

SMART FERTILIZER (UK) LIMITED

License Terms and Conditions

These are the terms and conditions on which we supply products to you. Please read these terms carefully. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

By signing up or otherwise using any of these Smart Fertilizer services, including all associated features and functionalities, websites and user interfaces, as well as all content and software applications associated with our services (collectively, the “Smart Fertilizer Service” or “Service”), or accessing any ABC that is made available through the Service (the “Content”) you are entering into a binding contract with the Smart Fertilizer entity indicated in Section X.

1. Parties

These Licence Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“User”) and Smart Fertilizer (UK) Limited (“Smart Fertilizer”), concerning your use of our Products.

Smart Fertilizer reserves the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. Smart Fertilizer will alert the User about any changes by updating the “Last updated” date of these Terms of Use, and the User waives any right to receive specific notice of each such change.

2. Interpretation

The definitions and rules of interpretation in this clause apply in this Licence Terms and Conditions.

"Account" means an account enabling a person to access and use the Hosted Services, including both administrator accounts and user accounts;

"Affiliate" means, with respect to any person, any person or business association that: exercises Control over that person, is under the Control of that person, or is under common Control with that person;

“Confidential Information” means any information disclosed by the Disclosing Party to the Receiving Party that is marked confidential, that the Receiving Party knows or reasonably ought to know is confidential, or which is of its nature confidential, including:

- a) any confidential information of any User which comes into the possession or control of the Reseller, or which becomes accessible to the Reseller, in the course of promoting the Products or performing this Agreement;
- b) the terms of this Agreement; and
- c) the fact that the parties have entered into this Agreement,

but excluding any information that:

- a) is or becomes generally available to the public other than as a result of its disclosure by the Receiving Party or its agents, officers and employees in breach of this Agreement or of any other undertaking of confidentiality addressed to the Disclosing Party, except that any compilation of otherwise public information in a form not publicly known will nevertheless be treated as Confidential Information;
- b) was lawfully in the possession of the Receiving Party before the information was disclosed to it by the Disclosing Party;
- c) the parties agree in writing is not confidential or may be disclosed; or
- d) is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party;

“Control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.

“Cooling-Off Period” a period during which the User is able to cancel the subscription.

“Data Protection Laws” means, as applicable to either party and/or to the rights, responsibilities and/or obligations of either party in connection with the Agreement: the GDPR, the Data Protection Act 2018, any laws which implement such laws, and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

“Data Privacy Laws” means the Data Protection Act 2018, the GDPR and any other applicable data protection or data privacy laws or regulations;

“Effective Date” means the date the User accepts the License Terms and Conditions.

“Fertilisation Plan Product” means a product of Smart Fertilizer, which the User can purchase on the software. These products are: Super Impact, Impact, Premium, Exact and Elite. The products differ by the different features they offer. The User receives fertilisation plans from these products, of which detail depends on the number of features used.

“Force Majeure Event” means an unforeseeable and insurmountable act or event affecting the performance by a party of its obligations under this Agreement arising from events beyond its reasonable control, provided in all cases that the party whose performance is affected has taken all

steps which it could reasonably be expected to have taken in order to prevent such act or event occurring or to minimise the effects thereof;

“**GDPR**” means the General Data Protection Regulation 2016/679/EU as implemented, derogated from, supplemented and varied by the laws of a relevant member state of the European Union, or the laws of the United Kingdom (as may be applicable);

“**Hosted Services**” means Smart Fertilizer Software, which will be made available by the Smart Fertilizer to the User as a service via the internet in accordance with this Agreement;

“**Intellectual Property Rights**” means patents, trademarks, rights in respect of logos and get up, trade names, designs, domain names, copyright, database rights, semi-conductor topography rights, utility models, other intellectual or industrial property rights and any rights therein, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world including any such rights which may now or in the future subsist;

“**Licence Terms and Conditions**” means Smart Fertilizer’s legally binding standard licence terms and conditions between the Company and the User, as may be varied from time to time;

“**List Price**” means Smart Fertilizer’s list price for the Products as updated from time to time;

“**Main User**” means the authorised user to oversee the other users and monitor their activity on multi-user accounts.

“**Maintenance Services**” means the general maintenance of the Platform and Hosted Services, and the application of Updates and Upgrades;

“**Mobile App**” means the mobile application known as Smart Fertilizer App that is made available by Smart Fertilizer through [the *Google Play Store* and the *Apple App Store*];

“**Personal Data**” has the meaning given to it in the Data Protection Laws applicable in the United Kingdom;

“**Privacy Policy**” means the terms which set out how Smart Fertilizer will deal with confidential and personal information received from the User via the Website.

“**Products**” means the products (to be delivered by means of the Software), which shall be made available to the Collaborator by Smart Fertilizer (as its sole discretion) for Collaboration Purposes and, whose Use, shall be subject to the Licence Terms and Conditions

“**Smart Fertilizer**” means Smart Fertilizer (UK) Limited, a company registered in England and Wales with company number 10765750 and registered office 63 Walsingham, St Johns Wood Park, London, NW8 6RL, United Kingdom;

“**Software**” means Smart Fertilizer’s fertilizer management platform as it exists from time to time;

“Subscription” means the 12-month long arrangement between the User and Smart Fertilizer, of which price depends on the Fertilisation Plan that the User has subscribed to.

“Subscription Period” means the relevant period of the User’s subscription. Upon purchase of the Fertilisation Plan Product, the User will be able to choose between a monthly and a yearly payment period for the 12-month subscription.

“Support Services” means support in relation to the use of, and the identification and resolution of errors in, the Hosted Services, but shall not include the provision of training services;

“Supported Web Browser” means a web browser on which the software is supported and can operate without limitations;

“Termination” means, in respect of this Agreement, expiry or termination for any reason;

“Trial” a period determined by Smart Fertilizer, during which the User is not liable to pay the Subscription Fees.

“Use” means, in relation to the Software, only the acts of storing, loading and executing the Software in order to produce the functionality of the Software;

“User” means a user of the Software that has been nominated by the Collaborator; and

“User Details” are the details specified on the Order Form that the Collaborator is required to send to Smart Fertilizer, in respect of a prospective User, to enable Smart Fertilizer to grant access to the User through a Registration Credentials.

“VAT” means value added tax or any other tax of a similar nature (including sales tax, use tax, consumption tax and goods and services tax);

“Vultus” means Vultus AB, a company registered in Sweden, with registration number 5590744313 and registered office at Lilla Fiskaregatan 19, 222 22 Lund, Sweden.

A reference to a person refers to the natural and legal person.

3. Term

3.1 This Agreement shall come into force once the License Terms and Conditions have been accepted by the User.

3.2 This Agreement shall be in force indefinitely or until *the agreement has been terminated by either party*, at which this Agreement shall terminate at the end of the relevant Subscription Period.

4. Hosted Services

- 4.1 Smart Fertilizer shall ensure that the Platform will, on the Effective Date, automatically generate an Account for the User and provide to the User login details for that Account.
- 4.2 Smart Fertilizer hereby grants to the User a worldwide, non-exclusive licence to use the Hosted Services by means of a Supported Web Browser during the Term.
- 4.3 The licence granted by Smart Fertilizer to the User under Clause 4.2 is subject to the following limitations:
- (a) the Hosted Services may only be used by the officers, employees, agents and subcontractors of the User;
 - (b) the Hosted Services may only be used by the users (Secondary Users), which will be named by the Main User. The Main User reserves the right to amend, pause or remove Secondary Users from the account.
 - (c) The Main User will be given a link, which they will share with the other Users with access to that account. The other Users will be able to access the software through the link. However, they will only be able to manage their own activity. Only the Main User will be authorised to monitor the activity of all users on the Account.
 - (d) The Main User can amend or remove the other users on the account.
 - (e) Both the Secondary User and the Main User will be able to modify the password and personal data of the Secondary User.
 - (f) The Main User will be authorised to monitor the activity of Secondary Users on the Account.
- 4.4 Unless expressly permitted by this agreement or required by law, the use of the products shall be limited by the following provisions:
- (a) the User shall not sub-license, reproduce, sell or rent its right to access and use of the Products;
 - (b) the User shall not give access to the Products to any unauthorised person;
 - (c) the User shall not use the Products in order to provide services to Third Parties;
 - (d) the User shall not republish or redistribute any content or material obtained from the Products;
 - (e) the User shall not in any way modify any of the Products; and

- 4.5 User is responsible for taking reasonable measures in regard to the Account details, to ensure that the Account is not accessed by any unauthorised person. The User must also ensure that the use of the Products does not in any way damage the Products or have a detrimental effect on the accessibility and/or availability of the Products.
- 4.6 Smart Fertilizer shall take reasonable measures to ensure that the Products are available to the User. However, Smart Fertilizer does not guarantee 100% availability at all times.
- 4.7 Downtime caused by any of the following, shall not be considered as a breach of the Agreement:
- (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of the User's computer systems or networks;
 - (d) any breach by the User of this Agreement; or
 - (e) scheduled maintenance carried out in accordance with this Agreement.
- 4.8 The Products must not be used by the User:
- (a) in any way that is unlawful, illegal, fraudulent or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.9 The User has no right to access and/or modify the software code of the Software or the Mobile App. This provision applies during the term, after termination and will survive the agreement indefinitely.

5. Use of the Software

- 5.1 The User can purchase a subscription to five different Fertilisation Plan Products on the software. Each product will be defined by the number of features it offers and the number of Users which are authorised to access and use the account.
- 5.2 Each Fertilisation Plan Product will be limited to storage available for each Account. The User uses the storage for storing fertilisation plans produced by the software. Once the storage is full, it can be released once by removing the previous Fertilisation Plans, which will be the responsibility of the User.
- 5.3 Once the fertilisation plan is finalised by the User, it will be instantly uploaded to user's account from where the User has the option to download it to their device as a PDF report. Should the User accidentally delete the fertilisation plan from the Software, it will not be retrievable on the Software, but the Users will have an additional copy of fertilisation plan on their device.

- 5.4 The plans which allow multiple Users, will have a Main User. The Main User authorises other Users to access the software and can monitor their actions on the Account. The information regarding other Users on the Account, will be exclusively accessible by the Main User.
- 5.5 The User can upgrade or downgrade their storage plan.
- a) The User will be able to upgrade the storage plan directly on the website. The upgrade will be effective on the day of the upgrade. When upgrading, the User will be asked to pay the difference between the storage plans.
 - b) The User can downgrade the storage plan on the software. The downgrade will be effective on the first day of the next billing period.
 - c) The User is not entitled to a refund once the storage plan is upgraded or downgraded.
- 5.6 Smart Fertilizer may offer trials of the Product for a specified period (“Trial Period”) without payment or at a reduced rate (a “Trial”). Smart Fertilizer retain the right to determine the User’s eligibility for the Trial, and withdraw or modify the Trial at any time without prior notice and with no liability, to the extent permitted under applicable law.

For some Trials, Smart Fertilizer will require the User to provide their payment details to start the Trial. By providing such details the User agrees that Smart Fertilizer may automatically begin charging the User for the Subscription plan on the first day following the end of the Trial. If the User does not wish to be charged, it is the responsibility of the User to cancel the Trial before the end of the Trial Period.

6. Maintenance Services

- 6.1 Smart Fertilizer will provide the standard Maintenance Services to the Products for the benefit of the User.
- 6.2 Smart Fertilizer will give the User reasonable notice, when the Maintenance Services will be predictable and known to influence the User's experience of the use of the Products or Security Updates. Smart Fertilizer will do everything it its power to notify the User of any scheduled Maintenance services.
- 6.3 Smart Fertilizer will give the User a reasonable notice before a scheduled Upgrade of the Software or Mobile App.
- 6.4 Smart Fertilizer shall provide the Maintenance Services with reasonable skill and care.

7. Support Services

- 7.1 Smart Fertilizer will provide the Support Services with reasonable skills and care to the User during the Term.

- 7.2 The User will be able to contact the provider through the helpdesk on the Software. The helpdesk may be used for the queries regarding technology, agriculture, payments, account and other. The User will not use the helpdesk for any other purpose.
- 7.3 Smart Fertilizer will reply to the queries received through the helpdesk within 72 hours of receiving them.

8. User Data

- 8.1 The User grants Smart Fertilizer a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the User Data to the extent reasonably required for the performance of Smart Fertilizer's obligations and the exercise of Smart Fertilizer's rights under this Agreement. The User also grants to Smart Fertilizer the right to sub-license these rights to its hosting, connectivity and telecommunications service Smart Fertilizers and collaborators, subject to any express restrictions elsewhere in this Agreement.
- 8.2 The User represents and warrants that the information supplied to Smart Fertilizer will be:
- (1) true, accurate, complete and up-to-date
 - (2) the data will not infringe any Third-Party Rights
 - (3) the data will not infringe the Intellectual Property Rights
 - (4) the data will not infringe any laws or regulations under applicable law of this agreement and the User's domestic law.
- 8.3 Smart Fertilizer shall back-up the User's data daily and ensure that each such copy is sufficient to enable Smart Fertilizer to restore the Hosted Services to the state they were in at the time the back-up was taken. Such back-up will only be used in exceptional circumstances.
- 8.4 Smart Fertilizer will use your information to send you updates about your order, questionnaires to measure your satisfaction with our service and announcements about new and exciting services that Smart Fertilizer offer.

9. E-Book

- 9.1 The User will receive a unique link to their given email address, once the E-Book has been purchased.
- 9.2 The Link can be accessed by the user only.
- 9.3 The User cannot share the unique link in any way and/or on any platform. Sharing the link will break the Agreement that the User has with Smart Fertilizer.
- 9.4 The User is not allowed to download the E-Book.

10. Courses

- 10.1 The User will receive a unique link to their given email address, once the Online Course has been purchased.
- 10.2 The User will receive the links to the video courses and accompanying presentations in a PDF format.
- 10.3 The Links can be accessed by the User only.
- 10.4 The User cannot share the unique link in any way and/or on any platform. Sharing the link will break this License Agreement that the User has with Smart Fertilizer.

11. VULTUS Subscription

- 11.1 Smart Fertilizer is collaborating with Vultus, a company which offers a comprehensive digital geographical information system, in the form of satellite imagery which can be used through the Smart Fertilizer Software.
- 11.2 As part of the collaboration between Smart Fertilizer and Vultus, Smart Fertilizer will share the data of the Users who have engaged with Vultus' Satellite imagery.
- 11.3 The satellite images will be provided from [insert names of satellites].
- 11.4 The User will get a free sample of the product, depending on their subscription.
- 11.4 Purchase of satellite images.
 - 11.4.1 The User will be able to purchase the subscription to the satellite images on the Smart Fertilizer Software.
 - 11.4.2 The User will purchase the subscription to the satellite images per hectare.
 - 11.4.3 The User can subscribe to the satellite images provided by Vultus for a minimum of three (3) months.
 - 11.4.4 The User can only purchase the satellite images on the Smart Fertilizer Software. The two ways of purchasing the software are as follows:
 - (a) Per fields linked to the Software.
 - (b) Per number of hectares. The system will charge the User the exact number of hectares that the User has chosen.
 - i. To access the satellite images, the User must purchase at minimum the same number of hectares as the size of the User's field that they are using the satellite images of e.g. if the size of the User's field is 5 hectares, the User must purchase at least 5 hectares of images.

11.5 Cancellation Policy

- (a) Once the User has subscribed to the satellite images, the User is able to cancel the subscription to Vultus at any point. The cancellation will be effective at the end of the billing period.
 - (b) When the User terminates the subscription to Smart Fertilizer, the User will no longer have access to the satellite images provided by Vultus.
- 11.6 The User will be able to choose the date from which the satellite images were taken. The earliest date from which the User will be able to access the images, is the date the User starts using the satellite images.
- 11.7 The User will be able to download the satellite images directly to a device (laptop, phone, tablet). The images will be displayed in .png format.

12. Payments

- 12.1 The User shall pay Smart Fertilizer as the subscription to the Products are purchased.
- 12.2 The Subscription for Premium, Exact and Elite the subscription will be yearly. The Subscription Period will be renewed automatically, at which point the User will be charged through his given payment method.
- 12.3 The User has the choice to pay monthly or yearly.
- 12.4 The User can terminate the subscription on the software by selecting 'Cancel Subscription' on the Account.
- 12.5 Should the User buy a License(s) by error, it will be the responsibility of the User to contact us and ask for a refund. The User will also be responsible to cover the all banking and transactional fees relating to the refund.
- 12.6 The User is responsible for all data added to the software that may affect the results. If the Fertilization Plan is incorrect as a result of the data added by the User, Smart Fertilizer will not be responsible, and the User is not entitled to a refund.
- 12.7 Should the payment be rejected, the User's account will be frozen, until that payment has been made.
- 12.8 Smart Fertilizer may change the price for the Products, including recurring subscription fees, or the pre-paid annual subscription (for periods not yet paid) from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Smart Fertilizer products after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the subscription prior to the price change going into effect.

12.9 If the User is paying in a currency other than GBP (Pound Sterling), the User should note that all prices might be subject to conversion rates. The conversion rates will be applied on the day that payment is credited to your account.

13. Intellectual Property Rights

13.1 Nothing within this Agreement will change the ownership of any of the Intellectual Property Rights of either party.

13.2 All Intellectual Property subsisting in the Products are fully owned by Smart Fertilizer and shall remain owned by Smart Fertilizer at all times during the term of this Agreement and beyond the Termination of this Agreement.

14. Confidentiality

14.1 Smart Fertilizer will keep the User's Confidential Information confidential and, except with the prior written consent of Smart Fertilizer, will:

- (a) not use or exploit the Confidential Information in any way except for the purpose of exercising its rights and performing its obligations under this Agreement;
- (b) not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement; and
- (c) apply the same security measures and degree of care to the Confidential Information as Smart Fertilizer applies to its own confidential information (and which will in any event be no less stringent than the measures and care which it is reasonable to expect of a business operating in the same sector in the same circumstances).

14.2 Smart Fertilizer can disclose the Confidential Information to those of its agents, officers, employees and professional advisers who need to know it in connection with this Agreement, provided that it informs each such person of the confidential nature of the Confidential Information before disclosure and it procures that each such person will comply with this clause 11 as if it were the Receiving Party, and it will be liable for the failure of any such person to comply with this clause 13.

14.3 The Receiving Party may disclose Confidential Information:

- (a) to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 0, it takes into account the reasonable requests of the Disclosing Party in relation to the content of that disclosure; and
- (b) (except for any confidential information, programs or data of any User) in the course of a proper due diligence process in furtherance of an actual or proposed disposal of or investment in the Receiving Party's business (or any part of it), to interested parties

subject to obligations of confidentiality with respect to the Confidential Information which are no less onerous than those set out in this clause 13.

14.4 This clause 13 will survive Termination of this Agreement.

15. Data protection

15.1 Smart Fertilizer shall comply with the Data Protection Laws with respect to the processing of the User's Personal Data.

15.2 The User warrants to Smart Fertilizer that it has the legal right to disclose all Personal Data that has been disclosed to Smart Fertilizer in respect of this Agreement.

15.3 Notwithstanding any other provision of this Agreement, Smart Fertilizer may process the User Personal Data if and to the extent that Smart Fertilizer is required to do so by applicable law. In such a case, Smart Fertilizer shall inform the User of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

15.4 All authorised personnel that will process the User Personal Data in relation to this Agreement, has been committed to confidentiality either by another agreement or by a statutory obligation.

15.5 Smart Fertilizer and the User shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the User Personal Data.

15.6 Smart Fertilizer shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the User with the fulfilment of the User's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.

15.7 Smart Fertilizer shall make available to the User all information necessary to demonstrate the compliance of Smart Fertilizer with [its obligations under this Clause 14 and the Data Protection Laws.

15.8 Smart Fertilizer shall, at the choice of the User, delete or return all of the User Personal Data to the User after the provision of services relating to the processing, and shall delete existing copies save to the extent that the applicable law requires storage of the relevant Personal Data.

15.9 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the parties shall use their best endeavours promptly to agree such variations to this Agreement as may be necessary to remedy such non-compliance.

16. Warranties

16.1 Smart Fertilizer Warrants to the User that:

- (1) Smart Fertilizer has the access to all the required expertise, experience and know-how to perform its obligations under this Agreement
- (2) Smart Fertilizer will comply with all the necessary requirements, legal and regulatory applying to Smart Fertilizer and the ability to perform its of obligations.

16.2 Smart Fertilizer warrants to the User that:

- (a) the Products will conform to the specifications set out in this Agreement;
- (b) it will do everything in its power to ensure the Products will be free from viruses, worms, Trojan horses, ransomware, spyware, adware and other malicious software programs];
- (c) the use of products will not breach any law, statute or regulation under applicable law of the Agreement; and
- (d) the use of Products will not infringe the Intellectual Property rights of any third party.

16.3 If Smart Fertilizer reasonably determines, or any third party alleges, that the use of the Hosted Services by the User in accordance with this Agreement infringes any person's Intellectual Property Rights, Smart Fertilizer may at its own cost and expense:

- (a) modify the Hosted Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or
- (b) procure for the User the right to use the Hosted Services in accordance with this Agreement.

16.4 Both parties to this Agreement warrant that they have the legal right and capacity to enter into this Agreement and perform the obligations under this Agreement.

17. Acknowledgements and warranty limitations

17.1 The User acknowledges that the Products might not be wholly free from defects, bugs or errors, due to the complex nature of the software. The User also acknowledges that the Products might not be wholly free from security vulnerabilities. Smart Fertilizer gives no warranty to the contrary.

17.2 The User acknowledges that the Products are made to be compatible with most modern internet browsers. Nevertheless, Smart Fertilizer does not warrant that the Products are fully compatible with all internet browsers.

18. Limitations and exclusions of liability

- 18.1 Nothing in clause 17 will limit or exclude Smart Fertilizer' liability for: death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, any other matter for which it is unlawful to limit or exclude liability (as the case may be).
- 18.2 Smart Fertilizer will not have any liability arising under or in connection with this Agreement for: any loss of profits or revenue, any increased costs, any loss of anticipated savings, any loss, irretrievability or corruption of data, any loss of opportunity, or any indirect or consequential loss.
- 18.3 Subject to clauses 17.1 and 17.2 inclusive, Smart Fertilizer' total liability arising under or in connection with this Agreement will be limited to the amounts paid by the Reseller to Smart Fertilizer in the 12 months preceding the event giving rise to such liability.

19. Force Majeure Event

- 19.1 Neither party shall be deemed to have breached the terms of this Agreement should it fail to fulfil the obligations under this Agreement as a result of Force Majeure Event or consequences following such event.
- 19.2 Should any party to this Agreement become aware of a Force Majeure Event that has or is likely to affect any of their obligations under this Agreement, it should promptly notify the other party and take reasonable steps to mitigate the consequences of such event.

20. Termination

- 20.1 The User may terminate this Agreement at any time on the software by selecting 'Cancel Subscription'. The termination will take effect at the end of the relevant Subscription Period.
- 20.2 The User should notify Smart Fertilizer up to 5 working days before the termination of the subscription.
- 20.3 Should either party commit a material breach of the agreement, the other party may terminate this Agreement immediately.
- 20.4 Either party may terminate this Agreement immediately by notifying the other party of intention to terminate:
- (a) the other party:
- (i) is dissolved;
 - (ii) ceases to conduct all (or substantially all) of its business;
 - (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or

- (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up[(other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under this Agreement)]; or
- 20.5 When the User purchases a Subscription with Smart Fertilizer, the User may change their mind for any reason and receive a full refund of all monies paid within fourteen (14) days of the purchase (“Colling-off Period”) in accordance with the following:
- (a) If the User purchases the Subscription with no Trial, the User authorises Smart Fertilizer to automatically charge him according to his subscription until has been cancelled.
 - (b) The User agrees that the Cooling-Off Period is available for fourteen (14) days after the purchase. Nevertheless, after the Cooling Period runs out the User will not be able to cancel the subscription. Please note that all the bank and other transaction charges will be deducted from the refund.
 - (c) If the User signs up for a Trial, the User agrees that the Cooling-Off Period for the Subscription on Trial ends fourteen (14) days after the User starts the trial. Should the User not cancel the Subscription before the Trial ends, the User will lose the right to withdraw from the Subscription and authorises Smart Fertilizer to automatically charge the User for the Subscription Period.

21. Effects of termination

- 21.1 Once the termination comes into effect, all the provision will cease to have effect, unless specified otherwise in this Agreement.
- 21.2 Except to the extent that this Agreement expressly provides otherwise, the termination of this Agreement shall not affect the accrued rights of either party.

22. General

- 22.1 Termination of this Agreement will not affect the continuing subsistence of any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of such Termination.

- 22.2 Any provision of this Agreement that expressly, by implication or by its nature is intended to come into or continue in force on or after Termination of this Agreement will remain in full force and effect following Termination of this Agreement.
- 22.3 This Agreement contains the whole agreement between the parties, and supersedes all prior agreements, arrangements and understandings between the parties, relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) (each, a “Representation”) other than as expressly set out in this Agreement. Each party agrees that the only rights and remedies available to it arising out of or in connection with a Representation will be for breach of this Agreement. Nothing in this clause 0 will limit or exclude any liability for fraud.
- 22.4 No provision of this Agreement will confer any rights on, or be capable of being enforced by, any person who is not a party to it, but this Agreement will be binding on the parties’ successors and assignees.
- 22.5 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.
- 22.6 If any provision of this Agreement is held to be invalid or unenforceable for any reason, that provision will, if possible, be adjusted rather than voided, in order to achieve a result which corresponds to the fullest possible extent to the intention of the parties. The nullity or adjustment of any provision of this Agreement will not affect the validity and enforceability of any other provision of this Agreement.
- 22.7 If this Agreement is translated into a language other than English, only this English language version of this Agreement will have legal effect unless and solely to the extent that Local Regulations require otherwise, in which case any discrepancy or ambiguity arising between different language versions will be resolved in favour of this English language version.
- 22.8 The failure of a party to enforce a provision of this Agreement or any rights with respect thereto (or any delay in so doing) will not be a waiver of that provision or right, or in any way affect the validity of this Agreement. A waiver of any claim for a breach of this Agreement will not operate to waive any claims in respect of any other breach.
- 22.9 This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 22.10 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter (including non-contractual disputes or claims).

23. Credit

23.1 This document was created by adapting a template from SEQ Legal (<https://seqlegal.com>).