

Last modified: 03/06/2024

AGROCONNECT CARIBBEAN

TERMS & CONDITIONS

Effective: 03/06/2024

BUYER

1. Contractual Relationship

These Terms of Use ("Terms") govern the access or use by you, an individual, of applications, websites, content, products, and services (the "Services") made available by Agroconnect Caribbean ("Agroconnect Caribbean") a private business. ***Please read these terms carefully before accessing or using the services.** Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Agroconnect Caribbean. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Agroconnect Caribbean may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason. Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services. Agroconnect Caribbean may amend the Terms related to the Services from time to time. Amendments will be effective upon Agroconnect Caribbean posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service.

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Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended. Agroconnect Caribbean may provide to a claims processor or an insurer any necessary information (including contact information) to resolve the complaint, dispute or conflict between buyers and producers.

2. The Services

The Services constitute an agricultural-based online platform that enables producers (farmers, fishermen, beekeepers, and essential oils producers) and buyers to market and access locally-grown agricultural products. Both parties are able to, courtesy of Agroconnect Caribbean's representatives, negotiate desired prices for locally-grown agricultural products.

LICENSE.

Subject to your compliance with these Terms, Agroconnect Caribbean grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to: (i) access and use the platform and pending Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services.

RESTRICTIONS.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Agroconnect Caribbean; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the

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cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

3. Your Use of the Services

USER ACCOUNTS

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("Account"). Registration on our platform requires you to submit to Agroconnect Caribbean certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid payment method, for example credit card that is required for our Subscription plans. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Agroconnect Caribbean's termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Agroconnect Caribbean in writing, you may only possess one Account.

PURCHASING AGRICULTURAL PRODUCTS

The Service is not available for use by persons under the age of 18. Availability of agricultural products might be impacted by the seasonal nature of each product, increases in demand, climate change, and other farm-related/ production-related challenges. Agroconnect Caribbean will not be held liable for any inconsistencies in the supply and quality of agricultural products produced by producers. Buyers or their representatives are expected to collect in full, the agreed amount of agricultural products ordered from producers.

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Upon indicating their interest in purchasing agricultural products, buyers will undertake negotiations regarding prices and quantity with producers via representatives at Agroconnect Caribbean (buyers are open to negotiate with multiple producers in one sitting). Additionally, buyers are able to submit orders for agricultural products to multiple producers. Subsequently, once an agreement is reached regarding pricing between the two parties (producer and buyer) and product availability is confirmed by producers, buyers will be sent all requisite forms to complete and submit within a stated time-frame.

COLLECTION OF AGRICULTURAL PRODUCTS

Buyers will be notified once harvesting and sorting of desired agricultural products are completed by producers and duly informed by the Agroconnect Caribbean's team of pick-up time(s), date(s), and location(s). In addition, multiple producers may be contacted to fill large orders, or the demand for scarce products. Buyers or their representatives are expected to adhere to all our stated **Safety Guidelines** (listed on website) and exercise good judgement en route to, and while at pick-up locations. Furthermore, buyers or their representatives must adhere to the principles of honesty and respect during their interactions with producers. They should also bring proof of identity (Voter's I.D., Driver's licence, or Passport), their own measuring devices to ensure the accuracy of weight/measurement of products received (no returns or exchange will be facilitated), and packaging material to the pick-up location. While at pick-up location, no gifts or unauthorized personal information (for example, telephone numbers and email addresses) should be exchanged. Furthermore, no additional orders for agricultural products should be made as all orders must be done via our platform. *Buyers or their representatives found in breach of the aforementioned may risk immediate suspension from the platform. BUYERS are expected to collect in full, the agreed upon agricultural products or goods ordered on the schedule dates of delivery. BUYERS or their representatives are expected to **direct full payment**, for agricultural products, in keeping with the agreed-upon rates, to Producers upon receiving agricultural products at the designated delivery locations. BUYERS or their representatives will not be given agricultural products unless full payment for agricultural products is made to Producers. BUYERS are also required to confirm pick-up with the Agroconnect Caribbean team by completing and submitting our Collection Confirmation form on the same day that collection is done. Agroconnect Caribbean will not be held

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liable for any injuries and damages sustained by, or inflicted by buyers or their representatives before, during, and after the collection of agricultural products from producers or their representatives. *Buyers or their representatives should never hesitate to make an alert and contact the police if they ever feel unsafe while conducting business with producers. We will not be held liable if agricultural products are not prepared by producers within scheduled time periods. Additionally, Agroconnect Caribbean will not be held liable for the costs or spoilage associated with agricultural products not collected by buyers within specified time periods. Lastly, Agroconnect Caribbean will not be held liable for allergic reactions, food poisoning, and or death resulting from the consumption or utilization of agricultural products produced and sold by producers and duly purchased by Buyers (*consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase the risk of foodborne illness, especially within individuals with certain medical conditions).

PAYMENT

Buyers interested in partnering with Agroconnect Caribbean and gaining access to locally produced agricultural products are expected to select and pay for (billed monthly) one of our inexpensive subscription plans (Basic, Standard or Premium).

- Basic Plan- Will afford buyers access to one agricultural product category.
- Standard Plan- Will afford buyers access to all agricultural products produced by small-scale producers.
- Premium Plan- Will afford buyers access to all agricultural products produced by large-scale producers.

Additionally, buyers will be expected to pay a small, **non-refundable** service fee of 15% of the total monies for desired agricultural products to Agroconnect Caribbean. This fee must be paid by Buyers before collection of agricultural products is done.

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