

FarmerMind AI — Terms of Use

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IMPORTANT: PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN A BINDING ARBITRATION AGREEMENT AND A CLASS-ACTION WAIVER IN SECTION 18. THOSE PROVISIONS AFFECT YOUR LEGAL RIGHTS. YOU MAY OPT OUT OF ARBITRATION WITHIN 30 DAYS OF FIRST ACCEPTING THESE TERMS BY FOLLOWING THE INSTRUCTIONS IN SECTION 18.9.

1. Agreement to Terms

These Terms of Use (these “**Terms**”) are a binding legal agreement between you (“**you**” or “**User**”) and **FarmerMind AI LLC**, a Texas limited liability company (“**FarmerMind**,” “**we**,” “**us**,” or “**our**”). They govern your access to and use of:

- The **FarmerMind AI Cube** and any other hardware devices we manufacture (each, a “**Device**”);
- The software embedded on the Device, including firmware, operating system, and application modules (the “**Software**”), which is further governed by our separate **End User License Agreement** (the “**EULA**”);
- Our websites, including **farmermind.ai** and any subdomains (the “**Site**”);
- Our optional data services, including the Farmer Analytics data subscription (the “**Cloud Services**”); and
- Our sales, support, and communications (together with the above, the “**Services**”).

By purchasing, activating, or using a Device, accessing the Site, or subscribing to a Cloud Service, you agree to be bound by these Terms, our **Privacy Policy**, our **EULA**, and any product-specific policies referenced herein. If you do not agree, you may not use the Services.

If you are entering into these Terms on behalf of an organization (such as an extension office, NGO, ministry, cooperative, or institution), you represent that you have authority to bind that organization, and “you” refers to both you and that organization.

2. Eligibility and Export Compliance

You must be at least **eighteen (18) years old**, or the age of legal majority in your jurisdiction, to purchase a Device or create an account. Users between 13 and 18 may use a Device only with the supervision and consent of a parent, guardian, or authorized institutional adult.

You represent and warrant that you are not:

- A resident of, or located in, a country or region subject to comprehensive U.S. economic sanctions (including, as of the Effective Date, **Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, Luhansk, Kherson, and Zaporizhzhia regions**);
- Listed on any U.S. government restricted-party list, including the **Specially Designated Nationals and Blocked Persons List** (OFAC SDN List), the **Denied Persons List**, or the **Entity List**; or
- Acquiring the Device for use in the development, production, or use of weapons of mass destruction, missile technology, or any other purpose prohibited under the **U.S. Export Administration Regulations** or the **International Traffic in Arms Regulations**.

FarmerMind reserves the right to refuse or cancel any order that would violate applicable export-control or sanctions laws.

3. Intended Use

The Device is intended for **lawful agricultural, educational, extension, and research use** by smallholder farmers, extension officers, agronomists, institutions, and similar users. The Device is **decision-support equipment**, not a professional replacement for licensed agronomic, veterinary, legal, financial, or environmental advice.

You agree to use the Services:

- In compliance with all applicable laws, regulations, and phytosanitary or agricultural rules of your jurisdiction;
- In a manner that does not interfere with or disrupt the Services or other users;
- Consistent with the Device's technical specifications, operating instructions, and the Quick Start Guide shipped with the Device; and
- Without misrepresentation of the Device's capabilities or outputs.

4. Prohibited Uses

You may **not**:

- **Reverse-engineer, decompile, or disassemble** the Device, Software, firmware, or any cryptographic mechanism, except to the extent this restriction is prohibited by applicable mandatory law;
- **Modify, tamper with, or bypass** the Device's security features, kiosk mode, disk encryption, boot integrity, or update mechanism;
- **Connect unauthorized USB or peripheral devices** to the Device, or attempt to load, execute, or install software, firmware, or data from any source other than a **verified FarmerMind AI USB update** issued or authorized by FarmerMind (see Section 5);

- **Commercially resell, sublicense, rent, lease, or redistribute** the Device, Software, or any part of the Services without FarmerMind's prior written consent, except that authorized resellers and NGO distribution partners may resell or distribute under their written agreement with FarmerMind;
- Use the Services to develop a competing product, benchmark against undisclosed comparators, or train machine-learning models on outputs without written permission;
- Upload, transmit, or generate content that is unlawful, infringing, harassing, fraudulent, or harmful to minors;
- Use the Services to circumvent U.S. or foreign export-control, sanctions, or anti-corruption laws; or
- Remove, alter, or obscure any proprietary notices, labels, serial numbers, FCC IDs, or patent markings on the Device or in the Software.

Violation of this Section is a material breach of these Terms and may result in suspension of Services, voiding of Warranty, and termination of the license granted in the EULA.

5. USB Update Enforcement and System Integrity

The Device is delivered with a **hardened, offline-first security posture**. You acknowledge and agree that:

- The only permitted mechanism for installing Software, firmware, or content updates is a **FarmerMind-verified USB update** that is cryptographically signed by FarmerMind and validated by the Device at install time;
- Attempting to load unsigned, modified, or third-party updates will be rejected by the Device and may render the Device inoperable;
- The Device's **TTY and SSH access are disabled**, the root filesystem is protected by **LUKS full-disk encryption**, and the Device boots in **kiosk mode**. These controls are part of the Device's security model and are not defects;
- Any attempt to bypass these controls (a) is a breach of these Terms, (b) voids the Warranty, (c) terminates your license under the EULA, and (d) may constitute a violation of the **U.S. Digital Millennium Copyright Act**, the **Computer Fraud and Abuse Act**, or equivalent foreign law.

FarmerMind may issue security updates that modify, disable, or replace vulnerable components. You consent to the installation of such updates when you apply any FarmerMind-verified USB update.

6. Accounts, Orders, and Payment

Purchases are completed through the Site using **Stripe** or **Wix Payments**. By placing an order, you represent that the payment method is yours, authorized for the purchase, and not the subject of fraud or chargeback abuse. All prices are listed in the currency indicated at checkout and are exclusive of applicable taxes, duties, customs fees, and shipping charges unless stated otherwise.

FarmerMind reserves the right to limit quantities, refuse orders, correct pricing or specification errors, and cancel orders for any lawful reason, including suspected fraud, sanctions screening, or inventory constraints.

Cloud Services are billed on a subscription basis as described at the point of sale. Subscriptions auto-renew until canceled. You may cancel at any time for any reason; cancellation takes effect at the end of the then-current billing period. We do not provide pro-rated refunds for partial billing periods except where required by law.

7. Shipping, Warranty, and Returns

Shipping, warranty, and returns are governed by our **Shipping Policy**, **Warranty Policy**, and **Refund Policy**, which are incorporated by reference into these Terms. In the event of a conflict between those policies and these Terms, those policies control for matters within their scope.

8. Device Security Responsibilities of User

You are responsible for the physical security of the Device, protection of any passwords or keys you set, and maintaining appropriate environmental conditions for the Device. Our **Device Security Policy** describes your security responsibilities in detail and is incorporated by reference into these Terms.

9. AI Outputs and Decision Support

The Services include AI-generated outputs: agronomic recommendations, crop diagnoses, yield predictions, companion-planting suggestions, price information, weather summaries, post-harvest guidance, and similar outputs (collectively, “**AI Outputs**”). You agree that:

- **AI Outputs are decision support, not guarantees.** Agronomic outcomes depend on local conditions, weather, pests, soil, inputs, and human choices outside FarmerMind’s control.

- **AI Outputs may be incorrect, incomplete, or out of date.** You will independently verify material decisions — especially pesticide application, chemical handling, livestock treatment, and investment choices — with a qualified local expert or extension officer before acting.
- **No professional advice.** AI Outputs do not constitute agronomic, veterinary, medical, legal, tax, or financial advice.
- **Language accuracy.** Translated content (including in **Ewe, Twi, and other low-resource languages**) is reviewed for agronomic accuracy but may contain imperfections. Where a translation and the English original conflict, the English original controls.
- **No bar to real-world judgment.** You remain responsible for every decision made on your farm.

10. Third-Party Data and Integrations

Some Services rely on third-party data, including weather feeds, price feeds, government subsidy databases, and public agronomic datasets. FarmerMind does not control and does not guarantee the accuracy, availability, or timeliness of third-party data. FarmerMind is not responsible for decisions made in reliance on third-party data.

11. Intellectual Property

The Device, Software, Site, Cloud Services, AI Outputs (to the extent protectable), documentation, trademarks (including the FarmerMind AI name, logo, and product names), and all related intellectual property are owned by FarmerMind or its licensors and are protected by U.S. and international patent, copyright, trademark, trade-secret, and other laws. FarmerMind has a **patent pending** (U.S. Provisional No. 64/004,600) covering certain aspects of the Device architecture.

You receive no rights in FarmerMind’s intellectual property other than the limited license in the EULA. Any feedback, suggestions, bug reports, or ideas you submit to FarmerMind may be used by FarmerMind for any purpose without obligation or compensation, subject to our Privacy Policy.

12. Your Content

You may generate, upload, or store content on the Device or submit it to FarmerMind (for example, farm data, photographs for vision diagnostics, support tickets, and feedback) (“**Your Content**”). As between you and FarmerMind, **you retain ownership of Your Content**.

For the limited purpose of providing, securing, and supporting the Services (and, only where you have affirmatively opted in, generating De-identified and Aggregated Data under the

Privacy Policy), you grant FarmerMind a worldwide, non-exclusive, royalty-free license to host, store, reproduce, adapt, and process Your Content. This license ends when Your Content is deleted, except for (a) archived backups retained on a rolling basis and (b) De-identified or Aggregated Data that no longer identifies you.

13. Disclaimers (READ CAREFULLY)

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, DEVICE, SOFTWARE, SITE, CLOUD SERVICES, AND AI OUTPUTS ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. FARMERMIND DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR WILL PRODUCE PARTICULAR AGRONOMIC OUTCOMES.

NOTHING IN THESE TERMS EXCLUDES OR LIMITS LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, INCLUDING LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, FRAUD, OR FRAUDULENT MISREPRESENTATION. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO PARTS OF THIS SECTION MAY NOT APPLY TO YOU. IN THOSE JURISDICTIONS, FARMERMIND’S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

The express limited Warranty in our Warranty Policy is the **sole warranty** FarmerMind provides. The Warranty Policy describes the only remedies available for Device defects.

14. Limitation of Liability (READ CAREFULLY)

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- **FARMERMIND, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, RESELLERS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES**, including loss of crops, yield, profits, revenue, livestock, goodwill, data, or business opportunities, even if advised of the possibility of such damages.

- **FARMERMIND'S TOTAL AGGREGATE LIABILITY** arising out of or relating to these Terms, the Services, or any claim (whether in contract, tort, statute, or otherwise) shall not exceed the **GREATER OF (a) the amount you paid to FarmerMind for the specific Device or Cloud Service that is the subject of the claim during the twelve (12) months preceding the claim, or (b) one hundred U.S. dollars (US\$100).**

These limitations apply notwithstanding the failure of essential purpose of any limited remedy. The parties agree that these limitations are a fundamental basis of the bargain between the parties and that FarmerMind would not provide the Services at the prices offered without them.

15. Indemnification

You agree to indemnify, defend, and hold harmless FarmerMind, its affiliates, and their respective directors, officers, employees, and agents from and against any third-party claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) your breach of these Terms, the EULA, or any product-specific policy; (b) your misuse of the Device or Services; (c) your violation of any law or the rights of any third party; or (d) Your Content.

FarmerMind reserves the right to assume exclusive defense and control of any matter otherwise subject to your indemnification, in which case you will cooperate with FarmerMind's defense.

16. Term, Suspension, and Termination

These Terms remain in effect until terminated. FarmerMind may suspend or terminate your access to the Site, Cloud Services, or any other component of the Services immediately, without notice, if:

- You materially breach these Terms, the EULA, or any product-specific policy;
- FarmerMind is required to do so by law, sanctions, or export-control obligations;
- You engage in fraud, chargeback abuse, or conduct that threatens the security or integrity of the Services; or
- Continued provision of the Service to you becomes commercially or technically impracticable.

You may stop using the Services at any time. Sections that by their nature should survive termination — including Sections 11 (IP), 12 (Your Content license to the extent of retained De-identified Data), 13 (Disclaimers), 14 (Limitation of Liability), 15 (Indemnification), 17 (Governing Law), 18 (Arbitration), and 19 (General) — survive termination.

Termination does not entitle you to a refund except as expressly provided in the Refund Policy or Warranty Policy.

17. Governing Law

These Terms and any non-contractual obligations arising from or connected with them are governed by the laws of the **State of Texas**, U.S.A., without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

18. Binding Arbitration and Class-Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES MOST DISPUTES TO BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION AND WAIVES YOUR RIGHT TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION.

18.1 Scope

You and FarmerMind agree that any dispute, claim, or controversy arising out of or relating to these Terms, the EULA, any product-specific policy, the Services, the Device, the Software, or our relationship (each, a “**Dispute**”) shall be resolved by **binding individual arbitration**, except as expressly stated in Section 18.2.

18.2 Exceptions

The following are **not** subject to arbitration:

- Claims that qualify for **small-claims court** in your jurisdiction, so long as they remain in that court on an individual basis;
- Actions for **injunctive or equitable relief** to protect a party’s intellectual property, trade secrets, or confidential information;
- Any claim for which arbitration is prohibited by applicable mandatory law.

18.3 Informal Dispute Resolution (Required Before Arbitration)

Before filing an arbitration demand, you must send a written notice of Dispute to **info@farmermind.ai**, describing the nature of the Dispute, the relief sought, and your contact information. The parties will attempt to resolve the Dispute informally for **sixty (60) days**. If the Dispute is not resolved, either party may commence arbitration. The limitation period will be tolled during the informal period.

18.4 Arbitration Rules and Forum

Arbitration will be administered by the **American Arbitration Association (“AAA”)** under the **AAA Consumer Arbitration Rules** in effect at the time the demand is filed, as modified by these Terms. The AAA rules are available at **www.adr.org**.

18.5 Arbitrator, Seat, and Conduct

The arbitration will be conducted by a **single neutral arbitrator**. The **seat of arbitration is Bexar County, Texas, U.S.A.** You may appear in person, by telephone, by video conference, or by written submission, at your election. The arbitrator has authority to grant any individual relief that a court could grant, subject to the limitations in these Terms.

18.6 Fees and Costs

FarmerMind will pay all AAA filing, administration, and arbitrator fees for any arbitration in which the amount in dispute does not exceed **US\$10,000**, except where the arbitrator determines your claim is frivolous. For amounts above that threshold, AAA rules govern fee allocation. Each party bears its own attorneys' fees unless the arbitrator awards them under applicable law or AAA rules.

18.7 Class-Action Waiver

YOU AND FARMERMIND EACH AGREE THAT ANY DISPUTE WILL BE BROUGHT IN AN INDIVIDUAL CAPACITY ONLY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. The arbitrator may not consolidate claims of multiple users and may not preside over any form of class or representative proceeding. If this waiver is found unenforceable, the entire arbitration agreement in this Section 18 is null and void, and the Dispute will be resolved in the courts identified in Section 18.10.

18.8 Jury-Trial Waiver

TO THE EXTENT ANY DISPUTE IS PERMITTED TO PROCEED IN COURT, YOU AND FARMERMIND EACH KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL.

18.9 30-Day Right to Opt Out of Arbitration

You may opt out of this Section 18 by sending a written opt-out notice to **info@farmermind.ai** with the subject line "**Arbitration Opt-Out**" within **thirty (30) days** of first accepting these Terms. The notice must include your full name, shipping address, Device serial number (if applicable), and a clear statement that you wish to opt out. Opting out does not affect any other provision of these Terms.

18.10 Court Proceedings for Excepted or Opt-Out Claims

For claims exempted from arbitration under Section 18.2, or for Users who validly opt out under Section 18.9, the parties consent to the exclusive jurisdiction and venue of the **state and federal courts located in Bexar County, Texas, U.S.A.**

18.11 Federal Arbitration Act

This Section 18 is governed by the **Federal Arbitration Act**, 9 U.S.C. §§ 1 et seq.

19. General Provisions

Entire Agreement. These Terms, together with the Privacy Policy, EULA, Warranty Policy, Shipping Policy, Refund Policy, and Device Security Policy, constitute the entire agreement between you and FarmerMind and supersede all prior agreements on the same subject matter.

Severability. If any provision of these Terms is held invalid or unenforceable, that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force.

No Waiver. Failure to enforce any right is not a waiver of that right.

Assignment. You may not assign these Terms without FarmerMind's prior written consent. FarmerMind may assign these Terms, in whole or in part, in connection with a merger, acquisition, financing, or sale of assets, or to any affiliate.

Force Majeure. FarmerMind is not liable for delay or failure to perform caused by events beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, labor disputes, epidemics, pandemics, acts of government, sanctions, carrier failures, or failures of third-party networks, utilities, or supply chains.

Notices. Notices to FarmerMind must be sent to info@farmermind.ai. Notices to you will be sent to the email address associated with your order or account.

No Third-Party Beneficiaries. There are no third-party beneficiaries to these Terms.

Relationship. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between the parties.

Language. These Terms are executed in English. Translations are provided for convenience; in the event of conflict, the English original controls.

Changes to These Terms. We may update these Terms from time to time. Material changes will be notified by (a) posting the updated Terms on the Site with a new "Last Updated" date; (b) for registered account holders and Cloud Services subscribers, email notice at least **thirty (30) days** before changes take effect (except where shorter notice is required for legal, security, or sanctions reasons); and (c) where required by law, obtaining your renewed consent. If you do not agree to a material change, your exclusive remedy is to stop using the Services.

20. How to Contact Us

FarmerMind AI LLC

Email: info@farmermind.ai