∂seed**trakr**

User agreement

As a user of Seedtrakr (the "Service") I (hereafter known as the "User") agree to the following (by checking the corresponding element on the digital platform where I sourced this document).

1. Confidentiality: The User agrees not to disclose information about the Service to any third parties who are in competition with, or may be in future competition with, Rimmer Technology Partners.

2. Warranty: Rimmer Technology Partners disclaims all warranties of Seedtrakr to the fullest extent permitted by law.

3. Limitation of Liability: Under no circumstance shall Rimmer Technology Partners or its affiliates, partners, suppliers, or licensors be liable for any indirect, incidental, consequential, special, or exemplary damages or loss of data arising out of or in connection with your access or use of, or inability to access or use, the application and any third party content and services, whether or not the damages were foreseeable and whether or not the User was advised of the possibility of such damages. Without limiting the generality of the foregoing, Rimmer Technology Partners' aggregate liability to the User (whether under contract, tort, statute, or otherwise) shall not exceed the amount of fifty dollars (\$50.00). The previous limitations will apply even if the above-stated remedy fails of its essential purpose.

4. Rimmer Technology Partners reserves the right to modify, suspend, or discontinue, temporarily or permanently the Service, with or without notice and without liability to the User.

5. The Service is provided in exchange for an annual subscription fee, payable by the User. Rimmer Technology Partners reserves the right to discontinue provision of the Service if the User's account is not kept in good standing. All registered users will be invoiced annually. Annual renewals will be automatically generated, with the User being invoiced 90 days before the expiry of the existing subscription. To ensure uninterrupted Service, the User must ensure renewal payment is made before the expiration of the current subscription period.

6. Restrictions on use: the User agrees to use the Service strictly under the terms of the related agreements and shall not (a) decompile, reverse engineer, disassemble, attempt to derive the

♂seed**trakr**

source code of, or decrypt the application, or allow a third party access in order to do so; (b) make, or cause to be made, any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (c) violate any applicable laws, rules, or regulations in connection with your access or use of the application; (d) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of Rimmer Technology Partners or its affiliates, partners, suppliers, or the licensors of the application; (e) use, or cause to be used, the application for any revenue generating endeavour, commercial enterprise, or other purpose for which it is not designed or intended; (f) use, or cause to be used, the application for any services, product, or software offered by Rimmer Technology Partners.

Your access to and use of the Service is conditional on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service. By accessing or using the Service, you agree to be bound by these Terms. If you disagree with any part of the terms, then you may not access the Service.

If you have any questions about these Terms, please contact us at <u>contact@seedtrakr.com</u> or (204) 827-2297.