Terms of Service

for the OGOR VRA Website

We are FIELD DATA ZOOM SRL, doing business as OGOR ("Company," "we," "us," "our"), a company registered in Bucharest, Romania.

We operate the website <u>https://ogor.farm</u> (the "Service") that refers to or links to these terms of service (the "Legal Terms").

You can reach us by email at <u>help@ogor.farm</u>.

Scope

These Legal Terms constitute a legally binding agreement made between individuals who use the Service ("you") and us, concerning their access to and use of the Service.

The Service is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use the Service.

You agree that by accessing the Service, you have read, understood, and agreed to be bound by all of these Legal Terms. IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICE AND YOU MUST DISCONTINUE THE USE IMMEDIATELY.

Our service

Our Service enables you to create Variable Rate Application ("VRA") maps based on satellite data, for your farm. As a result, you can optimize the use of nitrogen fertilizer and plant protection products to maximize efficiency throughout the year. The user is responsible for transferring data from and to our Service (field geometry, map files, etc).

Payments are handled by our payment provider, <u>Stripe</u>. You agree to provide current, complete, and accurate purchase information for all purchases made via the Service. We may change prices at any time. All payments shall be in EURO or RON. All purchases are non-refundable. If you are unsatisfied with our Service, please email us at <u>help@ogor.farm</u>.

Permitted use

You may not access or use the Service for any purpose other than that for which we make the Service available.

Restricted purposes

As a user of the Service, you agree not to:

- Systematically retrieve data or other content from the Service to create or compile, directly or indirectly, a collection, compilation, database, or directory without our written permission;
- Make improper use of our support services or submit false reports of abuse or misconduct;
- Use the Service in a manner inconsistent with any applicable laws or regulations;
- Engage in unauthorized framing of or linking to the Service;
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, that impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Service;
- Engage in any automated use of the system, such as using any data mining, robots, or similar data gathering and extraction tools;
- Interfere with, disrupt, or create an undue burden on the Service or the networks or services connected to the Service;
- Attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service.

Availability of the service

We want to keep the Service accessible as consistently as possible. However, disruptions or temporary cessation of Service operation may occur, particularly for reasons of maintenance, security, or capacity or due to events beyond our control. We further reserve the right to temporarily restrict the use of the Service for reasons of maintenance, security, or capacity.

Our Service may be limited or unavailable in certain countries or regions. If a User finds that the use of the Service is impaired, he/she shall report this via the support form.

Intellectual property rights

We are the owner of the licensee of all intellectual property rights in our Service, including all source code, databases, functionality, software, website designs, audio, video, text, files, photographs, and graphics in the Service (collectively, the "Content"), as well as the trademarks, service marks, and logos contained therein (the "Marks").

We grant you a non-exclusive, non-transferable, revocable license to:

- access the Service;
- download or print a copy of any portion of the Content to which you have properly gained access.

The transfer of data from and to our Service is your responsibility.

Data protection

We care about data privacy and security. Please review our Privacy Policy: <u>https://ogor.farm/privacy</u>.

By using the Service, you agree to be bound by our Privacy Policy, which is incorporated into these Legal Terms.

Liability

The User uses the Service at his/her own risk. You expressly understand and agree that we are not liable for any damages or losses resulting from your use of the Service. We shall not be liable for the temporary non-availability of the Service or for the failure of any or all of the features offered with the Service.

The contractual relationship between the User and FIELD DATA ZOOM SRL (including these Terms of Service) shall be governed exclusively by Romanian law, without regard to the principles of conflicts of law.