

## Terms of Use and Service

**Future Farm Technologies Inc.**

**Effective Date: January 1, 2019**

**1. Acceptance of Terms of Use.** Future Farm Technologies Inc. (“Future Farm”) provides its online services and Web Site to you, the User, subject to this Terms of Use and Service Agreement (“TOS”). Future Farm reserves the right to alter the TOS at any time without notice to User. By using the Website web site, located at the URL [www.futurefarmtech.com](http://www.futurefarmtech.com), User agrees to abide by this TOS Agreement.

**2. Online Services and Disclaimer of Warranty.** Future Farm’s web site provides online resources including, but not limited to, online information regarding Future Farm’s operations, industry news and products. Any new services, resources or informational content added to the web site shall fall under the terms of this TOS Agreement. The online resources, informational content, and software on this web site is provided “AS IS”, AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OF ANY COMPUTER PROGRAM OR SOFTWARE, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION, OR NON-INFRINGEMENT. Future Farm assumes no responsibility for any data loss or other loss suffered by any User of this web site. User is fully responsible for maintaining its computer equipment and Internet access to use the Future Farm web site.

**3. Registration.** Certain areas of the Future Farm web site are provided solely to registered Users of the web site. Any User registering for such services agrees to provide true and accurate information during the registration process. Future Farm reserves the right to terminate the access of such Users should Future Farm know, or have reasonable grounds to suspect, that a User has entered false or misleading information during the registration process. ALL REGISTERED USERS MUST BE OF LEGAL AGE TO REGISTER. Future Farm reserves the right to require valid credit card information as proof of legal age. Future Farm maintains strict online Privacy Policy and will not sell or give your information to other parties.

**4. User account.** Users will be provided a username and password upon completing the registration process. User agrees to immediately notify Future Farm at [admin@futurefarmtech.com](mailto:admin@futurefarmtech.com) should User know, or have reasonable grounds to suspect, that the username and password have been compromised. Future Farm shall not be responsible for User’s failure to abide by this Paragraph.

**5. Informational content supplied by Users.** User understands that all information, computer files, software, graphics, sound files, and text, whether publicly displayed by User on the Future Farm web site, or privately transmitted through the Future Farm web site, are the responsibility of the User from which such informational content has originated. User is fully responsible for any and all informational content that user uploads, posts, e-mails, or transmits using the Future Farm web site. Future Farm does not and cannot control the informational content Users transmit through the Future Farm web site. Under no circumstances shall Future Farm be held liable for User’s exposure to informational content that User deems offensive, indecent or objectionable. Under no circumstances shall Future Farm be held liable for any errors or omissions in any informational content transmitted by Users.

**6. User conduct.** User agrees to not use the Future Farm web site to:

- (a) upload, post, or transmit any informational content that is unlawful, threatens another person or entity, defamatory, vulgar, obscene, libelous, invades the privacy of another, or is otherwise

- objectionable;
- (b) harm legal minors;
- (c) collect personal information on, “cyberstalk” or harass another User, or engage in conduct that negatively affects the online experience of another User;
- (d) impersonate another User, person, or entity, including any official or employee of Future Farm;
- (e) intentionally or unintentionally violate any local, state, or federal law, including violations of the Copyright Act;
- (f) upload, post or transmit any software or files that contain software viruses or other harmful computer code;
- (g) interfere with the operation of Future Farm’s web servers or other computers or Internet or network connections;
- (h) upload, post or transmit any informational content that is the copyrighted, patented or trademarked intellectual property of another, or the trade secret of or confidential information of another;
- (i) upload, post or transmit any unsolicited or unauthorized advertising, including “spam” or “junk mail.”

Future Farm does not pre-screen uploaded, posted or transmitted content, but Future Farm reserves the right to inspect, edit and delete any content that Future Farm knows, or has reason to know, has violated this TOS Agreement. Future Farm reserves the right to immediately, and without notice, terminate the account of any User found to have violated the provisions of this TOS Agreement. Future Farm may disclose any informational content Users post, upload or transmit to the Future Farm web site, if such disclosure is necessary to enforce this TOS Agreement, to respond to claims of intellectual property infringement, to comply with legal process, or to protect the rights of Future Farm, the public, or other Users.

**7. Indemnity.** You agree to indemnify and hold Future Farm, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

**8. No resale.** User agrees not to reproduce, copy, duplicate, or sell any portion of the Future Farm web site.

**9. Limits and modifications.** Future Farm may establish without notice limits on the use of its web site, including the maximum number of times Users may post to or participate in the online communities, or to the number of times Users may access the Future Farm web site. Future Farm reserves the right to modify any and all portions of the Future Farm web site without notice. Under no circumstances shall Future Farm be liable to User or any other party for such limits or modifications.

**10. Termination of User account.** Future Farm may, at its sole discretion, terminate the User’s account for any reason. Under no circumstances shall Future Farm be liable to User or any other party for such termination of User’s account.

**11. Third party advertisers.** Future Farm may allow third party advertisers to advertise on the Future Farm web site. Future Farm takes no responsibility for User’s dealings with, including any online or other purchases from, any third party advertisers. Future Farm shall not be liable for any loss or damage incurred by User in its dealings with third party advertisers.

**12. Hyperlink policy.** The Future Farm website may contain hyperlinks to other Internet sites not under the editorial control of Future Farm. These hyperlinks are not express or implied endorsements or

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**13. Future Farm's intellectual property rights.** User agrees not to distribute, license, or create derivative works from any of Future Farm's copyrighted or trademarked material, including graphic files and software, available on the Future Farm web site.

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**15. Limitation of liability.** FUTURE FARM'S MAXIMUM LIABILITY FOR ANY INACCURATE INFORMATION AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNT PAID BY YOU FOR THE INFORMATION RECEIVED (IF ANY). FUTURE FARM IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, LOSS OF BUSINESS, LOSS OF PROFITS OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE LIMITATIONS OF THIS PARAGRAPH MAY NOT APPLY TO YOU.

**16. Notice.** Notices may be posted to the Future Farm web site or e-mailed to Users using the e-mail address Users submitted during the registration process.

**17. General.** This TOS Agreement constitutes the entire agreement between you and Future Farm and governs your use of the Future Farm web site. This TOS Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The failure of Future Farm to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of this TOS Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS Agreement remain in full force and effect. Any claim arising under the terms of this TOS Agreement must be brought within one (1) year after such claim or cause of action arose or be forever barred.

**18. Violations.** Please report any known or suspected violations of the Terms of Use and Services, including any suspected copyright or trademark violations, to [admin@futurefarmtech.com](mailto:admin@futurefarmtech.com).