

## SeedLeaf Terms of Use

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## SeedLeaf Terms of Use

**Effective Date:** October 1, 2021

Welcome to SeedLeaf, a web-based software-as-a-service platform provided by SeedLeaf Technologies (hereinafter, "SeedLeaf" or "we" or "us" or "our") to small-scale microgreens farms to manage the planning, production, and order aspects of their operations.

These terms and conditions (the "Terms and Conditions") govern the use of [www.seedleaf.co](http://www.seedleaf.co) (the "Site"). This Site is owned and operated by SeedLeaf Technologies. This Site is a software-as-a-service website.

Use of SeedLeaf is expressly subject to these Terms of Use and our Privacy Policy (as well as any additional terms and policies expressly referenced or incorporated herein or therein), all of which, together, constitute a legally binding contract between each farm and its users (hereinafter collectively, "you") and SeedLeaf.

PLEASE READ THESE TERMS OF USE AND OUR PRIVACY POLICY CAREFULLY. If you do not agree with anything stated in these Terms of Use or our Privacy Policy, please do not use the SeedLeaf Platform.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### 1. DEFINITIONS

As used in these Terms of Use:

**"Suppliers"** means third-party vendors that provide products and/or services for the operation of SeedLeaf. For example, SeedLeaf may use a third-party vendor to provide online/mobile payment processing services in the SeedLeaf platform.

**"SeedLeaf Software"** means any and all software tools, applications and services, whether or not downloadable, comprised in or accessible on or through the SeedLeafPlatform. For the purposes of these Terms of Use, all SeedLeaf Software shall be deemed a part of the SeedLeaf Platform.

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**“SeedLeaf Content”** means any and all content, data and information (in whatever form or medium) comprised in or accessible on or through the SeedLeaf Platform, including, without limitation: text, graphics, designs, artworks, images, photos, videos, audios, forms and templates (such as those designed to help users track, record, or organize their production data, generate analytics reports, build their farm websites/online stores, etc., and whether or not downloadable, printable, or customizable), instructions, descriptions, messages, and advertisements; but specifically excluding any User Content (as defined below). For the avoidance of doubt, **“SeedLeaf Content”** also includes the following: (i) the “look and feel” and user interface designs of the SeedLeaf platform and its components; and (ii) the programming code (including HTML code) of the SeedLeaf platform and its components, whether in human-readable or machine-readable form. For the purposes of these Terms of Use, all SeedLeaf Content shall be deemed a part of the SeedLeaf Platform.

**“User Content”** means any and all of the following: (i) account information provided by users, including identifying information about themselves and their farms; (ii) farm business and operational data provided by users in connection with their use of the SeedLeaf Platform, including, for example, farm crops, yields, and sales data, and farm customer contact lists; (iii) farm analytics generated by users through the use of the analytics tools of the SeedLeaf Platform; (iv) user-provided photos, images, artworks, videos, audios, advertisements, descriptions, messages, and other content about their farms, and including also logos, trademarks, service marks, trade names and other trade identifiers associated with their farms; and (v) User Feedback (as defined below). To the extent your User Content includes any element of your identity (name, voice, photograph, likeness, biographical information, etc.), you acknowledge and agree that any such element of your identity will be treated as part of your User Content.

**“User Feedback”** means any idea, opinion, suggestion, comment, review, or other feedback (whether solicited or unsolicited) provided by users to SeedLeaf in connection with their use of the SeedLeaf Platform.

## **2. GENERAL PROVISIONS**

### **2.1. Eligibility**

You represent and warrant that you have reached the age of majority in your state or province or region of residence and have full legal capacity to enter into a legally binding contract with SeedLeaf. If you are agreeing to these Terms of Use on behalf of a farm organization or entity, you represent and warrant that you are duly authorized to agree to these Terms of Use on behalf of that farm organization or entity and bind it to these Terms of Use (in which case all subsequent references to “you” and “your” in these Terms of Use are deemed to include the farm organization or entity that you are representing).

### **2.2. Compliance with Applicable Laws**

Use of the SeedLeaf Platform is subject to all applicable laws and regulations. You acknowledge and agree that it is solely and entirely your responsibility to comply with all laws and regulations applicable to your farm and/or your use of the SeedLeaf Platform. Use of the SeedLeaf Platform is prohibited if such use would be deemed illegal under applicable laws or regulations in the jurisdiction in which your farm operates.

### **2.3. Notice to California Residents**

To comply with California law, SeedLeaf provides the following notice to users who are California residents:

- SeedLeaf’s legal name is SeedLeaf Technologies.
- SeedLeaf’s address is 919 Hereward Road, Victoria, BC, V9A 4C9
- SeedLeaf’s telephone number is 778.319.3885.
- For complaints, California residents may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs, in writing at 1625 N. Market Blvd., Suite N-112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210, or by email at [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

## **2.4. International Use**

The SeedLeaf Platform is hosted and operated within and from Canada. SeedLeaf and its Suppliers do **not** represent or warrant that the SeedLeaf Platform will be appropriate or available for use in locations outside Canada or the United States (U.S.). If you access the SeedLeaf Platform from a location outside Canada or the U.S., you acknowledge and agree that you do so of your own volition and at your own risk and that you are solely and entirely responsible for complying with all applicable local laws and regulations.

For users in the European Union, we adhere to the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as the General Data Protection Regulation (the "GDPR"). For users in the United Kingdom, we adhere to the GDPR as enshrined in the Data Protection Act 2018.

## **2.5. Reservation of Rights**

You acknowledge and agree that we reserve the right to: (i) cease (whether temporarily or permanently) providing the SeedLeaf Platform (in whole or in part), or any SeedLeaf Software or SeedLeaf Content, to you or to users generally, at any time and with or without reason, by giving 30 days advance notice of our intention to do so; and (ii) immediately terminate your access to the SeedLeaf Platform (including your account and any subscription you have with SeedLeaf), if we determine, in our sole judgment, that you are in violation of these Terms of Use or any applicable law or that your use of the SeedLeaf Platform may expose SeedLeaf or its Suppliers to liability of any kind, or may adversely affect the reputation or goodwill of SeedLeaf or its Suppliers.

## **2.6. Agreement Term**

These Terms of Use will take effect as soon as your acceptance hereof by registering an account on the SeedLeaf Platform, and will remain in force and in effect for as long as you are allowed to continue to use the SeedLeaf Platform.

## **2.7. Privacy**

We respect our users' privacy. Please review our Privacy Policy which describes our data collection, use and sharing practices associated with the SeedLeaf Platform.

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## **2.8. Ownership**

The SeedLeaf Platform, including all SeedLeaf Software, SeedLeaf Content, and all rights, title and interest therein and thereto (including, without limitation, all copyrights, moral rights, trademark rights, trade dress rights, trade secret rights, patent rights, and all other intellectual property or proprietary rights), are the property of SeedLeaf Technologies and/or its Suppliers, and are protected by Canadian and foreign intellectual property and other laws. Other than a limited license to use as specified in Section 4.1 of these Terms of Use, you have no other right or license with respect to the SeedLeaf Platform. Any unauthorized use or exploitation of the property of SeedLeaf and/or its Suppliers is strictly prohibited and may result in civil and/or criminal penalties. SeedLeaf and its Suppliers reserve all rights not expressly granted herein. There are no implied rights or licenses granted to you under these Terms of Use.

You retain ownership of your User Content. However, by using the SeedLeaf Platform you expressly give SeedLeaf permission to use your User Content as described in Section 4.2 and 4.3 of these Terms of Use.

## **2.9. Electronic Communications**

When you use the SeedLeaf Platform, you are communicating with us electronically, and you consent to receiving communications from us electronically, including emails, push messages, in-app messages, and messages posted to your account on the SeedLeaf Platform. You acknowledge and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that the same be in writing.

## **2.10. Mobile Service Charges**

By using the SeedLeaf Platform on a mobile device (including downloading any SeedLeaf Content or SeedLeaf Software onto a mobile device), you acknowledge and agree that standard carrier charges may apply and that depending on your wireless service plan, your wireless carrier may impose data and/or other charges when you use the SeedLeaf Platform, and that any and all such charges will solely be your responsibility.

## **2.11. Export Controls**

The SeedLeaf Platform may be subject to Canadian export control laws and regulations. You agree not to export, re-export, or transfer, directly or indirectly, any Canadian technical data acquired from SeedLeaf, or any products utilizing such data, in violation of Canadian export laws or regulations.

## **3. ACCOUNT REGISTRATION AND SUBSCRIPTION**

### **3.1. Account Registration**

To use the SeedLeaf Platform, you must register an account.

By registering an account on the SeedLeaf Platform, you represent and warrant that all account information you submit is your own information and is truthful and accurate. You acknowledge and agree that we may immediately suspend or terminate your account and your access to the SeedLeaf Platform if we have any reason to believe that you have misrepresented or provided false account information to us.

It is your responsibility to keep your farm's SeedLeaf account information (including contact, billing, and other information about your farm) accurate and current. This includes updating your farm's account information in the event of a change of ownership of your farm. For example, if your farm is sold or transferred to a new owner, your farm's SeedLeaf account will need be updated to reflect the new owner's information, and by continuing to use the account, the new owner will be deemed to have accepted, and will be bound by, these Terms of Use and our Privacy Policy. Failure to keep your farm's account information up to date may result in suspension or cancellation of the account (at SeedLeaf's sole discretion). As the account holder, you are responsible for safeguarding your farm's account login information, and you should notify us immediately in the event your account login has been stolen, lost, or used by another without your permission. If your farm's account has two or more authorized users, you are responsible for all your farm users' activities under the account.

## 3.2 Subscription

Access to certain tools and service features on the SeedLeaf Platform may require a paid subscription (“**Subscription**”). Subscription may be month-to-month or on a yearly (i.e., 12 months) basis.

1. By purchasing a Subscription, you represent and warrant that you are the account holder (or an authorized user) of the credit/debit card or payment account that you use to pay for your Subscription purchase, and such payment card or account has sufficient funds to cover your Subscription purchase. You acknowledge and agree that we may immediately suspend or terminate your Subscription and your access to the SeedLeaf Platform if we have any reason to believe that you have misrepresented or provided false payment information to us.
2. ***Once your Subscription purchase is processed and completed, we will send you a Subscription confirmation email that includes details about your Subscription, including the start date and end date of your Subscription, your renewal option, and the applicable Subscription fee charged to your payment card or account. If you believe there is an error in any detail about your Subscription, please immediately contact our customer service at [accounts@seedleaf.co](mailto:accounts@seedleaf.co).***
3. ***Unless you cancel your Subscription before its scheduled end date pursuant to Section 3.2(5) below, all Subscriptions are subject to automatic renewal, which means that, on the scheduled end date of your Subscription, your payment card/account that is on file with SeedLeaf will automatically be charged the then-applicable Subscription fee for a new Subscription term. A monthly Subscription will automatically renew for another month, and a yearly Subscription will automatically renew for another 12-month period; except that you may elect to have your Subscription renewed to a different plan (i.e., from monthly to yearly, or from yearly to monthly).***
4. Unless expressly otherwise indicated by SeedLeaf, a purchased Subscription is **NON-REFUNDABLE**. This means that if you cancel your Subscription before its scheduled end date, cancellation will **not** take effect until the scheduled end date of your Subscription, and the Subscription fee you already paid **will not be refunded**.
5. ***All cancellation requests must be submitted electronically by clicking “Cancel Subscription” in the Subscription settings of the web application.using our online***

**cancellation request form (click here)**. Once processing is completed, we will send you a cancellation confirmation via email, and you will have access to your account until the end of the paid billing cycle. Once cancellation takes effect, you will no longer have access to those tools and service features covered by your cancelled Subscription, including any User Content you have stored on the SeedLeaf Platform using those tools and service features. It is your responsibility to download such stored User Content from the SeedLeaf Platform prior to cancelling your Subscription. Upon cancellation of your Subscription, we reserve the right to delete such stored User Content from the SeedLeaf Platform.

**IMPORTANT:** If you do not want your Subscription renewed, please be sure to cancel your Subscription **prior to** its scheduled end date. Otherwise, we **cannot** guarantee that your Subscription will be cancelled in time so that you won't be charged for renewal.

6. From time to time we may offer our users an opportunity to try out some of our Subscription-based tools and features for free for a limited time ("**Free Trial**"). If you participate in a Free Trial, you will pay nothing during the specified trial period for using the applicable tools and features. At the conclusion of the Free Trial, you will need to purchase a Subscription if you wish to continue to use the applicable tools and features.
7. We reserve the right to change our Subscription plan terms (including pricing) at any time. If you have an existing Subscription, we will notify you of any price change for the upcoming renewal term at least fifteen (15) days before the beginning of the renewal term in which the new price will be effective, and such notice may be sent via email and/or posted directly to your account on the SeedLeaf Platform.

**IMPORTANT:** If you do not cancel your Subscription **prior** to its scheduled end date pursuant to **Section 3.2(5)** above, you will be deemed to have agreed to the new price and have authorized us to charge your payment card/account based on the new price at the time of renewal of your Subscription.

## **4. USE OF THE SEEDLEAF PLATFORM**

### **4.1. Our Limited License to You**

Subject to your compliance with these Terms of Use and all applicable laws, SeedLeaf hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited license to access the SeedLeaf Platform (including SeedLeaf Software and SeedLeaf Content) solely for your own lawful use in connection with the management and operation of your farm business.

1. You acknowledge and agree that:
  - a. The above license is personal to you, which means that only your farm (including those acting on your behalf, such as your employees and agents) are authorized to access the SeedLeaf Platform and that you may not sell, lend, rent, lease, transfer, assign, sublicense, or otherwise provide such access to any third party (except with SeedLeaf's express written approval); and,
  - b. The above license is immediately revocable and terminable by SeedLeaf, if SeedLeaf determines, in its sole judgement, that you are in violation of these Terms of Use or any applicable law or that your use of the SeedLeaf Platform may expose SeedLeaf or its Suppliers to liability of any kind, or may adversely affect the reputation or goodwill of SeedLeaf or its Suppliers.
2. You further acknowledge and agree that your use of any SeedLaf Software, including any downloaded SeedLeaf Software, is subject to the following additional terms and conditions:
  - a. Any such SeedLeaf Software is licensed, and NOT sold or transferred, to you. You may not distribute, sell, offer to sell, lend, rent, lease, transfer, or otherwise furnish any SeedLeaf Software to a third party.
  - b. You may not modify, translate, or otherwise make derivative works from, or reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of, any SeedLeaf Software.

- c. You may not bypass, disable, deactivate or render ineffective any copy control, copy protection, or other digital rights management (DRM) mechanism, scheme, device, program, tool, code or file contained or embedded in or associated with any SeedLeaf Software.
- d. You acknowledge and agree that, unless expressly otherwise indicated by SeedLeaf, SeedLeaf and its Suppliers are not obligated or required to provide any assistance or support (including any technical or customer support) with respect to your download, installation, or use of any SeedLeaf Software.
- e. From time to time SeedLeaf and/or its Suppliers may make changes and updates to certain SeedLeaf Software, and you understand that it may be necessary for you to download and install the changes and updates in order for such SeedLeaf Software to function properly on your computer or mobile device.

## **4.2 Prohibited Uses**

Any unauthorized or unlawful use of the SeedLeaf Platform or any SeedLeaf Software or SeedLeaf Content is strictly prohibited. Specifically, you may ***not***:

1. Use the SeedLeaf Platform or any SeedLeaf Software or SeedLeaf Content for any unlawful purpose, including, without limitation: operating any scam or fraudulent scheme (such as a pyramid or ponzi scheme); impersonating another, or making unauthorized use of another's information; selling or offering to sell products without requisite licenses, permits, approvals or certifications; conducting false or deceptive advertising, or engaging in any other unfair trade practice; disseminating junk email, spam, or other unsolicited and unwanted messages or communications; or collecting personal information from or about others (including your farm customers) without their knowledge or consent, including through "phishing" or under any other false pretense
2. Use the SeedLeaf Platform or any SeedLeaf Software or SeedLeaf Content to upload, store, display, transmit, publish or distribute any content, data or information that:

- a. is unlawful; threatening; harassing; abusive; hateful; discriminatory; derogatory; obscene; vulgar; pornographic; excessively violent; false, deceptive or misleading; defamatory or libelous; or otherwise offensive;
  - b. promotes, solicits or aids crimes or illegal activities;
  - c. promotes or solicits violence;
  - d. promotes or solicits gambling, public intoxication, underage drinking, or drug abuse;
  - e. promotes or solicits animal cruelty;
  - f. contains, promotes, or links to fake offers, scams, or other fraudulent schemes (such as pyramid schemes and ponzi schemes);
  - g. contains, promotes, or links to viruses, worms, Trojan horses, spyware, malware, ransomware, or other malicious, harmful or disruptive code or material that is designed to damage, interfere with, intercept, lock out, or expropriate any software, hardware, information or data; or,
  - h. violates another's copyright, trademark, trade secret, patent, right of publicity, right of privacy, contractual right, or other property or proprietary right of any kind (including, without limitation: using another's name, likeness, photo, or other identity without consent);
3. copy, reproduce, distribute, sell, lend, rent, lease, or modify, translate, or otherwise make derivative works from, the SeedLeaf Platform or any SeedLeaf Software or SeedLeaf Content;
  4. Use the SeedLeaf Platform for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of developing any product or service to compete against SeedLeaf;
  5. Offer the use of the SeedLeaf Platform or any SeedLeaf Software or SeedLeaf Content as part of a service bureau, time-sharing, or other similar arrangement;
  6. Interfere in any way with the operation of the SeedLeaf Platform or any SeedLeaf Software or SeedLeaf Content, or any server, network or system associated therewith, including, without limitation: hacking, mail-bombing, flooding, overloading, or making "denial of service" attacks; probing, scanning or testing the vulnerability of the SeedLeaf Platform or any SeedLeaf Software or SeedLeaf Content, or any server, network or

system associated therewith; breaching or circumventing firewall, encryption, security or authentication routines; accessing data not intended for you, or accessing another's account that you are not expressly authorized to access;

7. Use any automated program, tool or process (including, without limitation, web crawlers, robots, bots, spiders, or automated agents or scripts) to access the SeedLeaf Platform, or to register multiple accounts on the SeedLeaf Platform, or to generate automated searches, requests, or queries to the SeedLeaf Platform, or to strip, scrape, extract, or mine data or information from the SeedLeaf Platform (except, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the SeedLeaf Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file);
8. Remove, erase, conceal, alter, or otherwise tamper with SeedLeaf or third-party intellectual property, attribution, or other legal notices included in or associated with the SeedLeaf Platform or any SeedLeaf Software or SeedLeaf Content;
9. Frame, or otherwise create a browser or border environment around, any portion of the SeedLeaf Platform, or any SeedLeaf Software or SeedLeaf Content;
10. Use any of SeedLeaf Names, Trademarks, or Logos: (i) for advertising, promotional, marketing, sale, or any other commercial or for-profit purposes (unless with the express prior written consent of SeedLeaf); (ii) in any way that falsely suggests or implies an association or affiliation with, or endorsement, sponsorship or approval by, SeedLeaf; or (iii) in any way that defames or disparages SeedLeaf or its Suppliers; or
11. Otherwise use the SeedLeaf Platform in a way that violates these Terms of Use or any applicable law.

## **4.2. User Content**

1. By using the SeedLeaf Platform, and for as long as you maintain an account on the SeedLeaf Platform, you expressly and irrevocably give SeedLeaf permission:

- a. To do all things with your User Content as are reasonably necessary for SeedLeaf to provide, host, operate, manage, maintain and improve the SeedLeaf Platform, including performing tasks with your User Content as directed by you, such as: tracking, recording, storing, processing, organizing and managing your farm data; generating and reporting your requested analytics; enabling you to build and publish your farm website/online store; enabling you to organize and host farm events; and enabling you to stay connected with your farm customers through emails, newsletters, events, etc.; and
  - b. To use, reproduce, publicly display, and distribute your User Content for the purposes of marketing and promoting the SeedLeaf Platform (provided, however, that SeedLeaf will not publish or disclose to others your farm business or operational data or analytics without your express written permission).
2. If you submit User Feedback to SeedLeaf , you acknowledge and agree as follows:
  - a. You expressly and irrevocably give SeedLeaf permission to use your User Feedback ***indefinitely*** for any and all purposes (including, without limitation, for marketing and promoting the SeedLeaf Platform, for making improvements to the SeedLeaf Platform, and for developing new SeedLeaf products and services).
  - b. Your submission of User Feedback is voluntary and consensual and is made without any condition or reservation of rights, including, without limitation, any condition of compensation, payment, credit, attribution, secrecy or confidentiality. No contractual, fiduciary or confidential relationship of any kind (whether express or implied) is created between you and SeedLeaf by reason of your submission of User Feedback. Your submission is not returnable and may be retained indefinitely by SeedLeaf.
3. You represent and warrant that:
  - a. You own or control all rights (including intellectual property rights) necessary for SeedLeaf to make use of your User Content as expressly permitted under these Terms of Use; and

- b. Your User Content does **not** contain any third party's confidential or proprietary information, does **not** violate any right (including, without limitation, any intellectual property right, right of privacy, or right of publicity) of any third party, and does **not** violate any applicable law.
4. You acknowledge and agree that SeedLeaf will have the absolute right to remove, delete, or block or disable access to, any of your User Content which SeedLeaf determines, in its sole judgment, violates these Terms of Use or any applicable law, or may expose SeedLeaf or its Suppliers to liability of any kind, or may adversely affect the reputation or goodwill of SeedLeaf or its Suppliers.

#### **4.3. Aggregate Platform Data**

By using the SeedLeaf Platform, you acknowledge and agree that SeedLeaf will be free to:

1. Compile and combine your and other users' farm data and analytics (after de-identifying such data and analytics as necessary so that they do not identify any particular user or farm) to create aggregated and anonymized data in connection with measuring the usage and performance of the SeedLeaf Platform (hereinafter, "**Aggregate Platform Data**"); and
2. Reproduce, disclose to others, publish, distribute, and otherwise use such Aggregate Platform Data indefinitely for any and all purposes (including, without limitation, for marketing and promoting the SeedLeaf Platform, for making improvements to the SeedLeaf Platform, and for developing new SeedLeaf products and services).

#### **4.4. Use of SeedLeaf Forms and Templates**

The SeedLeaf Platform includes electronic forms and templates that are designed to help users track, record, or organize farm data, generate analytics reports, build farm websites/online stores, etc. You acknowledge and agree that:

1. All such forms and templates constitute SeedLeaf Content;
2. You are granted a limited license to use such forms and templates as described in Section 4.1 above and you may incorporate your User Content into such forms and

templates, but you do **not** acquire any title, ownership or exclusive right in such forms and templates by doing so;

3. Other users are free to use the same forms and templates in a way similar to yours pursuant to these Terms of Use; and
4. You will keep intact and **not** remove, erase, conceal, alter, or otherwise tamper with SeedLeaf or third-party intellectual property, attribution, and other legal notices contained in such forms and templates.

#### **4.5. Use of SeedLeaf Recommendations, Reports, etc**

To the extent you receive any recommendation, report or data from the SeedLeaf Platform concerning your farm business or operations, you acknowledge and agree that:

1. Any such recommendation, report or data is for general informational purposes only and should **not** be viewed or relied upon as professional or expert advice; and
2. SeedLeaf is **not** responsible or liable in any way for the results of your reliance upon any such recommendation, report or data, including for any losses (financial or otherwise), damages, costs or expenses that you may incur as a result of following any such recommendation, report or data. You should always do your own independent research (including consulting farm experts) prior to making any business or financial decision concerning your farm.

#### **4.6. Linking to SeedLeaf**

You may link to the SeedLeaf Platform, provided that you comply with the following terms and conditions:

1. Your link must be a text-only link. The SeedLeaf logo may **not** be used for linking purposes, except with the express prior written consent of SeedLeaf.
2. You do **not** frame or otherwise create a browser or border environment around any portion of the SeedLeaf Platform or any SeedLeaf Software or SeedLeaf Content.
3. You do **not** link to the SeedLeaf Platform from any adult or sexually oriented website.

4. You do ***not*** misrepresent or falsely suggest that your website or product or service is sponsored, endorsed or approved by, or affiliated with, SeedLeaf.
5. You do ***not*** disparage SeedLeaf, or publish false, misleading or inaccurate information about SeedLeaf.

You also acknowledge and agree that SeedLeaf is under no obligation to support your link to the SeedLeaf Platform and may block traffic from your website at any time and for any reason.

#### **4.7. User Indemnity**

By using the SeedLeaf Platform, you agree to

1. Indemnify and hold harmless SeedLeaf and its Suppliers (including their respective officers, directors, employees, agents and representatives) (collectively, "SeedLeaf and Related Parties") from and against any claim, action, suit, proceeding or investigation brought by a third party (including by any of your customers) (hereinafter, a "Third Party Claim"); and
2. Pay any and all damages, settlements, judgments, awards, fines, costs and expenses (including, without limitation, court costs and attorneys' fees) associated with such Third Party Claim, to the extent such Third Party Claim arises out of or relates to any of the following:
  - a. your use or misuse of, or your reliance upon the SeedLeaf Platform (including your use or misuse of, or your reliance upon, any SeedLeaf Software or SeedLeaf Content or another's User Content);
  - b. your violation of these Terms of Use or any applicable laws or regulations;
  - c. any of your User Content;
  - d. any product sold or provided by you;
  - e. any of your transactions or dealings with your customers, other users, or any other third parties;
  - f. any of your communications to your customers;
  - g. the conduct of your farm business, including any of your business or trade practices.

NOTE: This provision does not require you to indemnify any of SeedLeaf and Related Parties for any unconscionable commercial practice by such party, or for such party's negligence, fraud,

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deception, false promise, misrepresentation or concealment, suppression, or omission of any material fact in connection with the SeedLeaf Platform.

SeedLeaf reserves the right, at your expense, to assume the legal defense of a Third Party Claim for which you are required to indemnify SeedLeaf and its Suppliers, and you agree to fully cooperate with SeedLeaf in such legal defense. You agree not to settle any Third Party Claim for which you are required to indemnify SeedLeaf and its Suppliers, without the express prior written consent of SeedLeaf. SeedLeaf will use reasonable efforts to notify you in the event SeedLeaf receives notice of a Third Party Claim for which you are required to indemnify SeedLeaf and its Suppliers; however, SeedLeaf's failure to so notify you will not in any way excuse or relieve you from your indemnity obligations hereunder.

## **5. DISCLAIMER OF WARRANTIES; LIMITATIONS OF LIABILITY**

By using the SeedLeaf Platform, you acknowledge and agree as follows:

1. THE SEEDLEAF PLATFORM (INCLUDING ALL SEEDLEAF SOFTWARE AND SEEDLEAF CONTENT) AND ALL USER CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, SEEDLEAF AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SEEDLEAF PLATFORM (INCLUDING ALL SEEDLEAF SOFTWARE AND SEEDLEAF CONTENT) AND ALL USER CONTENT, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES OF TITLE AND NON-INFRINGEMENT. WITHOUT LIMITATION TO THE GENERALITY OF THE FOREGOING, SEEDLEAF AND ITS SUPPLIERS DO **NOT** WARRANT THAT:

(A) THE SEEDLEAF PLATFORM (INCLUDING ALL SEEDLEAF SOFTWARE AND SEEDLEAF CONTENT) AND ALL USER CONTENT WILL BE ACCURATE, ERROR-FREE, UP TO DATE, COMPLETE, OR USEFUL, OR WILL BE UNINTERRUPTED, OR WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION;

(B) ANY DEFECT OR ERROR IN THE SEEDLEAF PLATFORM (INCLUDING ANY SEEDLEAF SOFTWARE OR SEEDLEAF CONTENT) OR IN ANY USER CONTENT WILL BE CORRECTED; OR

(C) THE SEEDLEAF PLATFORM (INCLUDING ALL SEEDLEAF SOFTWARE AND SEEDLEAF CONTENT) AND ALL USER CONTENT WILL BE SECURE AND FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT. ANY USE OF OR RELIANCE UPON THE SEEDLEAF PLATFORM (INCLUDING ANY SEEDLEAF SOFTWARE OR SEEDLEAF CONTENT) OR ANY USER CONTENT IS ENTIRELY AT YOUR OWN RISK.

2. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SEEDLEAF AND/OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY OTHER USER (WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY OR ANY OTHER LEGAL OR EQUITABLE THEORY) FOR ANY DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF SALES, LOSS OF INCOME, REVENUE OR PROFIT, LOSS OF GOODWILL, OR LOST OR WASTED STAFF TIME) ARISING OUT OF OR RELATED TO THE SEEDLEAF PLATFORM (INCLUDING ANY SEEDLEAF SOFTWARE OR SEEDLEAF CONTENT), OR ANY USER CONTENT, OR YOUR USE OF OR RELIANCE UPON THE SEEDLEAF PLATFORM (INCLUDING ANY SEEDLEAF SOFTWARE OR SEEDLEAF CONTENT) OR ANY USER CONTENT, EVEN IF SEEDLEAF AND ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

3. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL SEEDLEAF AND/OR ITS SUPPLIERS BE LIABLE TO ANY USER FOR ANY DAMAGES IN EXCESS OF THE SUBSCRIPTION FEE AMOUNT (IF ANY) ACTUALLY PAID BY SUCH USER DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES, DAMAGES OR LIABILITIES, SOME OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. ACCORDINGLY, NOTHING IN THIS SECTION 6

AFFECTS ANY WARRANTIES, DAMAGES OR LIABILITIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **6. DISPUTE RESOLUTION BY BINDING ARBITRATION AND CLASS ACTION WAIVER; CHOICE OF LAW**

1. We encourage you to contact our Customer Service department if you have concerns or complaints about the SeedLeaf Platform. Generally, customer complaints can be satisfactorily resolved in this way. If we cannot resolve your concerns informally, disputes between you and SeedLeaf shall be resolved pursuant to this **Section 6 - DISPUTE RESOLUTION**.
2. You and SeedLeaf agree to arbitrate all disputes and claims (including the interpretation and scope of this clause, and the arbitrability of the dispute or claim) relating to the SeedLeaf Platform, including, without limitation, all claims arising out of or relating to any aspect of your relationship with SeedLeaf, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose either before or during this, or any prior, version of these Terms of Use, or that may arise after termination of your relationship with SeedLeaf.
3. Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to limited review by courts. Under this Agreement, arbitrators can award the same individual relief affecting individual parties that a court can award, including damages and an award of attorneys' fees, if the applicable law allows. BY AGREEING TO RESOLVE DISPUTES THROUGH ARBITRATION, YOU AND SEEDLEAF AGREE TO EACH UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR COURT (except small claims court). Instead of arbitration, either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority.
4. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and may be enforced in any court of competent jurisdiction.

5. In the event that you are able to demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to costs of litigation, SeedLeaf will pay as much of your arbitration filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. SeedLeaf also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration. However, SeedLeaf will not pay your share of the arbitration fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose.
6. YOU AND SEEDLEAF AGREE THAT ANY CLAIMS BROUGHT BY YOU OR SEEDLEAF WILL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND WILL NOT BE BROUGHT AS A CLASS, REPRESENTATIVE, COLLECTIVE OR PRIVATE ATTORNEY GENERAL ACTION. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. You and SeedLeaf agree to seek only such individual relief – whether in the form of individual damages, an individualized injunction, or other non-monetary individual relief – as is necessary to resolve any individual injury that either you or SeedLeaf has suffered or may suffer.
7. The requirement that claims be brought in binding arbitration only in an individual capacity and not as a representative, private attorney general, or class member (“Class Action Waiver”) is non-severable. If the Class Action Waiver is found to be unenforceable, then the entirety of this arbitration provision shall be null and void, with the exception of the next sentence. In the event the Class Action Waiver is found to be unenforceable, or in the event the agreement to arbitrate is found to not apply to a dispute, that such action between you and SeedLeaf shall proceed in the federal or provincial courts located in British Columbia, Canada.
8. Notwithstanding any provision in these Terms of Use to the contrary, SeedLeaf agrees that if SeedLeaf makes any change to this arbitration provision, such change will not be applicable to any dispute to which you had previously provided notice to SeedLeaf.
9. If you do not want to be bound to this agreement to arbitrate, you must opt out of it within 30 days of it first becoming applicable to you (i.e., within 30 days of you first

agreeing to a version of these Terms of Use containing an arbitration agreement). To opt out of this agreement to arbitrate, you must send a letter or postcard to SeedLeaf's headquarters, to the attention of the "Legal Department" and state that you do not want to be bound by this arbitration agreement. SeedLeaf's address is 919 Hereward Road, Victoria, BC, Canada, V9A 4C9.

10. These Terms of Use and your use of the SeedLeaf Platform are governed by the laws of the Province of British Columbia.

## **7. CHANGES TO TERMS**

From time to time, we may also modify these Terms of Use to accommodate new technology, industry practices, regulatory requirements, or for other purposes. If we make material changes to these Terms of Use that would impact your continued use of the SeedLeaf Platform, we will make reasonable efforts to notify you of such changes (including through email and/or by posting a notice directly to your account), and may also ask you to affirmatively consent to the changes at the time of your next login on the SeedLeaf Platform. By continuing to use the SeedLeaf Platform after such notice and/or consent, you agree to be bound by these Terms of Use as modified. If you do not agree with our changes to these Terms of Use, your sole and exclusive remedy will be to cancel your account (and your Subscription, if any) and discontinue use of the SeedLeaf Platform.

## **8. FORCE MAJEURE**

Any failure or delay by SeedLeaf in the performance of its obligations pursuant to these Terms of Use will not be deemed a default or breach of these Terms of Use or a ground for termination to the extent such failure or delay is due to computer or Internet or telecommunications breakdowns, denial of service attacks, fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil unrest, rebellions or revolutions in the United States or any nation where the obligations under these Terms of Use are to be executed, strikes, supplier and third party failure, lockouts, or labor difficulties, or any similar cause beyond the reasonable control of SeedLeaf

## **9. MISCELLANEOUS**

If any provision of these Terms of Use is deemed invalid, illegal or unenforceable by a court of competent jurisdiction, the invalidity, illegality or unenforceability of such provision shall not affect the remaining provisions of these Terms of Use, all of which shall remain in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and SeedLeaf's failure to assert any right under these Terms of Use or to enforce any provision of these Terms of Use shall not be deemed a waiver of such right or provision. SeedLeaf may assign its rights and obligations under these Terms of Use to any third party at any time without notice to you. These Terms of Use will be binding upon and inure to the benefit of the parties and their respective successors, heirs, trustees, administrators, and assigns. These Terms of Use contains the final and entire agreement of the parties and supersedes all previous and contemporaneous verbal or written negotiations, understandings, or agreements regarding the subject matter hereof.

## **10. CONSUMER PROTECTION LAW**

Where the *Business Practice and Consumer Protection Act*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

## **11. CONTACT INFORMATION**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(778) 319-3885

[accounts@seedleaf.co](mailto:accounts@seedleaf.co)

SeedLeaf Technologies

919 Hereward Road, Victoria, BC, V9A 4C9

You can also contact us through the feedback form available on our Site.

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