

TERMS OF SERVICE

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SOIL CONNECT IS NOT A DIRT BROKERING SERVICE. THE FEES CHARGED AND PAID FOR SOIL ARE SET BY THE END USERS UTILIZING THE SERVICE. SOIL CONNECT DOES NOT CHARGE ANY FEES OR RECEIVE ANY COMMISSIONS ON THE SOIL TRANSACTIONS ENGAGED IN BY THE END USERS UTILIZING THE SERVICE.

By accessing or using the Soil Connect application (“Application”) or any service (together with the Application, the “Service”) made available by Soil Connect, Inc. (“Soil Connect” “we” or “us”), however downloaded or accessed by you (“End User” “you” or “your”), you agree to be bound by these terms of use (“Terms”).

THESE TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. BY ACCESSING, DOWNLOADING OR USING THE SERVICE, YOU ACKNOWLEDGE AND REPRESENT THAT:

- A. YOU ARE EITHER MORE THAN EIGHTEEN (18) YEARS OF AGE, OR AN EMANCIPATED MINOR, OR POSSESS LEGAL PARENTAL OR GUARDIAN CONSENT, AND
- B. THAT YOU HAVE READ, UNDERSTAND AND ARE FULLY ABLE AND COMPETENT TO ACCEPT THESE TERMS AND CONDITIONS AND AGREE TO BE LEGALLY BOUND BY THEM.

IF YOU ARE UNDER THE AGE OF THIRTEEN (13) OR DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL OR USE THE APPLICATION AND DELETE IT FROM YOUR MOBILE DEVICE.

The terms and conditions below limit our liability and obligations to you and allow us to change, suspend or terminate your access to and use of the Service at any time in our sole discretion. It is End User’s responsibility to read the following terms and conditions:

LICENSE

The Service allows you to post, link, store, share and otherwise make available certain information, messages, communications, text, graphics, images, audio, video, or other material (“Content”). You are responsible for the content that you post to the Service, including its legality, reliability, and appropriateness.

You retain ownership rights in your Content. However, you hereby grant us a nonexclusive, worldwide, royalty-free, sublicensable and transferable license to use, reproduce, modify, adapt,

publish, create derivative works from, distribute, perform and display your Content in connection with the Service.

The Service contains content owned or licensed by Soil Connect (“Soil Connect Content”). Soil Connect Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Soil Connect, Soil Connect owns and retains all rights in the Soil Connect Content and the Service. End User will not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights or notices incorporated in or accompanying the Soil Connect Content. Also, you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Soil Connect Content.

With this Agreement, we grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use the Service only for its intended use. We may terminate this license at any time for any reason whatsoever.

ACCOUNTS

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. End User’s failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account.

You understand that you are entirely responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. Soil Connect will not be liable for any loss that you incur as a result of someone else using your account or your password.

You may not use as a username or nickname the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, a name that is otherwise offensive, vulgar or obscene, or a name that deceives or otherwise misleads others to believe you are someone that you are not.

PROHIBITED CONTENT

We reserve the right to monitor any and all communication through the Service. By using the Service, you understand and agree that the following behavior is strictly prohibited and/or illegal and is not permitted at any time while using the Service:

- Using vulgar, offensive or obscene language.
- Sending or requesting sexually explicit images or other offensive content.
- Discussing or organizing illegal activity, such as how to obtain drugs or construct bombs.

- Harassing, threatening, or embarrassing another user.
- Infringing on another's intellectual property, including, but not limited to, any copyright, trademark, rights of publicity, or other proprietary rights.
- Impersonating or attempting to represent any employee of Soil Connect or Soil Connect itself.
- Gambling activities, or the payment or acceptance of payments relating to gambling activities.
- Solicitation or provision of advice as to taxes, the value of securities, or the advisability of investing in, purchasing, or selling securities or any other negotiable instruments.
- Exploitation of a minor (anyone under the age of 18).
- Using racially, religious or sexually offensive language.
- Transmitting any virus, worm, Trojan Horse, or other harmful or disruptive component.
- Engaging in any other conduct that would be considered a criminal offense, give rise to civil liability, or violate any law or regulation.
- Invading the privacy of any other person.

You understand that if you cause or participate in any of the above-mentioned activities while using the Service, your account will be terminated and your actions may be reported to the proper authorities.

AVAILABILITY, ERRORS AND INACCURACIES

Soil Connect constantly updates our offerings of products and services on the Service. The products or services available on our Service may be described inaccurately, or unavailable, and Soil Connect may experience delays in updating information on the Service and in its advertising on other web sites.

Soil Connect cannot and does not guarantee the accuracy or completeness of any information, including availability and services. While we strive to ensure that the Service works as intended, Soil Connect cannot and will not guarantee that its Services will work as intended and that messages will be sent and received as scheduled. Soil Connect expressly disclaims any and all liability as a result of delayed, lost, or unsent messages or errors associated to the content or Services. Soil Connect reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

You understand that it is your responsibility to update the Application as new versions are released and that your failure to download a new version of the Application may prevent you from enjoying the most recent content and features. Soil Connect shall not bear any responsibility or liability for your failure to update the Application.

The Service depends on various factors such as software, hardware and communications networks, and other factors outside of its control. You understand that Soil Connect does not guarantee that the Service will be uninterrupted or that it will be timely, secure and error-free.

PRIVACY

Use of the Service is subject to the terms of our Privacy Policy found at www.soilconnect.com, which is hereby incorporated into and made part of these Terms. Please carefully review Soil Connect's Privacy Policy. By using or accessing the Service, you agree to be bound by the terms of Soil Connect's Privacy Policy.

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The Service may contain links to or other content related to third-party web sites or services that are not owned or controlled by Soil Connect.

Soil Connect has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. Soil Connect is not responsible for the availability or content of such third-party links, web sites, products or services. You further acknowledge and agree that Soil Connect shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

COPYRIGHT COMPLAINTS

Soil Connect respects the intellectual property of others. If you are a trademark or copyright owner and you believe that your rights have been violated in any way, please notify us of your claim of infringement by sending the following written information to our designated copyright agent:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- A statement that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Soil Connect's copyright agent for notice of claims of copyright infringement can be reached at:

Cliff Fetner
998C Old Country Road
PMB #323
Plainview, NY 11803
info@SoilConnect.com

TERMINATION

Soil Connect may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever or for no reason at all, including, without limitation, if you breach the Terms.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

COMPLIANCE WITH LAWS

Soil Connect makes no claim or representation that the Service is permitted, or lawful for use outside the United States. If you access or use the Service from a location outside the United States, you do so at your own risk and are responsible for compliance with the laws of the jurisdiction where you reside. You represent and warrant that (i) you are not located in a country that is subject to a United States Government embargo, or that has been designated by the United States Government as a "terrorist supporting" country; and (ii) you are not listed on any United States Government list of prohibited or restricted parties.

You agree that you will not use the Service for any prohibited purpose. It is your sole responsibility to ensure that your use of the Service complies with all laws, rules and regulations applicable to you.

In addition, you acknowledge that to use the Service, (i) the Content must be yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and

(ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless Soil Connect, its licensees and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), arising out of: (i) your use and access of the Service, by you or any person using your account and password; (ii) a violation or breach of these Terms or any other agreement that governs your use of the Service; (iii) a violation of any of your representations or warranties in these Terms, (iv) a violation of any law or the rights of any third party, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right; or (v) any user Content, third party content, third party sites and any other content which you posted or uploaded on the Service.

DISCLAIMER OF WARRANTIES

THE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER SOIL CONNECT NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, EMPLOYEES, MANAGERS, OFFICERS, OR AGENTS (COLLECTIVELY, THE “SOIL CONNECT PARTIES”) MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICE; (B) SOIL CONNECT CONTENT; (C) CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO SOIL CONNECT OR VIA THE SERVICE. IN ADDITION, THE SOIL CONNECT PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND FREEDOM FROM COMPUTER VIRUS.

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UNDER NO CIRCUMSTANCES WILL THE SOIL CONNECT PARTIES BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (A) THE SERVICE; (B) SOIL CONNECT CONTENT; (C) CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICE; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE SOIL CONNECT PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PARTY'S USE OF THE SERVICE; (F) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICE'S OPERATION; OR (H) ANY DAMAGE TO ANY USER'S COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. FURTHER, THE SOIL CONNECT PARTIES SHALL NOT BE LIABLE FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE SOIL CONNECT PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE). IN NO EVENT WILL THE SOIL CONNECT PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL THE SOIL CONNECT PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00).

BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

THE SOIL CONNECT PARTIES ARE NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE THE SOIL CONNECT PARTIES FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

TIME LIMITATION ON CLAIMS

You agree that any claim you may have arising out of or related to your relationship with Soil Connect must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

GOVERNING LAW

You expressly agree that these Terms and any dispute arising out of these Terms or use of the Service shall be governed, construed, and enforced in accordance with the laws of New York, United States, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). You further agree and consent to the exclusive personal and subject matter jurisdiction and venue of the state and federal courts located in Suffolk, New York, for the resolution of any such dispute and you agree and submit to personal jurisdiction in such courts. In addition, you forever waive any argument or defense based on personal jurisdiction, venue, or forum non conveniens.

CLASS ACTION WAIVER

IN ANY DISPUTE, NEITHER YOU NOR ANY OTHER PERSON SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS AS A REPRESENTATIVE OF A CLASS OR IN A

PRIVATE ATTORNEY GENERAL CAPACITY. YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY SUCH CLAIM.

MISCELLANEOUS TERMS

Soil Connect's failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. You may not assign your rights or obligations under this Agreement without Soil Connect's prior written consent and any attempt to do so without such consent will be null and void and given no force or effect. Soil Connect may assign its rights under this Agreement without condition. These Terms constitute the entire agreement between us regarding the Service, and supersede and replace any prior agreements we might have between us regarding the Service.

CHANGES

Soil Connect reserves the right, at its sole discretion, to modify or replace these Terms at any time, without notification. It is your responsibility to review the latest Terms before you use the Service. By continuing to access or use the Service after new Terms become effective, you agree to be bound by the new Terms. If you do not agree to the new Terms, please stop using the Service.

CONTACT US

If you have any questions about these Terms prior to accepting, please contact us at 1.833.230.SOIL (1.833.230.7645).