

# End User License Agreement (EULA)

Effective on August 1, 2020

## Introduction

When you use our Services (as defined below), you agree to all of the terms stipulated in this End User License Agreement (“EULA”). Your use of our Services is also subject to our Privacy Policy, which covers how we collect, use, share, and store your personal data. For more information, please find our Privacy Policy here: <https://www.dol-sensors.com/privacy-policy/>

You agree that by clicking “Accept Terms and Conditions” in the App (as defined below), you (or the company you are representing) are agreeing to enter into a legally binding EULA with dol-sensors A/S. If you do not agree to this EULA, do not click “Accept Terms and Conditions” and do not attempt to access or otherwise use any of our Services.

If you wish to terminate this EULA, you can do so by unclicking the “Accept Terms and Conditions” checkbox. You will no longer have access to or be able to use our Services.

## App and Services

This EULA applies to the Omni Farm app (the “App”) and all of the functionalities offered through the use of the App (“Services”). Some of our Services are free of charge (“Basic Services”), whereas other Services are paid services (“Pro Services”). Please access the App to receive more information on our Services.

This EULA does not apply to the use of any device (hardware and software) connected to or in any other way used in connection with the App (a “Connected Device”).

## Change

We may modify this EULA and our Privacy Policy from time to time. If we make material changes, we will provide you with a notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. We agree that changes cannot be retroactive. If you object to any changes, you may close your account. Your continued use of the App and our Services after we publish or send a notice about our changes to these terms means that you are consenting to the updated terms as of their effective date.

## Your Account

In order to use the App, you simply download the App from the iOS App Store or Google Play Store. All payments, whether a one-time payment or periodical payment, will be handled directly through your account in the IOS App Store or Goggle Play Store. Thus, you will not be asked to create a specific Omni Farm Account. If we choose to change this payment structure and introduce a specific Omni Farm Account, we will let you know.

You agree that you will not share an account with anyone else or anyone outside your organization and that you will follow our rules and any applicable law.

## **Payment**

You agree that you will honour your payment obligations. You understand that there may be fees and taxes that are added to our prices.

If you buy any of our Pro Services, you agree to pay us the applicable fees and taxes and to adhere to any additional terms specific to the Pro Services. Failure to pay these fees will result in the termination of your Pro Services. Also, you agree that:

- Your purchase may be subject to foreign exchange fees or differences in prices based on location (e.g. exchange rates).
- Your service subscription will automatically be renewed each month.
- If your payment method (e.g. credit card) is no longer valid, your service subscription will automatically be set to Basic Service Subscription.
- If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period. To avoid future charges, cancel before the renewal date.
- None of your purchases of Services may be refunded.
- We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase.

## **Notices and Messages**

You agree that we will provide notices and messages to you within the App, as we have no contact information stored on you.

## **Your License**

By entering into this EULA, we grant you a non-exclusive, non-transferable and limited license to use the App on the terms and conditions set out in this EULA (the “License”).

The License gives you the right to download and install the App on one device (mobile phone or tablet), and only for the purpose of using the App to process your own Sensor Data (as defined below). If you wish to use the App beyond such restrictions, you will be invoiced for and shall pay the applicable fees for such expanded use.

## **Sensor Data**

As between you and dol-sensors, you own the data collected by a Connected Device (“Sensor Data”) and you are only granting dol-sensors and our affiliates a non-exclusive right to use, copy, distribute, publish and process your Sensor Data, without any further consent, notice and/or compensation to you or others. These rights end upon termination of your account, unless otherwise stated in this EULA.

You and dol-sensors agree that if Sensor Data includes personal data, it is subject to our Privacy Policy.

## **Service Availability**

We may change, suspend or discontinue any of our Services. We may also modify our prices effective prospectively upon reasonable notice to the extent allowed under applicable law.

We store the collected Sensor Data for 12 months.

### **Intellectual Property Rights**

Dol-sensors reserves all of its intellectual property rights to the App and the Services. Trademarks and logos used in connection with the App and the Services are the trademarks and logos of dol-sensors.

### **No Warranty**

DOL-SENSORS AND ITS AFFILIATES MAKE NO REPRESENTATION OR WARRANTY ABOUT THE SERVICES, INCLUDING ANY REPRESENTATION THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, AND PROVIDE THE SERVICES (INCLUDING CONTENT AND INFORMATION) ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, DOL-SENSORS AND ITS AFFILIATES DISCLAIM ANY IMPLIED OR STATUTORY WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, ACCURACY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **Exclusion of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW (AND UNLESS DOL-SENSORS HAS ENTERED INTO A SEPARATE WRITTEN AGREEMENT THAT OVERRIDES THIS EULA), DOL-SENSORS, INCLUDING ITS AFFILIATES, WILL NOT BE LIABLE IN CONNECTION WITH THIS EULA FOR LOST PROFITS OR LOST BUSINESS OPPORTUNITIES, REPUTATION (E.G., OFFENSIVE OR DEFAMATORY STATEMENTS), LOSS OF DATA (E.G., DOWN TIME OR LOSS, USE OF, OR CHANGES TO, YOUR INFORMATION OR CONTENT) OR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

DOL-SENSORS AND ITS AFFILIATES WILL NOT BE LIABLE TO YOU IN CONNECTION WITH THIS EULA FOR ANY AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE BY YOU TO DOL-SENSORS FOR THE SERVICES DURING THE PAST 12 MONTHS OR (IF YOU HAVE BEEN USING THE APP FOR LESS THAN 12 MONTHS) THE TERM OF WHICH THIS EULA HAS BEEN EFFECTIVE SO FAR.

These limitations of liability do not apply to liability for death or personal injury or for fraud, gross negligence or intentional misconduct, or in cases of negligence where a material obligation has been breached, a material obligation being such which forms a prerequisite to our delivery of Services and on which you may reasonably rely, but only to the extent that the damages were directly caused by the breach and were foreseeable upon conclusion of this EULA and to the extent that they are typical in the context of this EULA.

### **Termination**

Both you and dol-sensors may terminate this EULA at any time. Termination will be effective at the end of the current subscription period (a subscription period will typically one month). On termination, you lose the right to access the App and to use the Services. Please note, however, that following termination, our right to use and disclose Sensor Data collected within the past 12 months shall survive.

### **Governing Law and Dispute Resolution**

In the unlikely event we end up in a legal dispute, you and dol-sensors agree to resolve such dispute in the Danish courts using Danish law.

## General Terms

If a court with authority over this EULA finds any part of it unenforceable, you and we agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and we agree to ask the court to remove that unenforceable part and still enforce the rest of this EULA.

This EULA (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

If we do not act to enforce a breach of this EULA, that does not mean that dol-sensors has waived its right to enforce this EULA. You may not assign or transfer this EULA (or use of Services) to anyone without our consent. However, you agree that dol-sensors may assign this EULA without your consent to its affiliates or a party that buys it. There are no third-party beneficiaries to this EULA.

## Restrictions

You agree that you will not:

- a. Develop, support or use software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape the Services or otherwise copy data from the Services
- b. Override any security feature or bypass or circumvent any access controls or use limits of the Service;
- c. Violate the intellectual property or other rights of dol-sensors, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word “dol-sensors” or our logos in any business name, email, or URL unless approved by dol-sensors;
- d. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- e. Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without dol-sensors consent;
- f. Use bots or other automated methods to access the Services;
- g. Monitor the Services’ availability, performance or functionality for any competitive purpose;
- h. Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Services;
- i. Overlay or otherwise modify the Services or their appearance (such as by inserting elements into the Services or removing, covering, or obscuring an advertisement included on the Services);
- j. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., denial of service attack, viruses, gaming algorithms); and/or
- k. Violate any additional terms concerning a specific Service that are provided when you start using such Service.

## **How To Contact Us**

Our Contact information can be found at: <https://www.dol-sensors.com/contact/>

For general inquiries, you may contact us online. For legal notices or service of process, you may write us at the listed address.