



Terms & Conditions

Effective: August 1, 2017

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Terms & Conditions

Please read this document carefully. This document governs your relationship with LegacyAg Ventures (LAV). ("LAV"). Set forth below are the terms and conditions under which LAV makes available its internet websites, including [www.LegacyAg Ventures \(LAV\)](http://www.LegacyAgVentures.com) (the "Site"), and the services available through the Site or otherwise provided by LAV (the "Services"), to each person or entity (each a "User") accessing or using the Site or the Services.

LAV may make changes to the materials and services offered on this Site at any time. LAV can change the terms of this Agreement (including any Additional Terms) at any time. If LAV changes the terms of this Agreement, LAV will post an updated set of terms and conditions of use on this Site and post a change notice and/or send registered users an email notice of the changes in advance of implementing the changes.

If any modification is unacceptable to you, you shall cease using this Site and the Services and be able to terminate your registration and/or subscription (if any). If you do not cease using this Site and the Services, you will be conclusively deemed to have accepted the change.

The presentation of LAV will be provided to certain selected qualified investors in one-on-one presentations on a confidential basis for informational and discussion purposes only. This does not constitute an offer to sell or a solicitation of an offer to purchase an interest in the company or its structure(s). Any such offer or solicitation shall be made only pursuant to the definitive legal documentation (the "Definitive Documents"), which describe risks related to an investment therein and which qualify and supersede in their entirety the information set forth herein. The Definitive Documents, including the risk factors and potential conflicts of interest described therein, should be read carefully prior to investment.

Past performance information of the management team, contained or mentioned herein is not necessarily indicative of future results and there can be no assurance that LAV will achieve comparable results or that LAV will be able to implement its investment strategy or achieve its investment objective. No representations or warranties of any kind are being herein or should be inferred with respect to the economic returns associated with an investment in LAV.

Any forward-looking statements contained here are subject to significant uncertainties inherent in such statements. Therefore, you should not place undue reliance on any forward-looking statements contained herein. LAV and its affiliates (including management team, directors, officers, employees, servants and agents) are under no duty to update information contained herein to conform such information to actual results or changes in expectations.

Content and material

Certain content and information provided on and through this Site and Services, including, without limitation, documents, graphics and images that are not User Content (as defined below) are provided to you by LAV and are the copyrighted and/or trademarked work of LAV or LAV's contributors. LAV grants you a limited, personal, non-exclusive and non-transferable license to use and to display the LAV materials solely for your personal use in connection with the Site and Services.

Except as expressly permitted in this Agreement, you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the LAV Materials in any

manner. This limited license terminates automatically, without prior notice to you, if you breach any term of this Agreement. Except for the limited rights granted hereunder, you acknowledge that you have no right, title or interest in or to any LAV materials.

User Content

User acknowledges and agrees that:

- a) all questions, information, data, text, software, music, sound, photographs, images, video, responses, messages or other materials communicated, submitted or transmitted by User through the Site (“User Content”), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such User Content originated,*
- b) User, and not LAV, is responsible for all User Content that the User upload, post, email, distribute, communicate, transmit, or otherwise make available using the Services or that is otherwise made available through the use of User’s account (if User has one), whether or not authorized by User,*
- c) By communicating or transmitting any User Content using the Site or the Services, User grants to LAV an irrevocable, non-exclusive, royalty-free and worldwide license to use such User Content for the purpose of operating the Site and supplying the Services, and User warrants to LAV that it has the right to grant such license for such purposes.*
- d) User further acknowledges and agrees that LAV does not control the User Content originating from User, or other users of the Site or the Services, and does not guarantee the accuracy, integrity or quality of such User Content. Notwithstanding the foregoing, LAV may, but is not obligated to, review all User Content and block, modify, terminate access to, or remove any such User Content that LAV, in its sole discretion, considers being non-compliant with any of the requirements of this Agreement. In abundant, since the user / tenant provides and/or inputs all data and information into the model, LAV does not guarantee the accuracy, authenticity, timeliness, reliability, appropriateness, correct sequencing, or completeness on its results.*
- e) LAV reserves the right to purge User Content from its databases at any time and from time to time without notice. User acknowledges and agrees that User is solely responsible for backing up any User Content uploaded to the Site by User or received by User through the use of the Services. LAV shall not be liable for any purging, deletion or failure to retain any such User Content.*
- f) In the event of User’s non-compliance with any provision of this Agreement, LAV may suspend or disable User’s account and User’s access to use the Site and/or the Services, as well as recover from User any losses, damages, costs or expenses incurred by LAV resulting from or arising out of such non-compliance.*

Code of Conduct

In connection with Users, use of the Site and the Services and without limiting any of Users other obligations under this Agreement or applicable law, User:

- a) must don’t do anything illegal;*
- b) shall comply with: (i) this Agreement, and all other policies as published on the Site from time to time, (ii) all local and international laws applicable to User, and all other laws related to unsolicited commercial email messages, defamation, privacy, obscenity, intellectual property, data protection, and child protective email address registries, (iii) all other rules or regulations applicable to User,*

- including, among other things, securities regulations, and (iv) all privacy policies or similar policies or procedures to which User may be bound that are related to User's use of the Services;*
- c) shall not upload, post, email, distribute, communicate, transmit or otherwise make available any User Content: (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, vulgar, obscene, offensive, indecent, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, (ii) that infringes any patent, trademark, trade secret, copyright, or other intellectual property right of any party, (iii) that User does not have the right to make available by reason of any law or contractual or fiduciary relationship (including inside information, and proprietary or confidential information obtained or disclosed in connection with an employment relationship or pursuant to a confidentiality agreement), or (iv) that comprises or includes any "junk mail", "spam", "chain letters", "pyramid schemes", or any similar form of solicitation;*
 - d) shall not use the Site or the Services to harm minors in any way, and shall not send materials to minors that would subject LAV to any local or international law, rule or regulation governing children's privacy, rights of personality or otherwise related to protecting minors;*
 - e) shall not impersonate any other person or entity, including LAV, or a LAV official, forum leader, guide or host, or falsely state or otherwise misrepresent User's affiliation with any other person or entity;*
 - f) shall not circumvent any restrictions on access nor interfere with or disrupt the Site or the Services or servers or networks connected to the Site or the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site or the Services;*
 - g) shall not engage in excessive usage of the Site or the Services, as determined by LAV in its sole discretion, including usage that adversely affects the speed, responsiveness, or functionality of the Site, or disrupts the availability of the Site and the Services for other users;*
 - h) shall not attempt to damage, deny service to, hack, crack, reverse engineer, or otherwise interfere with the Site or the Services in any manner (except to the extent the foregoing prohibition is not permitted by applicable law, including, without limitation, as set forth with respect to Users in France in the attached country-specific terms);*
 - i) shall not upload, post, email, distribute, communicate, transmit, or otherwise make available any viruses or similar malicious software that may damage the operation of a computer, the Site, or the Services;*
 - j) shall not infringe upon the rights of others and/or engage in activity that violates the privacy of others, and*
 - k) shall not help others break these rules.*

Indemnity

LAV its affiliates, and their respective general partners, directors, officers, employees, servants and agents shall not be liable from and against all claims, demands, damages, liabilities and costs (including legal fees on a full indemnity basis) arising out of or in connection with any loss or damage of whatever nature (direct, indirect, consequential, or other) whether arising in contract, tort or otherwise, which may arise because of your use of (or inability to use) the site.

Provision of the Site and the Services

LAV reserves the right at any time and from time to time to modify, suspend, or discontinue, temporarily or permanently, the Services or any part thereof, or User's access thereto, and to modify, suspend or delete the site or any part thereof, and LAV will use commercially reasonable efforts to provide reasonable advance notice of changes that significantly impact the Services in a negative manner:

All the information is provided "as is", without warranty of any kind. LAV does not accept any responsibility or liability for the accuracy, content, completeness, legality, or reliability of the information contained on its reports. User acknowledges and agrees that the information, software, products, and services contained in or available through the site or the services, including information, software, products and services made available by other users of the site or the services, may include inaccuracies or errors.

LAV, or our affiliates, make no warranties, express or implied, guarantees or conditions with respect to your use of the services. You understand that use of the services is at your own risk and that we provide the services on an "as is" basis "with all faults" and "as available." you bear the entire risk of using the services.

User specifically agrees that LAV, its affiliates, and their respective directors, officers, employees, servants and agents shall not be liable for unauthorized access to or alteration of any transmissions or data, any material or data sent or received or not sent or not received, or any transactions entered into through the site or the services or in reliance upon any information obtained through the use of the site or the services,

You acknowledge that computer and telecommunications systems are not fault-free and occasional periods of downtime occur. We do not guarantee the services will be uninterrupted, timely, secure, or error-free or that content loss will not occur, nor do we guarantee any connection to or transmission from the computer networks.

LAV makes no representations or warranties regarding the suitability, reliability, availability, timeliness, quality, or lack of viruses, or other harmful components of the site or the services, or the accuracy of such information, software, products and services.

Intellectual Property Rights

The Site and the Services and all algorithms, information and screens appearing on this Site, including documents, services, site design, text, graphics, logos, images and icons, as well as the arrangement thereof, are the sole property of LAV., its affiliates, or its third party licensors.

Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

LAV reserves all rights in the Site and the Services that are not expressly granted. LAV is a registered trademark. Other trademarks, names, and logos on this Site are the property of their respective owners.

Nothing in this Agreement shall be deemed to assign or transfer to User any rights to any such intellectual property. User further acknowledges and agrees that LAV Materials and other content made available to User through the Services may be subject to the intellectual property rights of third parties.

Privacy, Confidentiality & Security

Privacy.

In the course of using the Services, you may submit content to LAV (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your "Content").

We know that by giving us your Content, you trust us to treat it appropriately. LAV. You in turn agree that LAV may use and share your Content in accordance with our privacy policies.

Confidentiality

LAV will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our privacy policies). However, your Content is not regarded as confidential information if such content is or becomes public (other than through breach of these Terms by LAV was lawfully known to LAV before receiving it from you; is received by LAV from a third party without knowledge of breach of any obligation owed to you; or was independently developed by LAV, without reference to your Content. LAV may disclose your Content when required by law or legal process, but only after LAV, if permitted by law, uses commercially reasonable efforts to notify you to give you the opportunity to challenge the requirement to disclose.

Security

LAV will store and process your Content in a manner consistent with industry security standards. LAV has implemented appropriate technical, organizational, and administrative systems, policies, and procedures designed to help ensure the security, integrity, and confidentiality of your Content and to mitigate the risk of unauthorized access to or use of your Content.

Other Terms

- (a) Entire Agreement. These Terms & Conditions (including the Additional Terms) constitute the entire agreement between you (“User”) and LAV, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.*
- (b) Independent Contractors. The relationship between you and LegacyAg Ventures (LAV) is that of independent contractors, and not legal partners, employees, or agents of each other.*
- (c) Interpretation. The use of the terms “includes”, “including”, “such as”, and similar terms, will be deemed not to limit what else might be included.*
- (d) Precedence. To the extent any conflict exists, the Additional Terms prevail over this Terms & Conditions with respect to the Services to which the Additional Terms apply.*