**User Agreement**

**1. General terms**

1.1 The use of AGROKEEP products, software, services and web sites (referred to collectively as the "Services" in this document and excluding any services provided to the user by AGROKEEP under a separate written agreement) is subject to the terms of a legal agreement between the user and AGROKEEP Ltd., whose principal place of business is at Krugovaya str. 41, Krasnodar, Russia. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with AGROKEEP, user"s agreement with AGROKEEP will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "Universal Terms".

1.3 User"s agreement with AGROKEEP will also include the terms of any Legal Notices applicable to the Services, in addition to the Universal Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for the user to read either within, or through your use of, that Service.

1.4 The Universal Terms, together with the Additional Terms, form a legally binding agreement between the user and AGROKEEP in relation to user"s use of the Services. It is important that the user takes the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the Universal Terms say, then the Additional Terms shall take precedence in relation to that Service.

**2. Accepting the Terms**

2.1 In order to use the Services, the user must first agree to the Terms. The user may not use the Services if he does not accept the Terms.

2.2 The User may not use the Services and may not accept the Terms if (a) the user is not of legal age to form a binding contract with AGROKEEP, or (b) the user a person barred from receiving the Services under the laws of Russia or other countries including the country in which the user is resident or from which the user uses the Services.

**3. Provision of the Services by AGROKEEP**

3.1 AGROKEEP is constantly innovating in order to provide the best possible experience for its users. The user acknowledges and agrees that the form and nature of the Services which AGROKEEP provides may change from time to time without prior notice.

3.2 As part of this continuing innovation, the user acknowledges and agrees that AGROKEEP may stop (permanently or temporarily) providing the Services (or any features within the Services) to the user without prior notice to him. The user may stop using the Services at any time. The user does not need to specifically inform AGROKEEP when he/she stops using the Services.

3.3 The user acknowledges and agrees that if AGROKEEP disables access to user"s account, he/she may be prevented from accessing the Services, his/her account details or any files or other content which is contained in his/her account.

3.4 The user acknowledges and agrees that while AGROKEEP may not currently have set a fixed upper limit on the number of transmissions the user may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by AGROKEEP at any time, at discretion of AGROKEEP.

**4. Use of the Services**

4.1 In order to access certain Services, the user may be required to provide information about himself/herself (such as identification or contact details) as part of the registration process for the Service, or as part of his/her continued use of the Services. The user agrees that any registration information the user gives to AGROKEEP will always be accurate, correct and up to date.

4.2 The user agrees to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from Russia or other relevant countries).

4.3 The user agrees that he/she will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

4.4 Unless the user has been specifically permitted to do so in a separate agreement with AGROKEEP, the user agrees that he/she will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

4.5 The user agrees that he/she is solely responsible for (and that AGROKEEP has no responsibility to him/her or to any third party for) any breach of his/her obligations under the Terms and for the consequences (including any loss or damage which AGROKEEP may suffer) of any such breach.

**5. Passwords and account security**

5.1 The user agree and understands that he/she is responsible for maintaining the confidentiality of passwords associated with any account he/she uses to access the Services.

5.2 Accordingly, the user agrees that he/she will be solely responsible to AGROKEEP for all activities that occur under his/her account.

**6. Content in the Services**

6.1 The user understands that all information which he/she may have access to as part of, or through his/her use of, the Services are advisory and may not be the sole and indisputable fact for a decision.

6.2 The user understands and agrees that AGROKEEP is not responsible for in the event of decisions, which were made by the user on a base of Services, resulting in a loss of any. The user understands and agrees that the company does not compensate the losses in this case.

6.3 The user may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content of Services (either in whole or in part) unless he/she has been specifically told that he/she may do so by AGROKEEP in a separate agreement.

6.4 The user agrees that he/she is solely responsible for (and that AGROKEEP has no responsibility to the user or to any third party for) any Content that he/she creates, transmit or display while using the Services and for the consequences of his/her actions (including any loss or damage which AGROKEEP may suffer) by doing so.

**7. Proprietary rights**

7.1 The user acknowledges and agrees that AGROKEEP own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). The user further acknowledges that the Services may contain information which is designated confidential by AGROKEEP and that he/she should not disclose such information without prior written consent.

7.2 Unless the user has agreed otherwise in writing with AGROKEEP, nothing in the Terms gives the user a right to use any of AGROKEEP trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

7.3 If the user has been given an explicit right to use any of these brand features in a separate written agreement with AGROKEEP, then the user agrees that his/her use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and AGROKEEP brand feature use guidelines as updated from time to time

7.4 The user agrees that he/she will not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

7.5 Unless the user has been expressly authorized to do so in writing by AGROKEEP, the user agrees that in using the Services, he/she will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

**8. License from AGROKEEP**

8.1 AGROKEEP gives the user a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to the user by AGROKEEP as part of the Services as provided to the user by AGROKEEP (referred to as the "Software" below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by AGROKEEP, in the manner permitted by the Terms.

8.2 The user may not (and the user may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless the user has been specifically told that he/she may do so by AGROKEEP, in writing.

**9. Ending relationship with AGROKEEP**

9.1 The Terms will continue to apply until terminated by either the user or AGROKEEP as set out below.

9.2 If the user wants to terminate his/her legal agreement with AGROKEEP, the user may do so by (a) notifying AGROKEEP at any time and (b) closing his/her accounts for all of the Services which the user uses.

9.3 AGROKEEP may at any time, terminate its legal agreement with the user if:

9.3.1 the user has breached any provision of the Terms (or has acted in manner which clearly shows that he/she does not intend to, or is unable to comply with the provisions of the Terms); or

9.3.2 AGROKEEP is required to do so by law (for example, where the provision of the Services to user is, or becomes, unlawful); or

9.3.3 the partner with whom AGROKEEP offered the Services to the user has terminated its relationship with AGROKEEP or ceased to offer the Services to the user; or

9.3.4 AGROKEEP is transitioning to no longer providing the Services to users in the country in which the user is resident or from which the user uses the service; or

9.3.5 the provision of the Services to the user by AGROKEEP is, in AGROKEEP opinion, no longer commercially viable.

9.4 Nothing in this Section shall affect AGROKEEP rights regarding provision of Services under Section 4 of the Terms.

9.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that the user and AGROKEEP have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraph 14.6 shall continue to apply to such rights, obligations and liabilities indefinitely.

**10. EXCLUSION OF WARRANTIES**

10.1 Nothing in these terms shell exclude or limit AGROKEEP warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Some jurisdictions do now allow the exclusion of liability for loss or damage caused by negligence, breach of contract or breach of implied terms, or incidental or consequential damages. Accordingly, only the limitations which are lawful in user"s jurisdiction will apply to the user and user"s liability will be limited to the maximum extent permitted by law.

10.2 The user understands and agrees that his/her use of the serviced is at his/her sole risk and that the services are provided "as is" and "as available".

10.3 In particular, AGROKEEP, its subsidiaries and affiliates, and licensors do not represent or warrant to the user that:

10.3.1 His/her use of Services will meet user"s requirements,

10.3.2 His/her use of services will be uninterrupted, timely, secure or free from error,

10.3.3 Any information obtained by the user as a result of the use of the Services will be accurate or reliable, and

10.3.4 That defects in the operation or functionality of any software provided to the user as part of the services will be correct.

10.4 Any material downloaded or otherwise obtained through the use of the services is done at user"s own Discretion and risk and that the user will be solely responsible for any damage or loss of data that results from the download of any such material.

10.5 No advice or information, whether oral or written, obtained by the user from AGROKEEP or through or from the services shall create any warranty no expressly stated in the terms.

**11. LIMITATION OF LIABILITY**

11.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 10.1 ABOVE, THE USER EXPRESSLY UNDERSTANDS AND AGREES THAT AGROKEEP, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO THE USER FOR:

11.1.1 ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY THE USER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

11.1.2 ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY THE USER, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY CHANGES WHICH AGROKEEP MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(II) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH USER"S USE OF THE SERVICES;

(IV) THE USER"S FAILURE TO PROVIDE AGROKEEP WITH ACCURATE ACCOUNT INFORMATION;

(III) THE ISER"S FAILURE TO KEEP HIS/HER PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL

11.2 THE LIMITATIONS ON AGROKEEP LIABILITY TO USER IN PARAGRAPH 11.1 ABOVE SHALL APPLY WHETHER OR NOT AGROKEEP HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

**12. Other content**

12.1 The Services may include hyperlinks to other web sites or content or resources. AGROKEEP may have no control over any web sites or resources which are provided by companies or persons other than AGROKEEP.

12.2 The user acknowledges and agrees that AGROKEEP is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

12.3 The user acknowledges and agrees that AGROKEEP is not liable for any loss or damage which may be incurred by the user as a result of the availability of those external sites or resources, or as a result of any reliance placed by the user on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

**13. Changes to the Terms**

13.1 AGROKEEP may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, any new Terms will be made available to the user from within, or through, the affected Services.

13.2 The user understands and agrees that if the user uses the Services after the date on which the Universal Terms or Additional Terms have changed, AGROKEEP will treat the use as acceptance of the updated Universal Terms or Additional Terms.

**14. General legal terms**

14.1 Sometimes when the user uses the Services, he/she may (as a result of, or through his/her use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. The User"s use of these other services, software or goods may be subject to separate terms between the user and the company or person concerned. If so, the Terms do not affect user"s legal relationship with these other companies or individuals.

14.2 The Terms constitute the whole legal agreement between the user and AGROKEEP and govern user"s use of the Services (but excluding any services which AGROKEEP may provide to the user under a separate written agreement), and completely replace any prior agreements between the user and AGROKEEP in relation to the Services.

14.3 The user agrees that AGROKEEP may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

14.4 The user agrees that if AGROKEEP does not exercise or enforce any legal right or remedy which is contained in the Terms (or which AGROKEEP has the benefit of under any applicable law), this will not be taken to be a formal waiver of AGROKEEP rights and that those rights or remedies will still be available to AGROKEEP.

14.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

14.6 The Terms, and user"s relationship with AGROKEEP under the Terms, shall be governed by the laws of Russia without regard to its conflict of laws provisions. The user and AGROKEEP agree to submit to the exclusive jurisdiction of the courts located within the county to resolve any legal matter arising from the Terms. Notwithstanding this, the users agree that AGROKEEP shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.