacy Policy” means our privacy policy available at <https://www.ag-drive.com/privacy-policy>, as updated from time to time.

SaaS Agreement: means the Software as a Service Subscription Agreement, which governs business subscriptions to the Services.

“Services” means the services described in clause 3, including access to and use of the Site, the App, any associated subscription services, account features, digital content, support services and other functionality made available through the Site or App.

“Site” means the website at <https://www.ag-drive.com> and any related media channel, mobile website or online platform operated by us.

“Subscription” means any paid subscription to the Services purchased by you or made available to you.

“Subscription Period” means the period for which a Subscription is purchased or renewed, as shown during the order process, in the Order Confirmation, in an invoice or in any applicable subscription terms.

“Terms and Conditions” means these terms and conditions, as updated from time to time.

“Third-Party Data” means content, materials or items provided by third parties and displayed, linked to or made available through the Site, as further referred to in clause 16. Third-Party Data made available through paid Services is governed by the SaaS Agreement.

“Third-Party Websites” means websites operated by third parties that are linked to or made available through the Site, as referred to in clause 16.

“Third-Party App Store or Platform” means any third-party app store, marketplace, payment platform or distribution platform through which the App or a Subscription is downloaded, purchased, managed, renewed or cancelled, including the Apple App Store and Google Play Store.

“you” means the person accessing or using the Site, App or Services, whether personally or on behalf of a business or other entity.

1.2 References to the **Site** include any relevant part of the Site.

1.3 References to the **App** include any relevant part of the App.

1.4 References to the **Services** include any relevant part of the Services.

1.5 References to **writing** or **written** include email and other electronic communications, unless stated otherwise.

- 1.6 References to a statute or statutory provision include that statute or provision as amended, extended, re-enacted or replaced from time to time.

2. AGREEMENT TO TERMS

- 2.1 These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Studford Agtech Ltd (company number: 12756664), trading as Ag-drive ("Ag-drive", "we", "us", or "our").
- 2.2 We are registered in England and have our registered office at Studford Farm, Sproxtun, York, North Yorkshire YO62 5EL.
- 2.3 Our VAT number is GB369584047.
- 2.4 You agree that by accessing the Site, you have read, understood, and agree to be bound by all of these Terms and Conditions, .
- 2.5 The following documents may apply to your access to and use of the Site, App and Services:
- 2.5.1 these **Terms and Conditions**, which govern access to and use of the Site, account registration, orders, payment processing, subscription checkout, cancellation processes, complaints, general website use and other matters not expressly governed by the SaaS Agreement or the EULA;
 - 2.5.2 the **Software as a Service Subscription Agreement (SaaS)**, which governs business subscriptions to the Services, including access to and use of the hosted platform, user subscriptions, Authorised Users, support, service availability, Customer Data, Third-Party Data, data protection, intellectual property, liability, suspension, cancellation and termination of our Services; and
 - 2.5.3 the **End User Licence Agreement (EULA)**, which governs download, installation and use of the App, including the app licence, device use, app restrictions, updates, app store requirements and mobile application-specific terms.
- 2.6 If you purchase, access or use a paid subscription or use the Services in the course of a business, trade or profession, the SaaS Agreement will apply to your use of the subscription Services. If you download, install or use the App, the EULA will also apply. You may be required to accept the SaaS Agreement and/or the EULA before creating an account, purchasing a subscription, downloading the App or using the relevant Services.
- 2.6 If there is any inconsistency between these Terms and Conditions and any other terms that apply to you, the following order of precedence will apply, unless expressly stated otherwise:

- 2.6.1 any applicable order form, subscription confirmation or product-specific terms;
 - 2.6.2 the SaaS Agreement;
 - 2.6.3 these Terms and Conditions;
 - 2.6.4 the EULA;
 - 2.6.5 any applicable app store, platform or marketplace terms, to the extent they are required to take priority;
 - 2.6.6 any policies incorporated by reference, including the Cookie Policy.
- 2.7 If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the site and you must discontinue use immediately.
- 2.8 Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right to make changes or modifications to these Terms and Conditions from time to time. We will alert you about any changes by updating the “Last updated” date of these Terms and Conditions, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms and Conditions by your continued use of the Site after the date such revised Terms and Conditions are posted.
- 2.9 The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.
- 2.10 The Site is intended for users who are at least 18 years of age.
- 2.11 If you are accessing the Site and using the Services on behalf of a business, you are representing that you are authorised to bind that business.

3. Our Services

- 3.1 Our services comprise access to and use of:
- 3.1.1 the website at <https://www.ag-drive.com> and any related media channel, mobile website or online platform operated by us;
 - 3.1.2 our mobile application, including any updates, enhancements or replacement versions made available by us from time to time; and
 - 3.1.3 any associated subscription services, account features, digital content, support services or other functionality made available through the website or mobile application, together referred to in these Terms and Conditions as the “**Services**”.

3.2 Studford Agtech Ltd will provide the Services to you in accordance with these Terms and Conditions, any applicable subscription terms presented to you before purchase, and any other terms expressly incorporated by reference.

3.3 We may make changes to the Services, these Terms and Conditions, or the EULA from time to time where reasonably necessary, including to:

- 3.3.1 reflect changes in applicable law, regulation or guidance;
- 3.3.2 make technical adjustments or improvements;
- 3.3.3 address security, operational or compatibility issues;
- 3.3.4 introduce, remove or amend features or functionality;
- 3.3.5 reflect changes to the way we provide the Services; or
- 3.3.6 reflect changes to third-party services, app stores, software, hosting, payment systems or other dependencies used in connection with the Services.

3.4 If we make a change to these Terms and Conditions, the EULA or the Services that is likely to materially and adversely affect your rights, your paid subscription, or the core functionality of the Services, we will give you at least 30 days' written notice before the change takes effect, unless the change is required sooner for legal, regulatory, security or urgent operational reasons.

3.5 If you are an existing paid subscriber and a change notified under clause 3.4 materially and adversely affects your access to, or use of, the Services, you may cancel your affected subscription before the change takes effect. If you do so, you will be entitled to a pro rata refund of any subscription fees you have paid in advance for the period after the effective date of cancellation, except to the extent that a refund is not available because your subscription was purchased through a third-party app store or platform and that app store or platform is responsible for refunds.

3.6 If you continue to use the Services after a notified change takes effect, you will be treated as having accepted the updated Terms and Conditions, EULA or Services, except where applicable law requires your express agreement to the change.

3.7 We may make minor changes to the Services, these Terms and Conditions or the EULA without giving prior notice where those changes do not materially reduce the functionality, quality or availability of the Services or materially affect your rights.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “**Content**”) and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us, and are protected by copyright.

- 4.2 Except as expressly provided in these Terms and Conditions and in the SaaS Agreement, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

5. USER REPRESENTATIONS

- 5.1 By using the Site, creating an account, or subscribing to any Services you confirm that:
- 5.1.1 all information you provide will be true, accurate, current, and complete;
 - 5.1.2 you will maintain the accuracy of such information and promptly update any information that becomes inaccurate or incomplete as necessary;
 - 5.1.3 you have the legal capacity and you agree to comply with these Terms and Conditions;
 - 5.1.4 you are over the age of 18;
 - 5.1.5 where you purchase a subscription or make any payment through the Site or Services, you are authorised to use the payment method provided.
 - 5.1.6 you will not access the Site through automated or non-human means, whether through a bot, script or otherwise;
 - 5.1.7 you will not use the Site for any illegal or unauthorised purpose; and
 - 5.1.8 your use of the Site will not violate any applicable law or regulation.
- 5.2 If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

6. USER REGISTRATION

- 6.1 You may be required to register with the Site. You agree to keep your password or any other information required to access the Site confidential and will be responsible for all use of your account and password.
- 6.2 We reserve the right to remove, reclaim, or change a username you select if we determine, that such username is inappropriate, obscene, or otherwise objectionable.
- 6.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 6.4 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of service.

6.5 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us via email to support@ag-drive.com or call us at (+44)01439 787065.

7. ORDERS AND SUBSCRIPTION INFORMATION

7.1 Before you place an order through the Site, we will provide you with the key information relating to your purchase, including:

- 7.1.1 the main features of the Services, mobile application, subscription or digital content being purchased;
- 7.1.2 the applicable subscription period;
- 7.1.3 the total price payable, including VAT and any other mandatory charges;
- 7.1.4 the payment method and payment date;
- 7.1.5 the frequency of any recurring billing;
- 7.1.6 whether the subscription renews automatically;
- 7.1.7 the renewal date or the basis on which the renewal date will be calculated;
- 7.1.8 how you may cancel the subscription and any cancellation deadline that applies before the first payment or any renewal payment is taken;
- 7.1.9 any minimum technical, device, operating system or connectivity requirements that apply to the Services or mobile application; and
- 7.1.10 where applicable, the End User Licence Agreement (**EULA**) governing your download, installation and use of the mobile application.

7.2 You must check your order carefully before submitting it. You are responsible for ensuring that the order details, subscription plan, billing information and contact information you provide are complete and accurate.

7.3 After you place an order, we will send you an order confirmation by email. The order confirmation will include or provide access to:

- 7.3.1 a summary of the Services, subscription or digital content purchased;
- 7.3.2 the applicable subscription period;
- 7.3.3 the billing frequency and renewal arrangements;
- 7.3.4 details of how to cancel the subscription;
- 7.3.5 these Terms and Conditions;
- 7.3.6 the EULA, where applicable; and
- 7.3.7 any other information required by applicable law.

7.4 Unless we state otherwise during the order process, our acceptance of your order will take place when we send the order confirmation to you. At that point, a contract will be formed between you and us.

7.5 If we are unable to accept your order, we will notify you and will not charge you for the order. If payment has already been taken, we will refund the amount paid using the original payment method where reasonably possible.

- 7.6 If you are a consumer and purchase digital content or digital services, you may have a legal right to cancel the contract within 14 days. However, if you request or agree that we begin providing the digital content or digital services, you may lose your right to cancel once access to the digital content or digital services has been made available to you, to the extent permitted by applicable law.
- 7.7 Where required by law, we will ask you to provide your express consent to immediate access to the relevant digital content or digital services and to acknowledge that this may affect your cancellation rights before we make the relevant digital content or digital services available to you.
- 7.8 If your subscription is purchased through a third-party app store or platform, such as the Apple App Store or Google Play Store, your order, billing, renewal and cancellation arrangements may also be governed by that third-party app store or platform's own terms and conditions. In the event of any inconsistency relating to payment, billing, cancellation or refund processing, the applicable third-party app store or platform terms may apply.

8. FEES AND PAYMENT

- 8.1 Some parts of the Services are provided on a paid subscription basis. The subscription plans, fees, billing periods, renewal arrangements and any usage limits or plan features will be shown to you before you place an order.
- 8.2 Before you purchase a subscription, we will provide you with the key payment information, including:
- 8.2.1 the subscription fees payable;
 - 8.2.2 whether the fees are payable monthly, annually or on another billing cycle;
 - 8.2.3 whether the subscription renews automatically;
 - 8.2.4 the date on which the first payment will be taken;
 - 8.2.5 the renewal date or the basis on which the renewal date will be calculated;
 - 8.2.6 how to cancel the subscription; and
 - 8.2.7 any applicable cancellation deadline before a renewal payment is taken.
- 8.3 Unless stated otherwise at the point of purchase, all fees are stated in pounds sterling and are exclusive of VAT and any other mandatory charges.
- 8.4 We may accept payment by the payment methods shown on the Site or during the order process.
- 8.5 You must provide complete and accurate payment and billing information and must keep that information up to date. You confirm that you are authorised to use the payment method provided.
- 8.6 Where your subscription is purchased directly from us and is subject to recurring payments, you authorise us to charge the applicable subscription

fees to your chosen payment method on a recurring basis until your subscription is cancelled in accordance with the requirements of the SaaS agreement.

- 8.7 For business customers, we may charge interest on overdue amounts at the rate of 3% per year above the Bank of England base rate, accruing daily from the due date until payment is made. This clause does not limit any statutory right to claim interest or recovery costs where applicable.
- 8.8 If your subscription is purchased through a third-party app store or platform, including the Apple App Store or Google Play Store, payment, billing, renewal and refund arrangements may be governed by that third-party app store or platform's own terms and conditions.
- 8.9 We may change subscription fees from time to time. Any change to fees for an existing paid subscription will not take effect until your next renewal date, unless we tell you otherwise and you agree where required by applicable law. If a price increase materially affects your subscription, we will give you reasonable advance notice and you may cancel your subscription before the increase takes effect.
- 8.10 We may correct obvious pricing errors. If we identify a pricing error after you have placed an order, we will contact you and give you the option to continue at the correct price or cancel the order. If we cannot contact you, we may cancel the order and refund any payment already made.
- 8.11 Subscription fees are non-refundable except as set out in these Terms and Conditions, the SaaS agreement, as stated at the point of purchase, or as required by applicable law.

9. NON-PAYMENT OF FEES

- 9.1 If we have not received payment of any Fees payable under these Terms and Conditions within 10 (ten) days after the due date (being 30 (thirty) days from the date of the invoice, unless otherwise specified on the invoice), and without prejudice to any of our other rights under these Terms and Conditions and under English law, we may:
- 9.1.1 without liability to you, on at least 5 (five) Business Days' notice, disable your, and any other user linked to your account's, password or limit your access to any part of our service. We shall be under no obligation to provide any or all of the services while any overdue payments to us remain unpaid; and
 - 9.1.2 charge interest on such overdue amounts at an annual rate equal to 3% over the Bank of England base lending rate in the UK at the date the relevant subscription price became payable, commencing on the due date and continuing until fully paid.

10. OTHER RIGHTS

- 10.1 Free trials, subscription renewals, cancellation of paid subscriptions, refunds and post-cancellation access are governed by the SaaS Agreement, together with any subscription terms, order confirmation or checkout information presented to you at the time of sign-up or purchase. Where you purchase a subscription through a third-party app store or platform, cancellation and refund processing may also be governed by that app store or platform's terms

11. SOFTWARE

- 11.1 We may include software for use in connection with our Services. If such software is accompanied by an end user license agreement ("**EULA**"), the terms of the EULA will govern your use of the software. If such software is not accompanied by a EULA, then we grant to you a non-exclusive, revocable, personal, and non-transferable license to use such software solely in connection with our Services and in accordance with these Terms and Conditions. You may not reproduce or redistribute any software except in accordance with the EULA or these Terms and Conditions.

12. PROHIBITED ACTIVITIES

- 12.1 You may not access or use the Site for any purpose other than that for which we make the Site available.
- 12.2 As a user of the Site, you agree not to:
- 12.2.1 Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
 - 12.2.2 Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
 - 12.2.3 Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein;
 - 12.2.4 Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site;
 - 12.2.5 Use any information obtained from the Site in order to harass, abuse, or harm another person;
 - 12.2.6 Make improper use of our support services or submit false reports of abuse or misconduct;
 - 12.2.7 Use the Site in a manner inconsistent with any applicable laws or regulations;
 - 12.2.8 Engage in any unauthorised framing of or linking to the Site;
 - 12.2.9 Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies,

impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site;

12.2.10 Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;

12.2.11 Delete the copyright or other proprietary rights notice from any Content;

12.2.12 Attempt to impersonate another user or person or use the username of another user;

12.2.13 Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");

12.2.14 Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site;

12.2.15 Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you;

12.2.16 Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site;

12.2.17 Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code;

12.2.18 Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site;

12.2.19 Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software;

12.2.20 Use a buying agent or purchasing agent to make purchases on the Site;

12.2.21 Make any unauthorised use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;

12.2.22 Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavour or commercial enterprise;

12.2.23 Use the Site to advertise or offer to sell goods and services;

12.2.24 Sell or otherwise transfer your profile or any of your user specific details, including but not limited to your user name and password.

12.3 You may print off one copy, and may download extracts, of any page(s) from our site for your personal, non-commercial use and you may draw the attention of others within your organisation to content posted on our site however you must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any

illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

12.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

12.5 If you print off, copy, download, share or repost any part of our site in breach of these terms of service, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms of service).

12.6 The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

13. GUIDELINES FOR REVIEWS

13.1 We may provide you areas on the Site to leave reviews or ratings. When posting a review, you must comply with the following criteria:

13.1.1 you should have firsthand experience with the person/entity being reviewed;

13.1.2 your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;

13.1.3 your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability;

13.1.4 your reviews should not contain references to illegal activity;

13.1.5 you should not be affiliated with competitors if posting negative reviews;

13.1.6 you should not make any conclusions as to the legality of conduct;

13.1.7 you may not post any false or misleading statements; and

13.1.8 you may not organize a campaign encouraging others to post reviews, whether positive or negative.

13.2 We may accept, reject, or remove reviews. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate.

13.3 Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners.

13.4 We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review.

13.5 By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and

license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

14. SUBMISSIONS

- 14.1 You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("**Submissions**") provided by you to us are non-confidential and shall become our sole property.
- 14.2 Submissions do not include Customer Data, Customer Submitted Data, Submitted Personal Data, farm records, field data, crop data, yield data, operational data, account data, billing data, support communications or other data submitted, uploaded, inputted, imported or generated through the paid Services. Such data is governed by the SaaS Agreement and any applicable data protection provisions.
- 14.3 We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions.
- 14.4 You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.
- 14.5 Any Customer Data or confidential information provided by you as part of any Submission shall remain under your ownership, provided you are the owner of such Customer Data or confidential information.

15. MOBILE APPLICATION LICENCE

- 15.1 If you access the Site via a mobile device, either through an app store or through a dedicated Website link, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use our mobile application on wireless electronic devices owned or controlled by you, and to access and use the mobile application on such devices in accordance with the terms and conditions of this mobile application license contained in these Terms and Conditions, and under the terms of any applicable End User Licence Agreement, the terms of which will be provided to you separately upon download of the mobile application.
- 15.2 If there is any contradiction between these Terms and Conditions and the End User Licence Agreement, regarding the use of the mobile application, then the End User Licence Agreement shall take priority.

16. THIRD-PARTY WEBSITES AND CONTENT

- 16.1 The Site may contain links to websites operated by third parties (**Third-Party Websites**). It may also display, link to or make available content, materials or items provided by third parties, including articles, images, photographs, text, graphics, designs, music, audio, video, information, applications, software and other materials (**Third-Party Data**).
- 16.2 We do not control Third-Party Websites or Third-Party Data. Unless expressly stated otherwise, we do not investigate, monitor, verify or approve them.
- 16.3 The inclusion of any link to a Third-Party Website, or the availability of any Third-Party Data through the Site, does not mean that we endorse, approve or recommend that website, content, provider, product or service.
- 16.4 To the fullest extent permitted by law, we are not responsible for:
- 16.4.1 the availability, accuracy, completeness or reliability of any Third-Party Website or Third-Party Data;
 - 16.4.2 any opinions, statements, advice or other information contained in any Third-Party Website or Third-Party Data;
 - 16.4.3 the privacy practices, cookies, tracking technologies, security measures or other policies of any Third-Party Website;
 - 16.4.4 any goods or services advertised, offered or purchased through any Third-Party Website; or
 - 16.4.5 any loss, damage, liability, cost or expense arising from your access to, reliance on, use of, or dealings with any Third-Party Website or Third-Party Data.
- 16.5 If you choose to access a Third-Party Website or use, download or install any Third-Party Data, you do so at your own risk. These Terms and Conditions will not apply to your use of any Third-Party Website or to your dealings with any third party.
- 16.6 You should review the applicable terms and conditions, privacy notice, cookie notice and other relevant policies of any Third-Party Website before using it or providing any personal data.
- 16.7 The use of Third Party Data in our App or subscription services are governed by the SaaS agreement.
- 16.8 Any purchase of goods or services through a Third-Party Website will be between you and the relevant third party. We are not a party to that transaction and are not responsible for the performance, quality, safety, legality or suitability of any goods or services supplied by a third party.
- 16.9 Nothing in this clause limits or excludes any liability which cannot lawfully be limited or excluded under applicable law, including where the Site is provided to consumers and statutory rights apply.

17. SITE MANAGEMENT

- 17.1 We reserve the right, but not the obligation, to:
- 17.1.1 monitor the Site for violations of these Terms and Conditions;
 - 17.1.2 take appropriate legal action against anyone who, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
 - 17.1.3 without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Submissions or any portion thereof;
 - 17.1.4 without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
 - 17.1.5 otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

18. PRIVACY AND COOKIES

- 18.1 We will process personal data in accordance with our Privacy Policy, which is available on our website at <https://www.ag-drive.com/privacy-policy>. Our Privacy Policy explains how and why we collect, use, store and share personal data, the lawful bases on which we process personal data, how long we keep personal data, and the rights available to individuals under applicable data protection law.
- 18.2 Our use of cookies and similar technologies is explained in our Cookie Policy, which is available on our website at <https://www.ag-drive.com/cookie-policy>. Where required by law, we will obtain your consent before placing non-essential cookies or similar technologies on your device.
- 18.3 The Services may involve the collection and processing of information relating to your account, device, use of the Site, use of the App, subscription, communications with us, and any other information you provide or make available through the Services. Further details will be set out in our Privacy Policy and, where applicable, our Cookie Policy
- 18.4 Where you use the Services on behalf of a business, organisation or other third party, you are responsible for ensuring that you have authority to provide any personal data to us.
- 18.5 The rights and obligations for business customers are further detailed in Schedule 2 to the SaaS agreement.
- 18.6 The Privacy Policy and Cookie Policy do not form part of these Terms and Conditions, except where expressly stated otherwise.

19. COPYRIGHT INFRINGEMENTS

- 19.1 We respect the intellectual property rights of others. If you believe that any material available on or through the Site infringes upon any copyright you own

or control, please immediately notify us using the contact information provided below (a “**Notification**”).

19.2 Your notification should include:

- 19.2.1 your full name and contact details;
- 19.2.2 details of the copyright work that you claim has been infringed;
- 19.2.3 the location of the allegedly infringing content, including any relevant URL, screenshot or other information reasonably sufficient to allow us to identify it;
- 19.2.4 a statement that you believe, in good faith, that the use of the content is not authorised by the copyright owner, its agent or the law; and a statement that the information in your notification is accurate and that you are the copyright owner or are authorised to act on the copyright owner’s behalf.

19.3 On receiving a valid notification, we may remove, disable or restrict access to the relevant content while we investigate the matter.

19.4 A copy of your Notification may be sent to the person who posted or stored the material addressed in the Notification.

19.5 If you knowingly provide false or misleading information in a notification, you may be liable for any loss or damage caused as a result.

20. TERM AND TERMINATION

20.1 These Terms and Conditions shall remain in full force and effect while you use the Site. Any subscriptions will be subject to any SaaS Agreement provisions relating to the termination of Services.

20.2 Without limiting any other provision of these terms and conditions, we reserve the right to, and without notice or liability, deny access to and use of the site (including blocking certain IP addresses), to any person for any reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms and conditions or of any applicable law or regulation.

20.3 We may terminate your use or participation in the Site or delete your account and any content or information that you posted at any time, without warning. Any deletion of Customer Data for paid Services is governed by the SaaS Agreement.

20.4 If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

21. MODIFICATIONS AND INTERRUPTIONS

- 21.1 Provided there is no interruption to the Services, we reserve the right to change, modify, or remove the contents of the Site at any time or for any reason without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.
- 21.2 We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors
- 21.3 As per the SaaS Agreement, we shall use commercially reasonable endeavours to make the Services available 24 hours a day, other than for planned maintenance.
- 21.4 If any unscheduled maintenance is required that may disrupt your access to the Services, we shall use reasonable endeavours to give any Authorised Users 6 Business Hours' notice.
- 21.5 You agree that we have no liability for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site beyond our reasonable control.

22. COMPLAINTS PROCESS AND DISPUTE RESOLUTION

- 22.1 These Terms and Conditions and any dispute or claim arising out of or in connection with them, their subject matter or formation, are governed by and shall be interpreted in accordance with the laws of England and Wales.
- 22.2 If you have any issues with these Terms and Conditions or with any aspect of our Services you should contact us in the first instance using the following details-
- Studford Agtech Ltd
Studford Farm
Sproxton
York
North Yorkshire
YO62 5EL
Phone: (+44) 01439 787065
Email: info@ag-drive.com
- 22.3 We will use reasonable efforts to acknowledge and respond to your complaint within a reasonable period. We may ask you to provide further information to help us investigate and resolve your complaint.
- 22.4 If you are a consumer and 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.

22.5 If you are a consumer, nothing in this clause limits your right to bring proceedings in the courts of England and Wales or, where applicable, in the courts of the country in which you are resident. You may also benefit from any mandatory protections under the laws of the country in which you are resident.

22.6 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 these Terms and Conditions, their subject matter or formation, including any non-contractual dispute or claim.

23. CORRECTIONS

23.1 There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

24. LIMITATIONS OF LIABILITY

24.1 Nothing in these Terms and Conditions excludes or limits our liability for:

- 24.1.1 death or personal injury caused by negligence;
- 24.1.2 fraud or fraudulent misrepresentation;
- 24.1.3 breach of your statutory rights, where you are a consumer; or
- 24.1.4 any liability which cannot lawfully be excluded or limited.

24.2 If you are a consumer, we are responsible for losses you suffer that are a foreseeable result of our breach of these Terms and Conditions or our failure to use reasonable care and skill. We are not responsible for any loss that is not foreseeable.

24.3 If you are acting in the course of a business, trade or profession, we will not be liable to you for:

- 24.3.1 loss of profits, sales, business or revenue;
- 24.3.2 business interruption;
- 24.3.3 loss of anticipated savings;
- 24.3.4 loss of business opportunity, goodwill or reputation;
- 24.3.5 loss or corruption of data; or
- 24.3.6 any special, indirect or consequential loss or damage;
- 24.3.7 wasted expenditure
- 24.3.8 any costs, damages, charges or expenses.

24.4 Subject to clause 27.1, our total liability to you arising out of or in connection with these Terms and Conditions, the Site, the App or the Services shall not exceed the total fees paid by you in a contract year. This clause does not limit any liability that cannot lawfully be limited.

25. INDEMNIFICATION

25.1 You agree to indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable legal fees and expenses, made by any third party due to or arising out of your:

25.1.1 use of the Site;

25.1.2 breach of these Terms and Conditions;

25.1.3 breach of your representations and warranties set forth in these Terms and Conditions;

25.1.4 violation of the rights of a third party, including but not limited to intellectual property rights; or

25.1.5 any overt harmful act toward any other user of the Site with whom you connected via the Site.

25.2 We may, at your expense, assume the defence and settlement of any matter for which you are required to indemnify us under this clause. If we do so, you must provide reasonable assistance and cooperation in connection with the claim.

25.3 You will be responsible for our reasonable costs and expenses incurred in defending or settling the claim, including reasonable legal fees. We will use reasonable efforts to notify you promptly after becoming aware of any claim to which the indemnity may apply.

26. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

26.1 Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

27. FORCE MAJEURE

27.1 We shall have no liability to you under these Terms and Conditions if we prevented from or delayed in performing our obligations in these Terms and Conditions, or from carrying out the Services, by acts, events, omissions or accidents beyond our reasonable control, or other events of a magnitude or type for which precautions are not generally taken. We will notify you as soon as practicable if such an event has occurred.

28. MISCELLANEOUS

- 28.1 These Terms and Conditions and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us.
- 28.2 Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.
- 28.3 We may assign or sub-contract any or all of our rights and obligations to others at any time.
- 28.4 If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.
- 28.5 There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Site.
- 28.6 This agreement does not confer any rights on any person or party (other than the parties to the Terms and Conditions and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

29. CONTACT US

- 29.1 In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Studford Agtech Ltd
Studford Farm
Sproxton
York, North Yorkshire YO62 5EL
England
Phone: (+44)01439 787065
info@ag-drive.com