

Terms of Use

FOX Agronomy, LLC

Last updated: June 8, 2024.

Introduction

Welcome to the Farmers FOX Platform! The Platform and its Services are owned and operated by FOX Agronomy, LLC, doing business as Farmers FOX (“FOX”). This Terms of Use agreement (“**Terms**”) governs your access to and use of the Farmers FOX Services. The Platform, through its multi-vendor mobile application and website, functions as an online marketplace designed to facilitate the ordering and purchasing of bulk seeds, crop inputs, and other agricultural products. The Farmers FOX Platform connects farmers with local agricultural retailers, offering features such as product browsing, order placement, real-time order tracking, and access to educational content via our blog. It also supports consulting and advertising services.

While FOX is responsible for the operation and maintenance of the platform, payment information is processed and managed by individual retailers or their designated third-party payment processors; therefore, **FOX NEITHER COLLECTS NOR HAS ACCESS TO ANY USER PAYMENT INFORMATION**. By accessing or using the Farmers FOX Platform and its Services, you agree to comply with and be bound by these Terms of Use. If you do not agree with any part of these Terms, you must not use our platform.

Definitions

The following terms have specific meanings in this agreement, applicable in both singular and plural forms:

- A. **“Farmers FOX Platform/Platform”** refers to the multi-vendor mobile application and website, including, without limitation, any related digital services and properties owned or operated by FOX Agronomy, LLC, its subsidiaries, and affiliates. This includes, but is not limited to, the online marketplace, websites, mobile applications (such as Farmers FOX or Farmers FOX Driver), devices, APIs, software-as-a-service, profiles on social media sites, and any other digital services or properties.
- B. **“Services”** refers to all the functionalities, resources, tools, and information provided through the Farmers FOX Platform. This includes, but is not limited to, the facilitation of bulk seed and agricultural input orders, real-time tracking of orders from placement to delivery, automated delivery updates, provision of educational content and resources through the Farmers FOX blog, and the offering of a wholesale bulk seed Buyer-to-Buyer (B2B) order process. They are designed to ensure a seamless, integrated, and efficient user experience, supporting the diverse needs of farmers and local agricultural retailers.

- C. **“We”, “Us”, “Our”** refer to FOX Agronomy LLC, the owner and operator of the Farmers FOX Services. FOX is responsible for maintaining and operating the platform, providing the services described in these Terms of Use, and ensuring compliance with applicable laws and regulations. This includes the multi-vendor mobile application and website that facilitate the ordering and purchasing of bulk seeds, crop inputs, and other agricultural products by connecting farmers with local agriculture retailers.
- D. **“Farmers”** are the end-users of the Farmers FOX app who use the platform to order agricultural inputs such as seeds, fertilizers, and other supplies. They interact with the platform to make purchases, track deliveries, and access information and resources provided by the platform.
- E. **“Retailers”** are businesses that supply agricultural inputs and use the Farmers FOX app to reach farmers and facilitate orders. They are responsible for processing orders and payments, managing inventory, fulfilling deliveries, and handling customer service issues as well as returns or refunds.
- F. **“Third-Party Providers”** are external entities that may be involved in the collection, storage, and processing of user data, as well as offering additional services integrated into the platform. This may include payment processors, analytics companies, advertising networks, and other service providers that support the functionality of the platform.
- G. **“User(s)”** refers to any individual(s) or entity(ies) who accesses or uses the Farmers FOX Services to engage in the online community, access educational material, and interact with other users, including but not limited to Farmers, Retailers, Third-Party Providers, Trucking Companies, Advertisers, and Blog Contributors. This term encompasses both singular and plural forms and applies to second-person pronouns (“You,” “Your”), acknowledging the direct engagement of individuals or entities with the Platform in any manner prescribed under these Terms of Use.
- H. **“General Users”** are a subset of Users who primarily access blog and informational content provided on the Platform. They are expected to adhere to community guidelines promoting respectful and constructive interaction.

General Provisions

These Terms set forth the general terms and conditions that apply to the use of the Platform and its Services by all Users.

- A. **Acceptance of Terms:** By using the Services, Users acknowledge that they have read, understood, and agree to be bound by these Terms. If a User does not agree to these Terms, they must not access or use the Services.
- B. **Modifications to Terms:** FOX may, at its discretion, modify or update these Terms at any time. It is the User's responsibility to check these Terms periodically for changes. Your continued use of the Platform following the posting of any changes constitutes

acceptance of those changes.

- C. **User Eligibility:** The Platform and its Services are intended for use only by individuals who are at least 18 years of age and by companies or other legal entities in good standing under the laws of the jurisdictions in which they are established. By using the Platform, Users represent and warrant that they meet these eligibility requirements. Users may be required to provide proof of their eligibility upon request.
- D. **Compliance with COPPA:** FOX complies with the requirements of the Children's Online Privacy Protection Act (COPPA) and, therefore, restricts individuals under thirteen (13) years of age from registering or providing personal information. If you become aware that your child has provided us with information without your consent, please contact us at admin@FarmersFOX.com and we will delete such information from our files within a reasonable time.
- E. **Registration and Account Security:** To access or use some parts of the Services, You must become a registered User. When registering, You are required to provide true, accurate, and complete registration information. If this information changes, You must promptly update the relevant details. During the registration process, You will create a username and password, granting You access to specific areas not available to non-registered Users. It is Your responsibility to safeguard and maintain the confidentiality of Your account, and You will take reasonable steps to protect the security of Your account and Your password. You bear sole responsibility for any activity occurring under Your account, regardless of whether You have authorized the activity. You agree to immediately notify us at admin@FarmersFOX.com of any security breach or unauthorized use of Your account. You are responsible for making all arrangements necessary for You to have access to the Services and ensuring that all persons who access the Platform through Your internet connection are aware of these Terms and comply with them.
- F. **Incorporation of Additional Policies:** In addition to the Privacy Policy and Cookie Policy, Users are also subject to other policies that govern specific aspects of their interactions with the Farmers FOX Platform. These include, but are not limited to, the Terms of Sale Policy, which outlines the terms and conditions for purchasing products and services through the Platform; the Shipping and Delivery Policy, which details the shipping methods, delivery times, and associated costs; the Returns and Refunds Policy, which specifies the conditions under which returns and refunds are processed; and the Intellectual Property Policy, which addresses the protection and use of intellectual property on the Platform. These policies are incorporated by reference into these Terms of Use and are available on the Platform or upon request. By using the Platform, Users agree to comply with all such policies as part of their agreement with FOX.

Platform Use

This Services Use clause sets forth the terms under which Users, including Retailers, Farmers, and General Users, may access and use the services and resources provided by FOX. By

accessing or using the Platform and its Services, Users agree to comply with these terms and the specific provisions applicable to their user category as outlined below.

A. **General Use Guidelines for All Users:** All Users must use the Services in a lawful manner, respecting all applicable laws and regulations. By creating an account on the Services, Users agree to provide accurate, current, and complete information. Users are prohibited from using the Platform to conduct any form of illegal activity, infringe on the rights of others, or disrupt the Platform's operation and the use of it by others.

B. **Specific Provisions for Retailers:**

1. Account Creation and Management: Retailers are required to create and maintain an account to list products or services. Accurate and current information must be provided during account setup and maintenance.
2. Product Listing Requirements: Products or services listed must comply with all applicable laws and regulations and must be accurately described.
3. Order Processing and Fulfillment: Orders placed by customers through the Services will be forwarded to the applicable Retailer for processing and fulfillment. The Retailer is solely responsible for order confirmation, payment processing, order fulfillment, customer service, and handling any returns or refunds. Any issues related to orders should be directed by the customer to the Retailer.
4. Payment Processing Terms: All payments and any applicable taxes, fees or other charges associated with orders placed on the Services will be processed by the Retailer or its designated third-party payment processor, pursuant to the payment terms and conditions established by the Retailer or payment processor. We do not collect or store any customer payment information. By placing an order, the customer agrees to the payment terms and conditions of the Retailer and its payment processor. Customers should review these terms carefully before placing an order.

C. **Specific Provisions for Farmers:**

1. Account Creation and Management: Farmers are required to create and maintain an account to access products, services, or information.
2. Placing Orders: Farmers can place orders for products or services listed by Retailers through the Services. Orders must be placed in accordance with any instructions provided on the Services.
3. Payment Terms: Farmers are responsible for timely payment for any orders placed, in accordance with the specified payment terms contained in their Terms of Sale agreement.
4. Shipping and Delivery: Farmers must adhere to the shipping and delivery terms specified by Retailers, including any fees associated with delivery.

5. *Refunds and Returns*: Farmers are entitled to refunds or returns in accordance with the Retailer's particular Refund and Return policy, if such requests are made within the policy's specified timeframe.
- D. **Specific Provisions for General Users**: General Users are granted access to the blog and informational content provided on the Services. They are expected to adhere to community guidelines promoting respectful and constructive interaction.

Prohibited Activities

In certain instances, such as for personal reference or offline use, we may allow You to download or print Digital Content. In such cases, You may download or print one copy of the Digital Content for Your personal, non-commercial use only. You acknowledge that downloading or printing Digital Content does not grant You any ownership rights. Except as expressly permitted in these Terms of Use, You agree that You will not, and will not assist or enable others to:

A. Access and Use Restrictions

1. Access any content on the Platform and its Services through any technology or means other than those provided or authorized by the Platform and its Services.
2. Use any automated system, including without limitation, "robots," "spiders," "offline readers," etc., to access the Platform in a manner that sends more request messages to the servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser.
3. Decompile, reverse engineer, or disassemble any portion of the Services.
4. Use network-monitoring software to determine the architecture of or extract usage data from the Services.
5. Copy, distribute, or disclose any part of the Services in any medium, including without limitation by any automated or non-automated "scraping".

B. Security and Integrity

1. Circumvent, disable, or otherwise interfere with security-related features of the Services, including, without limitation, any features that prevent or restrict the use or copying of any content or enforce limitations on the use of the Services or the content therein.
2. Interfere with, impair, overburden, or disable the proper working of the Platform.
3. Use the Platform to violate the security of any computer network, crack passwords, or security encryption codes.
4. Use network-monitoring software to determine the architecture of or extract usage data from the Services.

C. Malicious Activities

1. Use the Platform to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature (collectively, "Viruses").

D. Data and Privacy

1. Collect, harvest, or mine any personally identifiable information from the Platform, including, without limitation, usernames, passwords, email addresses.

E. Misuse and Misrepresentation

1. Impersonate another person or misrepresent Your affiliation with a person or entity, conduct fraud, or use another person's account or login credentials without permission on the Platform and its Services.
2. Engage in or encourage conduct that violates any local, state, or federal law, either civil or criminal.
3. Engage in any conduct that restricts or inhibits any other user from using or enjoying the Services.

F. Commercial Activities

1. Use the Platform for any commercial solicitation purposes.
2. Transmit spam, chain letters, or other unsolicited email.

G. Legal Compliance

1. Violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.

You agree to cooperate fully with FOX to investigate any suspected or actual activity that is in breach of these Terms of Use.

Privacy and Data Protection

We are committed to protecting the privacy and security of all Users of the Platform and its Services. This section outlines our approach to privacy and data protection for Retailers, Farmers, and General Users.

- A. **Privacy Policy Reference:** Users are advised to refer to our comprehensive Privacy Policy, which is incorporated by reference into these Terms of Use. The Privacy Policy details how personal information is collected, used, and protected.
- B. **Data Collection and Use:** The Platform may collect personal information such as name, contact information, and other relevant details necessary for providing our services. This information is used to facilitate transactions, provide support, and enhance user experience. We ensure that data collection and use comply with

applicable data protection laws.

- c. **Cookie Policy Reference:** Our Cookie Policy, which is also incorporated by reference, explains the use of cookies and similar technologies on the Platform. It provides information on how Users can manage their cookie preferences.

By accessing or using the Platform, Users consent to the collection, use, and sharing of their personal information as described in the Privacy Policy and Cookie Policy. Users have the right to access, correct, or delete their personal information at any time by contacting FOX.

Intellectual Property

All intellectual property rights in the Services, including but not limited to software, text, images, graphics, video, and audio, as well as the design, structure, selection, coordination, expression, “look and feel”, and arrangement of such content, are owned by or licensed to FOX. You acknowledge that the Platform and its Services and any underlying technology or software used in connection with the Platform and its Services, contain proprietary and confidential information that is protected by applicable intellectual property and other laws.

You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Platform, in whole or in part, except as explicitly permitted by FOX in writing. Unauthorized use of the Platform may result in the infringement of FOX's or third parties' intellectual property rights, and FOX reserves the right to take legal action, including without limitation, seeking injunctive relief and damages, against any party infringing upon its intellectual property rights.

FOX grants You a non-exclusive, non-transferable, revocable license to access and use the Platform strictly in accordance with these Terms & Conditions. This license does not include any resale or commercial use of the Platform or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Platform or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

All trademarks, service marks, and logos used and displayed on the Platform are registered or unregistered trademarks of FOX or its licensors. Users are not granted any right or license with respect to these trademarks and any use of such trademarks, except as part of the permitted User Content, is strictly prohibited.

Users agree to abide by all copyright and trademark notices, and all other proprietary notices or terms located within or on the Platform. Any unauthorized use of the Platform or its content is a violation of intellectual property laws and could result in civil or criminal penalties.

For details regarding user-generated content and the process for reporting intellectual property infringements, please refer to the **User Content** and **DMCA Notice** sections of these Terms.

User Content

This User Content clause applies to all content, including but not limited to text, images, videos, and audio (collectively, "Content"), that You, the User, contribute to the Platform, whether publicly posted or privately transmitted. You retain all rights in, and are solely responsible for, the Content You post on or through the Platform.

By posting Content on the Services, You grant FOX a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such Content on, through, or by means of the Platform, provided that such use does not violate the rights of the user or third parties, or is inconsistent with the purpose for which the content was submitted. This license granted by Users does not affect Your ownership or license rights in Your Content, subject to the rights granted to FOX and any terms or conditions that may apply to such Content under other agreements.

You represent and warrant that:

- A. You own the Content or have the right to grant the license set forth in this clause,
- B. The posting and use of Your Content on or through the Platform does not violate the privacy rights, publicity rights, copyrights, trademarks, or any other rights of any third party,
- C. The Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, offensive, or otherwise violates any law or right of any third party,
- D. You will not post any Content that includes any computer virus, worm, or other potentially damaging computer program or file.

FOX reserves the right to remove any Content from the Platform at any time, without notice, for any reason whatsoever.

FOX does not endorse any Content submitted to the Platform by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and FOX expressly disclaims all liability in connection with Content.

DMCA Notice

If You believe that any content on the Platform infringes upon Your copyright, You may submit a written notification to our Designated Copyright Agent pursuant to the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA") the written notice (the "DMCA Notice") must include substantially the following:

- A. A signature of the copyright owner or authorized agent;

- B. Identification of the copyrighted work claimed to have been infringed;
- C. Identification of the infringing material and information reasonably sufficient to permit FOX Agronomy, LLC d/b/a Farmers FOX to locate the material on the Services;
- D. Contact information for the notifier, including address, telephone number and email address;
- E. Statement that the notifier has a good faith belief that the material is not authorized by the copyright owner, its agent, or law;
- F. A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

Our Designated Copyright Agent to receive notifications of claimed infringement can be reached at:

Copyright Agent: FOX Agronomy, LLC
ATTN: Copyright Agent
4138 13th Street NW
Garrison, ND 58540
E-Mail: admin@FarmersFOX.com

Please note that under Section 512(f) of the DMCA, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

Counter Notification. If a User believes their content was wrongly removed due to a misidentification of infringement, the User may submit a counter notification to FOX Agronomy, LLC's Designated Copyright Agent ("Counter Notice") which includes:

- A. A signature of the User.
- B. Identification of the material removed and the location on the Platform before removal.
- C. A statement under penalty of perjury that the User has a good faith belief the material was removed due to mistake or misidentification.
- D. The User's name, address, and telephone number.
- E. A statement agreeing to court jurisdiction and consent to accept service of process from the claimant.

If FOX Agronomy, LLC receives a valid Counter Notice, it may reinstate the removed or disabled content within 10 business days.

Limitation of Liability. FOX Agronomy, LLC is protected from liability for copyright infringement based on user content if it:

- A. Has adopted and reasonably implemented a DMCA policy.

- B. Does not have actual knowledge of infringement.
- C. Does not receive financial benefit attributable to the infringing activity.

However, if FOX Agronomy, LLC becomes aware of repeat infringers, it will promptly terminate their access to the Platform. FOX Agronomy, LLC reserves the right to modify or supplement this DMCA policy as necessary to remain in compliance with the law.

Third-Party Links & Content

The Services may include links to external websites or resources for the convenience of Users. However, these links should not be interpreted as our endorsement of the content or services offered by these third-party websites or resources. We do not have any control over the information provided on these websites and are not responsible for any potential damages or losses that may occur from Your use of them. If You choose to access these third-party websites, You do so at Your own risk and are subject to the terms and conditions of the respective websites.

Disclaimers

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND DIGITAL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. FOX AGRONOMY, LLC DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- A. WARRANTIES THAT THE SERVICES WILL MEET YOUR REQUIREMENTS;
- B. WARRANTIES REGARDING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE SERVICES OR DIGITAL CONTENT;
- C. WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE;
- D. WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE SERVICES OR ACCESSED THROUGH THE SERVICES;
- E. WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF RESULTS OBTAINED FROM THE SERVICES;
- F. WARRANTIES THAT YOUR USE OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED; AND
- G. WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FOX DOES NOT WARRANT THAT THE PLATFORM WILL OPERATE ERROR-FREE OR THAT THE PLATFORM OR ITS SERVERS ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE PLATFORM OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, FOX IS NOT RESPONSIBLE FOR THOSE COSTS.

- A. **Specific Disclaimers for Retailers:** Retailers acknowledge that the Services are provided as a venue to connect with Farmers and does not guarantee the quality, safety, legality, or availability of the products or services offered on the Platform or the ability of Farmers to complete a transaction.
- B. **Specific Disclaimers for Farmers:** Farmers acknowledge that the Services do not guarantee the availability, quality, safety, or legality of the products or services offered by Retailers on the Services, nor the ability of Retailers to complete a transaction.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL FOX AGRONOMY, LLC, ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, RETAILERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE SERVICES OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE DIGITAL CONTENT, IS TO STOP USING THE SERVICES.

THIS LIMITATION SHALL ALSO APPLY TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE SERVICES OR ANY LINKS ON THE SERVICES, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE SERVICES OR ANY LINKS ON THE SERVICES. THIS LIMITATION SHALL ALSO APPLY TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD PARTY OR CONDUCT OF A THIRD PARTY ON THE SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF FOX AGRONOMY, LLC, ITS EMPLOYEES, AGENTS, DISTRIBUTION PARTNERS, RETAILERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY FOX AGRONOMY, LLC DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100.

IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

User agrees to indemnify, defend, and hold harmless FOX, its affiliates, officers, directors, employees, agents, and licensors from and against all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with:

- A. Your access to or use of the Platform;
- B. User Content You post, upload, use, distribute, store, or otherwise transmit on or through the Platform;

- C. Any actual or alleged violation or breach by You of these Terms of Use;
- D. Any actual or alleged breach of any representation, warranty, or covenant that You have made to us;
- E. Your violation of any rights of another, including but not limited to intellectual property rights, to the extent permitted by applicable law; or
- F. Your acts or omissions.

Retailers agree to indemnify, defend, and hold harmless FOX, its affiliates, officers, directors, employees, agents, and licensors from and against all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of or related to products or services they offer on or through the Platform, to the extent permitted by applicable law.

Termination

This Termination clause outlines the conditions under which the use of the Services by any User, including Retailers and Farmers, may be terminated and the subsequent effects of such termination.

- A. **Termination by User:** Users may terminate their use of the Platform at any time by notifying FOX in writing. Upon termination, Users must cease all use of the Platform and delete any downloaded materials in their possession.
- B. **Termination by Us:** FOX reserves the right to terminate or suspend a User's access to the Platform and its Services at its sole discretion without notice, for any breach of these Terms of Use. This includes violations of the User Content policy, infringement of intellectual property, or any unlawful activity.
- C. **Consequences of Termination:** Upon termination, the User's right to use the Platform will immediately cease, and any User Content may be removed by FOX. However, we will provide Users with a reasonable opportunity to retrieve their User Content, after which we are not responsible for providing access to, or copies of, any User Content post-termination. Users agree to indemnify, defend, and hold harmless FOX and its affiliates from any claims, damages, losses, liabilities, and expenses arising out of or in connection with the User's use of the Platform prior to termination, to the extent permitted by applicable law.

Notices

The following outlines the procedures and responsibilities related to the provision and receipt of all notices between FOX and the Users:

- A. **Method of Delivery:** All notices, requests, consents, claims, demands, waivers, and other communications (collectively, "**Notices**") under this Agreement must be in

writing and properly addressed to the intended recipient as specified below or to such other address as either party may designate in writing.

B. Delivery Addresses: Notices to FOX shall be sent to the following address:

FOX Agronomy, LLC
d/b/a Farmers FOX
4138 13th Street NW
Garrison, ND 58540
ATTN: Mark Torno
Email: admin@FarmersFOX.com.

Notices to Vendors or Users shall be sent to the address or email associated with their account registration.

C. Methods of Delivery: Notices may be delivered by:

1. Personal delivery;
2. Pre-paid registered or certified mail (return receipt requested);
3. Commercial courier (with written confirmation of delivery); or
4. Email, provided that the sender retains proof of sending the email and does not receive a notification of failed delivery.

D. Receipt: A Notice is effective only if:

1. The recipient receives the Notice; and
2. If the Notice is sent by email, it is deemed received the same day it is sent if sent on a business day during normal business hours of the recipient, and on the next business day if sent after normal business hours or on a non-business day.

E. Updates to Contact Information: It is the responsibility of Vendors and Users to ensure that their contact information on file with the Company is current and accurate. FOX is not responsible for Notices not received due to outdated or incorrect contact information.

F. Electronic Communications: By using the marketplace and providing your contact information, you consent to receive communications from FOX electronically, such as emails, texts, mobile push notices, or notices and messages on the website, mobile app, or through our other Services. FOX will communicate with you by email or by posting notices on the marketplace. You agree that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.

G. Amendments to Notices Clause: FOX reserves the right to modify this Notices clause from time to time. Any changes will be posted on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services,

email notification of changes). Your continued use of the marketplace after such modifications will constitute your acknowledgment of the modified Notices clause and agreement to abide and be bound by the modified clause.

- H. **Legal Effect:** You agree that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.
- I. **Effective Date:** This Notices clause is effective as of **June 8, 2024**.

Governing Law and Dispute Resolution

This Agreement and any disputes arising out of or related to the Agreement, the Platform and its Services, or products provided by or through the Services shall be governed by and construed in accordance with the laws of the State of North Dakota, without giving effect to any principles of conflicts of law.

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, the parties agree to first attempt to resolve the dispute through good faith negotiation. If the dispute cannot be resolved through negotiation within thirty (30) days, the parties agree that the dispute shall be resolved by binding arbitration administered by a single reputable arbitrator chosen by the parties. The arbitration will take place in McLean County, South-Central Judicial District, State of North Dakota, and the language of the arbitration shall be English. The decision of the arbitrator shall be final and binding on the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding the above, FOX Agronomy, LLC reserves the right to seek injunctive relief in any court of competent jurisdiction to enjoin infringement or other misuse of intellectual property rights.

Miscellaneous

This Miscellaneous section shall serve to address various provisions that are not covered elsewhere in the Terms of Use for FOX's platform. The provisions include:

- A. **Entire Agreement:** These Terms of Use, together with the Privacy Policy and Cookie Policy, as published on the Platform or as otherwise made available by FOX, constitute the entire agreement between the User and FOX regarding the use of the Platform. They supersede all prior and contemporaneous agreements, representations, and understandings between the parties.
- B. **Severability:** If any provision of these Terms of Use is held to be invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the remaining provisions of the Terms of Use will continue in full force and effect.

- C. **Waiver:** The failure of FOX to enforce any right or provision of these Terms of Use will not be deemed a waiver of such right or provision unless acknowledged and agreed to by FOX in writing.

Contact

For any questions, complaints, or claims related to the Services, Users can contact FOX through the contact information provided on the Platform. The preferred method of contact is via email at admin@FarmersFOX.com.