

# ADAMA Website Terms and Conditions of Use

Version1 / last changed 1.4.2014

## Who We Are

This website (including sub-sites and including text, images, videos, software, products, services, tools and information contained in or presented on the website; all together the "Site") is provided by **Adama Agricultural Solutions Ltd** (ADAMA) and its affiliates (ADAMA Group) or "**we**" or "**us**").

For more information, please use [our contact form](#).

## What These Terms Cover

Some of the websites of our Site may be intended for specific regions or specific products only. While the content of those websites may vary, these terms and conditions of use (the "Terms") are applicable generally to each of our websites.

These Terms, together with our [privacy policy](#) . (the "**Privacy Policy**"), apply to any use of the Site. Visitors of the Site ("**User**" or "**you**") may use the Site only on condition that they accept the Terms and read and understand the Privacy Policy. **Any further use of the Site or any part of it means you have read and you understand the Terms of the Use and the Privacy Policy, and agree to be bound by all parts of the Terms.**

The Site, is provided "as is", "as available" and without guarantees or representations of any kind (express or implied) or any liability to the fullest extent permissible pursuant to applicable law.

## Updates

We reserve the right, at our sole discretion, to modify these Terms at any time and without prior notice. If we modify these Terms, we will post the modification on the Site. We will also update the "Last Updated Date" at the top of these Terms. We recommend that you frequently consult these Terms in order to be informed about possible modifications. By continuing to access or use the Site after we have posted a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site.

Users with a user name and password will be notified of changes to terms and conditions applicable upon log-in via a page blocker which will require acknowledgement and/or acceptance.

## User Content, Transactions, Username and Passwords

### User Content

If this Site permits you to post or upload comments or any other content on the Site, then the following additional terms are applicable to your use and are hereby accepted by you. You understand that all information, content, text, data, messages or other materials, whether posted to the Site or privately transmitted ("**User Content**") are the responsibility of the person from which the User Content originated. You are responsible for all User Content that you post, transmit or otherwise make available on the Site or to others. You acknowledge and agree that you must evaluate and bear all risks associated with the use of any User Content,

including any reliance on the accuracy or completeness of User Content. We do not control User Content, and will not be liable in any way for any User Content, including without limitation for any errors or omissions, or for loss or damage of any kind incurred as a result of the use of any User Content. While we cannot review every communication or information and are not responsible for the content of any User Content, we have the right to delete or edit User Content that we consider, in our sole discretion, to be illegal, abusive, defamatory, in violation of any third party right, or otherwise unacceptable.

Unless otherwise specified by you, any User Content is not confidential or proprietary. You hereby grant us, or warrant that the owner of the User Content has granted us, a worldwide, perpetual, irrevocable, non-exclusive, royalty-free right to use, sell, reproduce, publish, create derivative works of, display, distribute, and transmit your User Content in any form, now known or later developed, for the full term of any rights that may exist in such User Content, for any purpose whatsoever, and to publish the owner's name in connection therewith.

### **Transactions through the Site**

For any part of the Site that permits you to place orders or otherwise effect transactions with us, additional terms and conditions may be applicable to that transaction and, if so, these additional terms will be displayed on the relevant website. Such additional terms and conditions are without prejudice to these Terms. The United States and other governments regulate the import and export of products and information. You agree that, to the extent such laws are applicable to you or the transaction you wish to effect with us, you will comply with all such import and export laws and regulations and that you will not import, export or re-export products or services purchased or sold through the Site to countries or persons prohibited under applicable import and export control laws. By entering into a transaction with us through this Site, you are representing to us that you are not in a country where such import/export is prohibited or are a person or entity to which such import/export is prohibited. You are responsible for compliance with the laws of your local jurisdiction regarding the import, export, or re-export.

### **User Names and Passwords**

If this Site permits you to adopt or use a username and a password in order to access features of this Site, then you agree to use the Site solely for legitimate purposes. When registering for a username, you agree that you will (i) use only accurate and truthful information about yourself and you will not imitate any other person or assume a false identity, (ii) immediately notify us of any unauthorized use of your password, username or the Site, or any other breach of security (send your notice to us via the contact us section of this Site), and (iii) not disclose or share your username or password with any other person. **You agree to assume and bear full responsibility for all risks arising out of the use of the Site by you and any other person using your username and password.**

### **Third Party Content, Links to Other Sites**

We do not have or assume any responsibility for any third party content that may be available through the Site, and for content linked to the Site or which are linked to from it or referred to. We do not express an opinion about, recommend or endorse such content, and will not have any liability relating to it. Where we link to third party websites, you use such websites on your own risk. We recommend reading the policies of these websites and review how these websites may process personally identifiable data relating to you.

### **Notice and Takedown**

Please use our [contact form](#). (Should link to Contact form) for all notifications of claimed infringement.

All notifications not complying with the procedure set out in these Terms will receive no response. We will process and investigate notices of alleged infringement and will take appropriate actions under applicable laws. Upon receipt of notices, we will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe your work has been copied in a way that constitutes an infringement, please provide us with the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of an intellectual property right that is alleged to be infringed;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is on the Site;
- your address, telephone number and e-mail address and all other information required for us to contact you;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property right owner or by law;
- a statement by you that the information in your notice is accurate and that you are the intellectual property right owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

## **Intellectual Property Rights**

You should assume that the Site and all its parts are protected by copyright, trademark, unfair competition and other laws unless otherwise noted and may not be used without our written permission except as provided in these Terms. You acknowledge that any and all intellectual property (including copyright) in the Site and all its parts is held by us or by the original creator. On condition that you are in compliance with these Terms, you may access, download or use the materials on this Site for your own non-commercial use. You acquire no rights in the Site or in any material of any nature published on the Site. You may not incorporate the Site into other websites, and not copy, present, license, publish, download, upload, send or make it perceptible in any other way without our prior written consent.

The trademarks, service marks, and logos (the "**Trademarks**") used and displayed on this Site are registered and unregistered Trademarks of ADAMA and others. Unless otherwise stated, nothing on this Site grants any license or right to use any Trademark without our written permission. Except as expressly indicated on the Site, the name of ADAMA or any of our logos may not be used in any way without our prior written permission.

## **Confidential and Proprietary Information**

We seek to provide the public broad access to information about our products and services. In doing so, it is not our intention to waive any intellectual property or other rights we may have in information on this Site. We have policies and procedures in place that are designed to prevent the disclosure on this Site of information that we consider to be confidential or proprietary information. However, if at any time you obtain confidential or proprietary information from this Site, you agree not to make use of or disclose any confidential or proprietary information you may obtain from this Site to anyone else, and to destroy any copies of the information, in any form, in your possession.

## **Disclaimer of Warranties and Liability**

We use reasonable efforts to ensure that the information provided on the Site is accurate and up to date. However, such information may contain inaccuracies or typographical errors or be out of date. We reserve the right to remove, change, correct and improve the Site and all its parts, or to terminate your account (if you have one) and your use of the Site, for any reason, at any time and without prior notice, without specifically informing of any such change, and without removing outdated information or characterizing it as such.

Certain statements contained on this Site are "forward-looking statements," such as statements concerning anticipated financial results, current and future product performance, regulatory approvals, business and financial plans and other non-historical facts. These statements are based on current expectations and currently available information. However, our performance and results may differ from those described or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, among others: competition; contingencies related to intellectual property protection, regulatory matters, and public acceptance of biotechnology and other technology products; research and development success; litigation; developments related to foreign operations; acquisitions; commodity prices; regulations; our ability to obtain financing and payment for our products; weather, natural disasters and accidents; and other risks and factors. Undue reliance should not be placed on these forward-looking statements, which are current only as of the date of their posting to this Site. We disclaim any current intention or obligation to update any forward-looking statements or any of the factors that may affect actual results.

You agree that you are making use of our Site at your own risk, and that it is being provided to you on an "as is" and "as available" basis. We do not make any representation, and we provide no guarantee or warranty, express or implied and under any legal theory, about the completeness or accuracy of any information on this Site or its possible uses, about the availability of the Site, its functions, merchantability, fitness for a particular purpose, and non-infringement, and/or that the Site and the infrastructure on which it runs is free from viruses and other harmful software.

**Neither we nor any of our group companies and affiliates nor any other party that is involved in creating, producing or delivering this Site to you shall be liable under any legal theory for any damages (including direct, incidental, consequential, indirect or punitive or special damages) relating to your use of this Site or reliance upon any information or material accessed via it or any other hyperlinked website, your access to or inability to access the Site, or any errors or omissions in the content of the Site.**

Some jurisdictions do not allow the exclusion of certain liabilities or implied warranties, so the above exclusions may not apply to you.

## **Indemnity**

**You agree to defend, indemnify and hold us and our group companies and affiliates and any other party involved in creating, producing or delivering this Site from and against all damages, claims and expenses, including reasonable attorneys' fees, arising out of your misuse of this Site or of any information taken or obtained from the Site or your transmission of User Content (as defined above) on the Site.**

## **Local Laws and Regulation**

We do not represent, guarantee or warrant that materials on this Site are appropriate or available for use in all countries around the world from which it may be viewed. Access to this Site from countries where its contents are illegal is prohibited. To the extent any of these Terms would not be enforceable under the local laws of the country from which the Site is being viewed, that term shall be severable from the Terms and the remainder of the Terms shall be remain in force and effect. Viewing this Site from countries, if any, in which its content is illegal, is strictly prohibited.

### **Translations**

Any translation of these terms and conditions in a local language is intended only for your convenience and the English version of the terms and conditions is the version that exclusively governs the legal relationship and terms of use between you and ADAMA. In the event of any inconsistency in versions the English version shall prevail.