

End-User License Agreement

AFS AGRO FLOW SYSTEM GmbH with registered office in Berlin, Germany

This End-User License Agreement (“Agreement” or “EULA”) provides the terms offered by AFS AGRO FLOW SYSTEM GmbH for your agreement to upload data from the Device to AFS AGRO FLOW SYSTEM’s servers. Your access to data on AFS AGRO FLOW SYSTEM’s servers is explained in Website Terms of Service and Privacy Policy. “You” means the person or organization signing this Agreement (used as for the Buyer of Device and for the Lessee).

1. Software and Intellectual Property

1.1. The Device runs Software owned by AFS AGRO FLOW SYSTEM and licensed to you during the use of Device. AFS AGRO FLOW SYSTEM may update the Software during the use of Device, and this license shall cover any updates. You are granted a limited non-exclusive license to use the Software on a single Device during the use of Device. You may not distribute, copy, or make the Software available over a network where it could be used by multiple Devices at the same time. This License does not grant you any rights to use AFS AGRO FLOW SYSTEM proprietary interfaces and other intellectual property in the design, development, manufacture, licensing or distribution of third-party Devices and accessories, or third-party Software applications. You may not, and you agree not to enable others to copy, decompile, reverse engineer, disassemble and attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or any services provided by the Software. You may not lease, lend, sell, or sublicense the Software. The obligations of this paragraph shall continue after the termination of this Agreement or after the use of Device ends.

1.2. Your license to use the Software on the Device ends when the Software payment is stopped and the Device is discontinued.

1.3. All images, patents, trademarks, service marks, logos, icons, and other intellectual property (“Intellectual Property”) displayed on or contained in the Device or AFS AGRO FLOW SYSTEM Website are the exclusive property of AFS AGRO FLOW SYSTEM and may not be used without AFS AGRO FLOW SYSTEM’s prior written consent. The obligations of this paragraph shall continue after termination or termination of all Agreements, which you have concluded with AFS AGRO FLOW SYSTEM.

1.4. You are not granted with the ownership of the Software by AFS AGRO FLOW SYSTEM. You are provided with access and registration only in your Personal AFS Account located on the AFS AGRO FLOW SYSTEM Website at the following link: <https://account.agroflowsystem.com>.

1.5. The Administrator is given one Administrative Account with the authority specified on the AFS AGRO FLOW SYSTEM's Website by the link: [AdministrativeAccount.pdf](#).

2. Data Upload and Subscription

2.1. The Device collects Data when properly installed and uploads this Data to AFS AGRO FLOW SYSTEM’s servers. During the use of Software and Device, you consent to allow AFS AGRO FLOW SYSTEM to receive and store your Data on the AFS AGRO FLOW SYSTEM servers and clean your Data by removing perceived errors and omissions. You may not direct your Device to transmit Data to any other location other than AFS AGRO FLOW SYSTEM. Your ability to access, share, and delete Data is explained in Personal AFS Account.

2.2. Your Device requires an active AFS AGRO FLOW SYSTEM subscriber account in order to access Data uploaded by your Device to AFS AGRO FLOW SYSTEM’s servers. AFS AGRO FLOW SYSTEM subscriber account may be created at AFS AGRO FLOW SYSTEM’s Website and must be maintained throughout the period, which is defined in clause 1.2. of this Agreement, in order for you to access Data uploaded by the Device.

2.3. Access to Software in this Agreement means access to the Personal AFS Account located on the Website of AFS AGRO FLOW SYSTEM at the following link: <https://account.agroflowsystem.com>.

2.4 When creating an account, AFS AGRO FLOW SYSTEM creates certain unique identifiers to enable AFS AGRO FLOW SYSTEM to record your Device's Data and associate such information with your Personal AFS Account. These unique identifiers are associated with your Personal Information, such as name, address and phone number. Personal Information is defined in AFS AGRO FLOW SYSTEM's Privacy Policy, which also explains AFS AGRO FLOW SYSTEM's promise to protect your Personal Information.

2.5. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, AFS AGRO FLOW SYSTEM has established appropriate physical, electronic, and managerial procedures to safeguard and secure the Data collected from your Device. AFS AGRO FLOW SYSTEM will notify you by email if AFS AGRO FLOW SYSTEM has reason to believe that your Data was unlawfully accessed by a third party.

2.6. AFS AGRO FLOW SYSTEM recommends that you should make back-up copies of your data from your Personal AFS Account. AFS AGRO FLOW SYSTEM is not responsible for the safety of your data.

3. Responsibility

3.1. You should always verify the information provided by the Device before making in-field or farming decisions. The Device and Software are provided "as is" and there are no warranties, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose. AFS AGRO FLOW SYSTEM does not warrant that the results obtained from the use of the Device will be accurate or reliable, or that the quality of the Device will meet your expectations.

3.2. **Breach by You.** Upon any breach of this Agreement by you, AFS AGRO FLOW SYSTEM may terminate your use of the AFS AGRO FLOW SYSTEM Web Services, your Personal AFS Account, and access to AFS AGRO FLOW SYSTEM servers (without refund of any Subscription Fee) and AFS AGRO FLOW SYSTEM may obtain damages caused by your breach. Your breach shall further constitute a permanent non-exclusive license of your Data to AFS AGRO FLOW SYSTEM for any use AFS AGRO FLOW SYSTEM determines is appropriate. AFS AGRO FLOW SYSTEM shall be entitled to any attorneys' fees incurred enforcing this Agreement. AFS AGRO FLOW SYSTEM may also seek injunctive relief to prevent you from misappropriating the Software, Web Services, Intellectual Property, or other aspects of the Device.

3.3. **Breach by AFS AGRO FLOW SYSTEM.** In the event of any breach of this Agreement by AFS AGRO FLOW SYSTEM, you shall provide AFS AGRO FLOW SYSTEM with written notice of the breach. AFS AGRO FLOW SYSTEM shall have thirty (30) days to cure the breach. In the event AFS AGRO FLOW SYSTEM fails to cure the breach, this Agreement shall terminate and refund you the remainder of your Subscription Fee for the Term. In any event, AFS AGRO FLOW SYSTEM shall not be liable for indirect or consequential damages, and your recovery shall be limited to a refund of the payments, that you already paid for using of the Software.

3.4. You agree to indemnify, defend, and hold harmless AFS AGRO FLOW SYSTEM, including its employees, agents, officers, developers, and licensors, from any damages, costs, claims, injuries, and liabilities (including attorneys' fees) arising from your use of the Device outside of the scope of this Agreement.

3.5. Without prejudice to any other rights, the Author of this Software may terminate this EULA if you fail to comply with the terms and conditions of this EULA.

4. Payment

4.1. The cost of access to the Personal AFS Account is set on the Website of AFS AGRO FLOW SYSTEM: <https://agroflowsystem.com/>.

5. Termination

5.1. Upon termination of the license agreement after 1 year of Device operation, you are obligated to notify (in a written form to the e-mail of AFS AGRO FLOW SYSTEM: license@agroflowsystem.com) 30 days before the expiry date of the license agreement in accordance with EULA.

5.2. If the Personal AFS Account license has not been prolonged and you have notified AFS AGRO FLOW SYSTEM, you cannot use the account full functionality after the end of the EULA. You can only view the data that was collected within the license period. You are given 2 months to upload the data after the license period ends. After that data is deleted automatically.

5.3. If you have not warned AFS AGRO FLOW SYSTEM about the termination of the license agreement, the agreement shall be deemed to continue for the next year. The contract is paid at the rates indicated on the Website of AFS AGRO FLOW SYSTEM at the time of the automatic rollover.

5.4. In case of early termination of the license contract, you are obliged to pay AFS AGRO FLOW SYSTEM the cost of using the Personal AFS Account during the period of the agreement.

5.5. When renewing the lease agreement, you should agree with the actual terms of the agreement that are in effect at the time of the extension of the lease.

6. Disputes

6.1. All disputes that may arise out of or in connection with agreements concluded on these terms and further agreements arising from such agreements must be submitted exclusively to the competent court at the location of the AFS AGRO FLOW SYSTEM, for example, with the aim of obtaining preliminary injunctions. However, AFS AGRO FLOW SYSTEM has the right in all cases to apply to the competent court at the place of your residence or to the competent court in another place.

7. Applicable legal jurisdiction

7.1. All agreements concluded subject to these conditions and all further agreements that arise from such agreements are governed by German law.

8. Privacy and processing of Personal Data

8.1. AFS AGRO FLOW SYSTEM processes personal data in accordance with its policy as described in its privacy statement.

8.2. The parties confirm that they comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and the repeal of Directive 95/46 / EU.

9. Additional Terms

9.1. Modifications. Usage of Data is rapidly evolving. AFS AGRO FLOW SYSTEM may update this Agreement during the Term to reflect changes in (a) the law, (b) the Device's functionality, (c) data sharing options through the AFS AGRO FLOW SYSTEM Website, or (d) AFS AGRO FLOW SYSTEM's agreements with other technology providers. No change in this Agreement shall occur without your continued consent.

9.2. Complete Agreement. If any provision of this Agreement is determined to be unenforceable, the remainder of this Agreement shall remain in effect. This Agreement shall be interpreted as drafted by both parties. Any failure by AFS AGRO FLOW SYSTEM to enforce any provision shall not be a waiver of such provision. This Agreement is the complete agreement and understanding between the parties. This Agreement may not be modified or amended except pursuant to a writing executed by both parties.

9.3. If you need to contact AFS AGRO FLOW SYSTEM for any purpose regarding this Agreement, please email: info@agroflowsystem.com

9.4. You accept these conditions by the simple act of submitting an order on the Website of AFS AGRO FLOW SYSTEM: <https://agroflowsystem.com/>.