

GROWLINK – GENERAL TERMS OF SERVICE

Last Updated: July 25, 2025

These General Terms of Service (the “Agreement”) govern Customer’s access to and use of the products, services, software, and hardware offered by Growlink, Inc. (“Growlink”). By executing an Order Form or otherwise using any Growlink Service, Customer agrees to be legally bound by this Agreement.

1. Definitions

Capitalized terms not otherwise defined herein shall have the meanings set forth in the applicable Appendix or as otherwise provided in this Agreement.

2. Use of Services

2.1 Access Rights

Subject to the terms of this Agreement and the applicable Order Form, Customer and its authorized users shall have a limited, non-exclusive, non-transferable right to access and use the subscribed Growlink Services during the Subscription Term. Customer represents and warrants that all users are at least eighteen (18) years of age.

2.2 Add-Ons

Growlink may offer optional product enhancements (“Add-Ons”) for an additional fee. All Add-Ons are governed by this Agreement.

2.3 Modifications

Growlink reserves the right to update or modify its Services from time to time. Such changes shall not materially reduce the core functionality of the Services during the applicable Subscription Term, except as required by law or with respect to free or beta services.

2.4 Support

Support services, if applicable, shall be provided in accordance with the terms outlined in the applicable Order Form or as otherwise published on Growlink’s website.

2.5 Acceptable Use

Customer shall use the Services in compliance with all applicable laws and Growlink’s Acceptable Use Policy, incorporated herein by reference.

3. Fees and Payment

3.1 Subscription Fees

Fees are specified in the applicable Order Form. Customer shall be responsible for any overages incurred, including but not limited to additional users, sensors, or data consumption in excess of plan limits.

3.2 Renewal and Fee Adjustments

Unless otherwise stated, subscriptions shall renew automatically for successive terms of equal or lesser length. Growlink may adjust its rates upon renewal, provided written notice is given no fewer than sixty (60) days prior to the renewal date.

3.3 Billing and Payment Terms

All fees are due in advance and are non-refundable. Customer shall maintain valid and up-to-date payment information. Growlink may suspend access to Services in the event of non-payment.

4. Term and Termination

4.1 Subscription Term

The initial term shall be set forth in the Order Form. Unless terminated in accordance with Section 4.2, the subscription shall automatically renew.

4.2 Termination by Customer

Customer may terminate the subscription by disabling auto-renew in accordance with Growlink's then-current cancellation procedure. Early termination shall not entitle Customer to any refund.

4.3 Termination for Cause

Either party may terminate this Agreement upon thirty (30) days' written notice for material breach, provided such breach remains uncured at the expiration of such period.

4.4 Suspension Rights

Growlink may suspend access to Services upon notice if Customer fails to comply with the terms of this Agreement, creates a security or legal risk, or fails to timely remit payment.

5. Customer Data

5.1 Ownership

Customer retains all right, title, and interest in and to Customer Data. Growlink shall use such data solely as required to deliver the Services.

5.2 Data Security

Growlink shall implement and maintain reasonable administrative, technical, and physical safeguards to protect Customer Data in accordance with its Privacy Policy and Data Processing Addendum.

6. Intellectual Property

Growlink retains all rights, title, and interest in its Services, technology, content, and related intellectual property. No rights are granted to Customer other than as expressly set forth herein. Customer shall not copy, distribute, reverse engineer, or create derivative works of any Growlink Service or technology.

7. Confidentiality

Each party agrees to maintain the confidentiality of the other party's Confidential Information and to use such information solely in connection with performance under this Agreement.

8. Publicity

Customer grants Growlink the right to use Customer's name and logo in its marketing materials, customer lists, and website, unless Customer submits a written opt-out.

9. Indemnification

Customer shall indemnify, defend, and hold harmless Growlink from any third-party claims arising from Customer's misuse of the Services or breach of this Agreement.

10. Disclaimers and Limitation of Liability

10.1 Disclaimer of Damages

Neither party shall be liable to the other for any indirect, incidental, special, consequential, or punitive damages, even if advised of the possibility thereof.

10.2 Limitation of Liability

Growlink's total liability under this Agreement shall not exceed the total fees paid by Customer to Growlink in the twelve (12) months preceding the event giving rise to the claim.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles, unless otherwise set forth in an applicable Order Form.

12. Miscellaneous

- **12.1 Amendments:** Growlink may revise these Terms at any time. Notice of material changes will be provided by email or in-app notice.
- **12.2 Force Majeure:** Neither party shall be liable for failure to perform due to events beyond its reasonable control.
- **12.3 Entire Agreement:** This Agreement, including any Order Forms and policies referenced herein, constitutes the entire agreement between the parties.
- **12.4 Assignment:** Customer may not assign this Agreement without Growlink's prior written consent.
- **12.5 Survival:** Sections relating to Fees, Confidentiality, Intellectual Property, Data, Indemnification, and Limitation of Liability shall survive expiration or termination.