

# Terms of Use for VAS Website

## Our Mission

At VAS, our mission is to help you create a more valuable enterprise. We are committed to working with you to help you achieve your goals. Simply put, our business is helping you improve yours. We do this—in part—by helping you create value from the data you provide us through our software and services.

VAS understands how important your privacy and data are to you. And we strive to protect the privacy of your data and the information that VAS and you share. We take your privacy and data ownership seriously.

Our commitment to protecting data and privacy includes our expectations for you and others when using our website.

Our website is provided as a place for us to start a conversation about how VAS can help: it is a place where you can learn about how we can help you improve your enterprise and where we can share with you the amazing innovations and services we are creating to help you grow and thrive.

But to make sure our website can serve that function, VAS requires the following Terms of Use to protect itself and all website users from harmful, offensive, or exploitative activity.

These Terms of Use are part of our ongoing commitment to transparency, data ownership, and privacy. It lays out terms and conditions to help you understand the details of your and VAS's rights and obligations. It covers the following:

- Incorporating new and more robust privacy policy to protect data and privacy
- Protecting VAS's website, software, and system
- Standards of behavior to protect all website users
- Contact information
- Relationship between these Terms of Use and end-user agreements

## Terms of Use

1. Introduction - These Terms of Use govern your use of our website; by using our website, you accept these Terms of Use in full. If you disagree with any part of it, do not use our website.
2. Ownership of Website – This website is owned and controlled by Valley Agricultural Software, Inc., or VAS, a California corporation.
3. Intellectual-Property Rights - Unless otherwise stated, we or our licensors own the intellectual-property rights in this website and material on this website. Subject to the license below, all our intellectual-property rights are reserved.

4. License to Use Website - You may view, download for caching purposes only, and print pages from the website, provided that:
  - 4.1. You must not republish material from this website (including republication on another website), or reproduce or store material from this website in any public or private electronic retrieval system; and
  - 4.2. You must not reproduce duplicate, copy, sell, resell, visit, share, or otherwise exploit our website or material on our website for any commercial purpose, without our express written consent.
5. Limitations of Liability - The information on this website is provided free-of-charge, and you acknowledge that it would be unreasonable to hold us liable in respect of this website and the information on this website.
  - 5.1. Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we not commit to ensuring that the website remains available or that the material on this website is kept up-to-date.
  - 5.2. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose, and the use of reasonable care and skill).
  - 5.3. Our liability is limited and excluded to the maximum extent permitted under applicable law. We will not be liable for any direct, indirect, or consequential loss or damage arising under this disclaimer or in connection with our website, whether arising in tort, contract, or otherwise - including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue, or anticipated savings.
  - 5.4. You release VAS and its current and former officers, directors, employees, parents, subsidiaries, and other affiliated persons and entities from all claims even if they are undisclosed or unknown arising out of your use of this website. You also waive any legal protections limiting general releases with respect to this release, including California Civil Code § 1542 which states "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."
  - 5.5. Nothing in this disclaimer will exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.
6. Restrictions on Use – You must use this website under the following restrictions:
  - 6.1. You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.

- 6.2. You must not use our website in any way which is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- 6.3. You must not use our website for any purposes related to marketing without our express written consent.
- 6.4. You must not use our website to copy, publish, or send mass mailings or spam.
- 6.5. You must not use our website to copy, publish, or send material that is illegal or unlawful, or material which could give rise to legal action under English and other applicable law. All material you copy, publish, or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory, or inflammatory; nor can any material infringe any person's intellectual-property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; further, any material must not be misleading, deceptive, pornographic, threatening, abusive, harassing, or menacing.
- 6.6. We reserve the right to edit or remove any material posted upon our website.
- 6.7. We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or canceling your account, restricting your access to our website, or commencing legal proceedings against you.
- 6.8. In respect of all material that you post on our website, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-license these rights.
- 6.9. You cannot use any data scraping or data mining on the website or any other technique or method of taking data of any kind from the website, including web scraping, web harvesting, or web-data extraction.
7. Privacy – VAS maintains a VAS Privacy Policy that it publishes on this website. It is incorporated into these Terms of Use by reference. The VAS Privacy Policy is updated from time to time, please check this website for changes: <http://web.vas.com/privacy>
8. Third party websites - This website contains links to other websites. We are not responsible for the content of third party websites.
9. Variation - We may revise these Terms of Use from time-to-time. Please check this page regularly to ensure you are familiar with the current version.
10. Entire agreement - These Terms of Use constitutes the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website. But if you have entered into an End User License Agreement (“EULA”) or End User Subscription Agreement (“EUSA”) with VAS that conflicts with these Terms of Use, then that EULA or EUSA governs with respect to the conflict.

11. Severability – If a court or arbitrator of competent jurisdiction should find any of the provisions of these Terms of Use to be invalid or unenforceable, those provisions will be severable from the remainder of these Terms of Use and will not cause the invalidity or unenforceability of the remainder of these Terms of Use.
12. Law and Jurisdiction - These Terms of Use will be governed by and construed in accordance with the law of California, without regard to conflict-of-law principles. Any disputes relating to these Terms of Use will be subject to the exclusive jurisdiction of the state and federal courts of California.
13. Our Contact Details - You can contact us by email through our “Contact” page on our website: <http://web.vas.com/contact>