

Terms of Use

Last Updated: [28th May 2024]

These Terms of Use ("Terms") govern your access to and use of the Agriscan mobile application ("App") provided by Agriscan Solutions ("we," "our," or "us").

1. Acceptance of Terms

By accessing or using the App, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use the App.

2. License

2.1. Grant of License: Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, and revocable license to use the App for your personal and non-commercial purposes.

2.2. Restrictions: You agree not to:

(a) Use the App for any illegal purpose or in violation of any applicable laws; (b) Modify, adapt, translate, reverse engineer, decompile, or disassemble the App; (c) Reproduce, duplicate, copy, sell, resell, or exploit any portion of the App without our express written permission; (d) Remove any copyright, trademark, or other proprietary rights notices from the App; (e) Use the App in any manner that could damage, disable, overburden, or impair the functionality of the App; or (f) Interfere with or disrupt the servers or networks connected to the App, or disobey any requirements, procedures, policies, or regulations of networks connected to the App.

3. Privacy

3.1. Privacy Policy: Your use of the App is also subject to our Privacy Policy, which explains how we collect, use, and disclose your information. By using the App, you consent to the terms of our Privacy Policy.

4. Intellectual Property

4.1. Ownership: The App and its content, features, and functionality are owned by us and are protected by intellectual property laws. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products, or services obtained from or through the App.

5. User Content

5.1. User Contributions: The App may allow you to submit, post, or display content, including but not limited to text, images, and audio ("User Content"). By providing User Content, you grant us a non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use,

reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content throughout the world in any media.

5.2. Responsibility for User Content: You are solely responsible for your User Content and the consequences of posting or publishing it. By providing User Content, you represent and warrant that you own or have the necessary rights, licenses, consents, and permissions to use and authorize us to use such User Content as contemplated by these Terms.

6. Disclaimer

6.1. No Warranty: The App is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. We do not warrant that the App will be error-free or uninterrupted, or that defects will be corrected.

7. Limitation of Liability

7.1. Limitation of Liability: To the fullest extent permitted by law, we shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the App; (b) any conduct or content of any third party on the App; or (c) unauthorized access, use, or alteration of your transmissions or content.

8. Indemnification

8.1. Indemnification: You agree to indemnify, defend, and hold harmless Agriscan Solutions and its officers, directors, employees, agents, successors, and assigns from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to (a) your use of the App; (b) your violation of these Terms; or (c) your violation of any rights of any other person or entity.

9. Governing Law and Dispute Resolution

9.1. Governing Law: These Terms shall be governed by and construed in accordance with the laws of [Jurisdiction], without regard to its conflict of law principles.

9.2. Dispute Resolution: Any dispute arising out of or relating to these Terms or the App shall be resolved exclusively by arbitration administered by [Arbitration Institution] in accordance with its Commercial Arbitration Rules.

10. Changes to Terms

10.1. Changes: We reserve the right to modify or revise these Terms at any time in our sole discretion. By continuing to access or use the App after any revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, please stop using the App.

11. Contact Us

11.1. **Contact:** If you have any questions about these Terms, please contact us at [naarocom@gmail.com].