

AGVANCE.NET

USER AGREEMENT

TERMS OF USE

updated and made effective October 21, 2020

1. ACCEPTANCE OF TERMS

The services that Software Solutions Integrated, LLC ("SSI") provides to you ("User") is subject to the following Terms of Use ("TOU"). The most current version of the TOU can be reviewed by clicking on the "Terms of Use" link located at the bottom of our web pages. This TOU is applicable to the use of www.Agvance.net, www.sky.Agvance.net, www.community.agvance.net, www.myAgvance.net, www.myfarmrecords.net, and www.formunet.net, www.agvance2020.net, www.grower360.net or any domain ending in grower360.net (collectively "[Agvance.net](http://www.Agvance.net)").

By continuing to use Agvance.net and all other services provided by SSI, you agree to comply with all of the terms and conditions hereof.

The pronouns "you" or "your" refer to you as a user of Agvance.net. The pronouns "ours" "us" or "we" refer to SSI. The term "Providers" refers to our affiliates, partners and service providers.

2. CHANGED TERMS

We reserve the right to change or discontinue any aspect or feature of Agvance.net, including its availability and equipment needed to use it, at any time, for any reason and without notice. We may also revise this TOU at any time and such revision will be effective immediately upon posting of the revised TOU on Agvance.net.

3. EQUIPMENT

You are solely responsible for any equipment or service necessary to use Agvance.net.

4. CONDUCT

You can use Agvance.net for lawful purposes only. You are not permitted to post or transmit through Agvance.net any material that is unlawful, threatening, abusive, defamatory, violates the rights of others, protected by non-disclosure agreement, vulgar, obscene, profane, which or without our express prior written approval contains advertising or any solicitation. You cannot send unsolicited communication to any user of Agvance.net, tamper with Agvance.net, scrape or collect data from Agvance.net or restrict any other user from using Agvance.net. You will be solely liable for any and all damages and attorney fees resulting from your conduct.

5. COPYRIGHT AND TRADEMARK NOTICE

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6. USE OF SERVICES

We reserve the right to limit, suspend or terminate your account or access to Agvance.net at any time and without notice. You acknowledge that we have the right, but not the obligation, to monitor Agvance.net and/or monitor content contributed by users of Agvance.net ("User Content"). SSI does not endorse User Content or links and specifically disclaims any liability, responsibility or warranty in connection with User Content. We reserve the right to review, modify, and remove any User Content without prior notice. You warrant and represent that you either own or otherwise have the right to any User Content. By submitting User Content to Agvance.net, you automatically grant SSI a worldwide, royalty-free, perpetual,

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7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If registration is needed, you must provide us with your current, complete and accurate information, as requested. You are entirely responsible for any and all activity in your account. It is your responsibility to keep your passwords and other account information confidential. The right to use Agvance.net is personal to you and is not transferable to any other person or entity. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. SSI will not be liable for any loss that you may incur as a result of any use of your passwords or account, either with or without your knowledge.

8. FEEDBACK

SSI does not consider or accept unsolicited proposals or ideas, including without limitation ideas for new products, technologies, promotions, product names, product feedback and product improvements. If you send us any unsolicited feedback, you acknowledge and agree that SSI will not be under any obligation of confidentiality with respect to the unsolicited feedback.

9. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY

AGVANCE.NET IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT.

YOU EXPRESSLY AGREE THAT USE OF AGVANCE.NET IS AT YOUR SOLE RISK. NEITHER SSI, ITS PROVIDERS NOR ANY OF OUR OR THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT AGVANCE.NET WILL BE UNINTERRUPTED, COMPATIBLE OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF AGVANCE.NET, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH AGVANCE.NET. SSI, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING AGVANCE.NET WILL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE AGVANCE.NET. YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION WILL APPLY TO AGVANCE.NET IN ITS ENTIRETY.

10. PRIVACY POLICY

Your ongoing use of Agvance.net signifies your consent to our information practices as disclosed in our Privacy Policy which can be found by clicking on the Privacy Policy link located on Agvance.net.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless SSI, its Providers and our and their respective directors, officers, employees, service providers and agents from and against all claims, damages and expenses, including attorneys' fees, arising out of your use of Agvance.net.

12. LIMITED TIME TO BRING YOUR CLAIM

YOU ACKNOWLEDGE AND AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO AGVANCE.NET OR ANY RELATED SITE OR TO THE SERVICES OFFERED BY SSI MUST COMMENCE WITHIN SIX (6) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

13. REFUND AND CANCELLATION POLICY

Grower360 Portal is a third party which provides this payment portal as agreed upon for the Retailer. Grower360 holds no liability for the transactions processed. Any questions regarding the transaction including request for refund and/or cancellation of the payment should be directed to the Retailer.

14. MISCELLANEOUS

This Agreement and any use rules for Agvance.net established by SSI constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties. This Agreement shall be construed in accordance with the laws of the State of Illinois without regard to its conflict of laws rules. Venue for any legal action shall be with the courts located in Shelby County. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect. SSI may assign this Agreement, in whole or in part, at any time with or without notice to User. User may not assign this Agreement, or assign, transfer or sub license User's rights, if any, in agvance.net or the Services.