

Water Aware Mobile App Terms and Conditions

DISCLAIMER:

Recommendations coming from use of the Water Aware Guidance Tool are entirely at the user's risk and Adama Agricultural Solutions UK Ltd (Adama) gives no warranty in relation to the accuracy or completeness of any of the information contained. The Adama group shall have no liability to the user as a result of the possession or use of the information supplied.

Guidance is not supplied to substitute or supersede recommendations from an agronomist, supplier or other qualified professional

1. GENERAL

1.1. By downloading or otherwise accessing the Application you agree to be bound by the following terms and conditions ("Terms") and our privacy policy and our cookies policy. Full details are published on our website at www.adama.com/uk. If you have any queries about the Application or these Terms, you can contact us at Adama Agricultural Solutions UK Ltd, Unit 15 Thatcham Business Village, Colthrop Way, Thatcham RG19 4LW. If you do not agree with these Terms, we will not license the Application to you, and you should stop using the Application immediately. By using the Application you acknowledge and agree that you have read and accept the terms of our privacy policy and cookies policy and these Terms.

1.2. We may change these Terms at any time by notifying you of a change when you next start the Application. The new Terms may be displayed on-screen and you may be required to read and accept them to continue your use of the Application.

2. DEFINITIONS

The "Application" shall mean the software provided by Adama to offer services related to Adama, Adama's services and its partners' services, to be used on Apple iOS and Android OS devices and any upgrades from time to time and any other software or documentation which enables the use of the Application.

3. DATA PROTECTION

3.1.1. Any personal information you supply to Adama when using the Application will be used by Adama in accordance with its Privacy Policy whose terms are incorporated into these Terms by reference.

3.1.2. The Application makes use of location data sent from your mobile telephone or handheld device. You can turn off this functionality at any time by turning off the location services settings for the Application on your mobile telephone or handheld device. By using the Application, you consent to us and our affiliates' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. You may

withdraw this consent at any time by turning off the location services settings on your mobile telephone or handheld device. However, if you do so, this will adversely affect the functionality of the Application and the services we can provide to you through the Application.

3.1.3 Collection of Personal Data: We may collect and store your personal data (such as your name, e-mail address and other contact details, age range, personal comments, recommendations and experiences) and any additional information you provide to us and gathered as part of our product sales and support services. This may include information collected directly or indirectly from you in response to marketing initiatives or from your subscriptions to on-line or off-line services and activities offered by us.

3.1.4 Use of Personal Data: We use the data referred to in clause 3.1.3 above to provide customers with customized sales and back office services, to improve the products and the portfolio we offer, to improve our order processing, supply times and complaints management, to improve our advisory and sales support services in the field and to provide you with marketing information about products and services by e-mail and SMS/phone. To object to the use of your personal data for direct marketing purposes please send us an email headed "unsubscribe marketing".

3.1.5. Cookies: We may use cookies to distinguish you from other users of the Application. This helps us to provide you with a good experience when you use the Application and allows us to improve the Application. By using the Application, you agree to our use of cookies in this way.

3.1.6 Sharing of Personal Data: For these purposes this data may be shared with our affiliates who may be located outside the country where you are located, including outside the European Economic Area ("EEA"). By using the Application, you agree to this transfer outside of the EEA.

3.1.7 Your rights in relation to Personal Data: You have the right to access your personal data, request rectification, erasure or deletion of personal data and to object to certain processing subject to local law. Please contact ukenquiries@adama.com

4. www.adama.com/uk

The Application allows you to access certain functionality available on the Adama.com/uk website. Such access will be governed by the Adama UK Website Terms of Use.

6. PROPRIETARY RIGHTS AND LICENCE

6.1. You acknowledge that all trademarks, copyright, database rights and other intellectual property rights of any nature in the Application together with the underlying software code are owned either directly by Adama or by Adama's licensors. You also acknowledge that you are not entitled to access the Application in source code form. All other non Adama Agricultural Solutions UK Ltd brand names used are trademarks of other manufacturers in which propriety rights may exist.

6.2. In consideration of you agreeing to abide by these Terms, Adama hereby grants you a non-exclusive, royalty-free revocable licence to use the Application for your business and personal use in the UK in accordance with these Terms.

7. CONDITIONS OF USE

7.1. You will not, nor allow third parties on your behalf to (i) make and distribute copies of the Application (except where such copying is incidental to the normal use of the Application, or where it is necessary for back-up or operational security); (ii) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Application; (iii) create derivative works of the Application of any kind whatsoever; or (iv) rent, sell, lease, sub-license or loan the Application.

7.2. You will not: (i) use the Application in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms or any operating system; (ii) infringe our intellectual property rights or those of any third party in relation to your use of the Application; or (iii) not use the Application in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.

7.3. The Application is currently made available to you free of charge for your personal, non-commercial use. Adama reserves the right to amend or withdraw the Application, or charge for the application or service provided to you in accordance with these Terms, at any time and for any reason.

7.4. You acknowledge that the terms of agreement with your respective mobile network provider ("Mobile Provider") will continue to apply when using the Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.

7.5. If you are not the bill payer for the mobile telephone or handheld device being used to access the Application, you will be assumed to have received permission from the bill payer for using the Application.

8. AVAILABILITY

8.1. This Application is available to handheld mobile devices running Apple iOS and Android OS Operating Systems. Adama will use reasonable efforts to make the Application available at all times. However you acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by factors outside Adama's reasonable control. You also acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Application may be read or intercepted by others.

8.2. Adama, its group of companies and sub-contractors do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable.

8.3. Adama will not be responsible for any support or maintenance for the Application.

9. SYSTEM REQUIREMENTS

9.1. In order to use the Application, you are required to have a compatible mobile telephone or handheld device, internet access, and the necessary minimum specifications ("Software Requirements").

9.2. The Software Requirements are as follows: Apple iOS devices running iOS 4 or iOS 5, and Android OS devices running Android OS 2.1 up to OS 2.3; Language: English, Italian, German, Spanish, French.

9.3. The version of the Application software may be upgraded from time to time to add support for new functions and services.

10. TERMINATION

10.1. Adama may terminate use of the Application at any time by giving notice of termination to you.

10.2. Upon any termination, (i) the rights and licenses granted to you herein shall terminate; (ii) you must cease all use of the Software; and (iii) you must immediately delete or remove the Application from your mobile telephone or handheld device.

11. LIMITATION OF LIABILITY

11.1. In no event will Adama be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or use of information supplied following use of the Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise.

11.2. Adama is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld device or mobile telephones as a result of the installation or use of the Application.

11.3. Nothing in these Terms shall exclude or limit Adama's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law.

11.4. You acknowledge that the Application has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Application meet your requirements.

11.5 The Application may contain links to other independent third party websites ("Third Party Sites"). Third Party Sites are not under our control, and we are not responsible for and do not endorse their content or privacy policies (if any). You will need to make your own independent judgment regarding your interaction with any Third Party Sites, including the purchase and use of any products or services accessible through them.

12. NO RELIANCE ON INFORMATION

12.1. The content of the Application is provided for general information only. It is not intended to amount to advice on which you should rely. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content of the Application.

12.2. Although we make reasonable efforts to update the information on the Application, we make no representations, warranties or guarantees, whether express or implied, that the content of the Application is accurate, complete or up-to-date.

13. EVENTS OUTSIDE OUR CONTROL We will not be liable or responsible for any failure to perform, or delay in the performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including the failure of public or private telecommunications networks. If such an event takes place that affects the performance of our obligations under these Terms, our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event.

14. DISCLAIMER OF WARRANTIES To the maximum extent permitted by law, and for the avoidance of doubt, save for section 2 of the Supply of Goods and Services Act 1982, Adama hereby disclaims all implied warranties with regard to the Application. The Application and software are provided "as is" and "as available" without warranty of any kind.

15. OTHER IMPORTANT TERMS

15.1. We may transfer our rights under these Terms to a third party, but this will not affect your rights or our obligations under these Terms. You may not transfer your rights or obligations under these Terms to a third party.

15.2 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.

15.3 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

15.4 These Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

16. COMMUNICATIONS FROM US TO YOU

16.1. If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address details you provide to us in your request for the Application.