

Last modified: 03/06/2024

AGROCONNECT CARIBBEAN

TERMS & CONDITIONS

Effective: 03/06/2024

PRODUCER

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 farmers.

2. The Services

The Services constitute an agricultural-based online platform that enables 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 REGISTRATION

In order to use most aspects of the Services, you must complete and submit our online registration form for and regularly update our 'Agricultural Product Availability' form that can be easily accessed on our website and social media platforms. 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 (when applicable). You agree to maintain accurate, complete, and up-to-date information by periodically updating our 'Change of Information' form. Your failure to maintain accurate, complete, and up-to-date registration information may result in your inability to access and use the Services or Agroconnect Caribbean's termination of these Terms with you.

PREPARING AGRICULTURAL PRODUCTS FOR DELIVERY

The Service is not available for use by persons under the age of 18. Upon indicating their interest in purchasing agricultural products, buyers will undertake negotiations regarding prices with producers via representatives at Agroconnect Caribbean (producers are open to negotiate with multiple buyers in one sitting). Subsequently, once an agreement is reached regarding pricing between the two parties (producer and buyer), product availability and delivery schedule must be confirmed by producers. Producers are able to make multiple deliveries to different buyers.

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Producers must supply, in full, buyers with good quality agricultural products, free from blemishes and decay (please see our **Sorting & Grading** guidelines on our website). Additionally, Agroconnect Caribbean will not be held liable for sub-standard products rejected/refused by buyers. Harvesting, sorting and delivery of agricultural products must be done during the time period agreed upon by producers.

DELIVERING AGRICULTURAL PRODUCTS

Producers or their representatives are expected to deliver in full, the agreed amount of agricultural products ordered by buyers. Agroconnect Caribbean will not be held liable if land being used by producers or agricultural products presented to buyers by producers were acquired illegally. No gifts should be exchanged, or unauthorized personal information, for example, email addresses and telephone numbers disclosed by producers and buyers. All agricultural products orders must be made through our platform. Producers or their representatives found in breach of the aforementioned may risk immediate suspension from our platform. Producers or their representatives are expected to adhere to all our stated **Safety Guidelines** (listed on website) and exercise good judgement while making deliveries to buyers. Furthermore, producers or their representatives must adhere to the principles of honesty and respect during their interactions with buyers/ or their representatives. Producers should ensure that buyers or their representatives present proof of identity (Voter's I.D., Driver's licence, or Passport), before delivery is made and ensure that they use their own measuring devices to ensure the accuracy of the weight/volume/count of products. Furthermore, Producers should have their **receipt books** on-hand to accurately record each transaction between themselves and Buyers and to provide proof of sale between both parties (Producers should provide Buyers with the original copies of receipts from receipt books). Agroconnect Caribbean will not be held liable if agricultural products prepared by producers are not collected by buyers or their representatives at the scheduled dates and times. Agroconnect Caribbean will not be liable for any injuries and damages sustained by, or inflicted by producers or their representatives before, during, and after the delivery of agricultural products to buyers or their representatives. 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 bought by Buyers (*consuming

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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 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 should not be given agricultural products unless full payment for agricultural products is made to Producers.

Producers are expected to double-check payment given to them by buyers or their representatives to ensure that they receive full payment for agricultural products delivered and to safeguard themselves from counterfeit notes and fraudulent electronic activities. Producers should not extend credit to, or accept promises of full or part payment at a later date from buyers or their representatives. Additionally, Producers should provide buyers or their representatives with their **receipts** to provide proof of sale between both parties.

Producers should collect payment for agricultural products delivered in a safe, well-lit, and well-trafficked public area while in the company of a trusted companion. In addition, they should always tell a trusted friend or family member who they are meeting and where they are going. If they ever feel unsafe while dealing with buyers or their representatives, they should not hesitate to make an alert and contact the nearest police station.

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