

Terms of Service

Effective Date: February 1, 2022

Last Updated: February 7, 2022

The web based online services (the “App”) are operated by NRB Technologies Ltd., Inc. (“NRB Technologies Ltd.”). Throughout these Terms of Service (the “Terms”) relating to the App (plantsgalore.app), the terms “we,” “us” and “our” refer to NRB Technologies Ltd., Inc. NRB Technologies Ltd. offers the App, including all information, tools, and services available from the App, to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein. NRB Technologies Ltd., Inc. may offer other products through the App and these Terms shall also apply to the offering, purchase, and/or use of such products.

By using our App, social media pages or profiles, and/or purchasing a product or add-on services (collectively, the “Services”) from us, you agree to be bound by these Terms, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms apply to all users of the App and Services, including, without limitation, visitors, customers, distributors, advertisers, and/or contributors of content. These Terms apply to all Services and any other offerings provided by us. The Services include without limitation, the provision of information content about individual plants and plant science generally and certain features and functionalities that provide personalized recommendations and information about users’ plants.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF HEREIN, THEN YOU MAY NOT ACCESS, USE OR DOWNLOAD THE APP, PURCHASE PRODUCTS OR SERVICES FROM NRB Technologies Ltd., INC., OR USE ANY SERVICES, AND YOU MUST DELETE THE DOWNLOADED APP FROM YOUR DEVICE(S) TO THE EXTENT ALREADY DOWNLOADED.

Any new features, products, or tools which are added to the App shall also be subject to the Terms. You can review the most current version of the Terms at any time at <https://plantsgalore.app/terms>. We reserve the right to update, change or replace any part of these Terms by posting updates and/or changes to our App, without notice to you. It is your responsibility to check these Terms periodically for changes. Your continued use of or access to the App following the posting of any changes constitutes acceptance of those changes. Your use of the App is a privilege and we reserve the right to deny, cancel, or suspend your use of the App for any reason in our sole discretion.

Our App may be hosted by a third party. You may be subject to additional terms and conditions governing your use, rights, and obligations with respect to any third-party hosting provider. We are not responsible for any acts or omissions by any third-party hosting provider or any damages, losses, liabilities, costs, or expenses incurred by you as a result of such acts or omissions. Your rights and remedies pertaining to activities or services provided by such third-party hosting provider shall be solely directed to Amazon Web Services.

1. ACCEPTANCE OF TERMS

By agreeing to these Terms, you represent that you are at least the age of majority in your state, province, or jurisdiction of residence. You may not use our Services for any illegal or unauthorized purpose nor may you, in the use of the Services, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms, viruses, malware, or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of the Services. Failure by us to terminate your use of the Services immediately in the event of such breach shall not be deemed a waiver of our right to terminate your use of the Services at any time.

2. GENERAL CONDITIONS

We reserve the right to refuse to provide Services to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. Our use, if any, of your credit card information is additionally subject to our Privacy Policy (link below). The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

3. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on the App is not accurate, complete or current. The material on the App is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the App is at your own risk. The App may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the App at any time, but we have no obligation to update any information on any such App. You agree that it is your responsibility to monitor changes to the App visited, downloaded, or otherwise used by you.

4. MODIFICATIONS TO THE APP AND PRICES

Prices for our App and other offerings are subject to change without notice. We reserve the right at any time to modify or discontinue the Services (or any part or content thereof) without notice

at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Services or offerings.

5. SERVICES AND OTHER OFFERINGS

We do not warrant that the quality of the App will meet your expectations, be error or defect-free, or that any errors or defects of any part of the App will be corrected or that we will, or have any obligation to, make any effort to cure any error or defect. Subject to your compliance with these Terms and remittance of amounts owed for any one-time or ongoing subscription fees charged to download or use the App, as we may require at any time in our sole discretion, we grant to you a limited non-exclusive, non-transferable, revocable license, with no right to sublicense, to download and install a copy of the App on a mobile device, tablet, or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to multiple users through any means. We reserve all rights in and to the App not expressly granted to you under these Terms. We may require payment for your use of the App following download or installation and/or use thereof by you. In such event, if you do not pay amounts required by us, you are in breach of these Terms and must delete and cease use of the App.

6. OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We hereby disclaim any and all liability whatsoever arising from or relating to your use of any third-party tools. Any use by you of optional tools or of any other third-party tools offered through the App is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms governing your use of such tools and the conditions upon which such tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the App (including, the release of new tools and resources). Such new features and/or services shall also automatically be subject to these Terms.

7. THIRD-PARTY LINKS

Certain content, products and services available via our Services may include materials, products, information, services, images, content, offerings, promotions, discounts, sweepstakes, or advertisements from third-parties (“Third-Party Content”). Third-party links on this site may

direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content, completeness, or accuracy of such Third-Party Content and we do not warrant and will not have any liability or responsibility for any Third-Party Content, third-party materials, applications, tools, or websites, or for any other materials, content, tools, products, or services of any third-party. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the applicable third-party's policies and practices and make sure you understand them before you engage in any transaction or use any of their products or services. Complaints, claims, concerns, or questions regarding Third-Party Content and any other third-party resources, transactions, materials, goods, or services should be directed solely to the applicable third-party.

8. USER COMMENTS, FEEDBACK, AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send, post or upload creative ideas, suggestions, proposals, testimonials, photos, images, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us, including any photos containing your name or likeness, trademarks, copyrighted materials, or other intellectual property owned or licensed by you or a third party under your control. We have no obligation to (1) maintain any Comments in confidence; (2) pay compensation for any Comments; or (3) respond to any Comments. We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. You agree that your Comments will not violate any right of any third-party, including copyright, trademark, privacy, right of publicity, personality or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services, or harm or damage any third-party, third-party property, or third-party rights. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Comments, content, feedback, materials, inquiries, or submissions. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any Comments posted by you or any third-party.

As between NRB Technologies Ltd. and you, you represent that you own (or have all rights necessary to grant NRB Technologies Ltd. the rights below to) all Comments that you post, provide or submit to or through the App, and that NRB Technologies Ltd. will not need to obtain licenses from any third party or pay royalties to any third-party to use in any way such Comments. By posting, providing or otherwise making available any Comments through the

App, you hereby expressly grant NRB Technologies Ltd. a worldwide, perpetual, irrevocable, non-exclusive, sublicensable, transferable (by or at the direction of NRB Technologies Ltd.), royalty-free license and right to use, copy, transmit, distribute, publicly perform and display (through any media now known or later created or used), edit, modify, and make derivative works from your Comments for any purpose whatsoever, commercial or otherwise, without compensation to you. By posting, providing or otherwise making available any Comments through the App, you waive all “moral rights” or rights of privacy or publicity in your Comments. Unless otherwise noted or unless other options are made available through the App, you further grant all users of the Services (and in particular, the App) permission to view your Comments for their personal, non-commercial purposes. You may be able to remove your Comments from the App by specifically deleting them. However, doing so will not void or eliminate the license you have granted to NRB Technologies Ltd. herein in connection with such Comments.

9. PERSONAL INFORMATION

Your submission and our use of personal information through the Services is governed by our Privacy Policy. To view our Privacy Policy please visit <https://plantsgalore.app/privacy>. We reserve the right to use your information to send you marketing and promotional materials relating to the Services or provide such information to third parties to conduct such activities on our behalf, provided that you will have the ability to opt-out from receiving such materials and communications. In order for us to sell or supply your information to third parties for their use of your information to promote and market their products and services to you, we must receive your consent or you must “opt-in”.

10. ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on either the App or otherwise provided or obtained through the Services that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct at any time any errors, inaccuracies or omissions, and to change or update information or on any related website is inaccurate without prior notice to you (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Services or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services or on any related website has been modified or updated.

11. PROHIBITED USES

In addition to other prohibitions as set forth in the Terms, you are prohibited from using the App, Services, or content provided thereon or obtained therefrom: (a) for any unlawful purpose; (b) to

solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Services or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Services or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Services or any related website for violating any of the prohibited uses. You agree not to reproduce, duplicate, copy, sell, reverse-engineer, modify, improve, resell or exploit any portion of the Services or App, use of the Services, or access to the Services, without the express written permission by us in each such instance. You may not use the Services, App, or these Terms for research, development, or due diligence purposes with respect to any venture, business, or commercial purpose competitive with us. If you violate the restrictions set forth in the two preceding sentences, you agree to pay all costs and expenses (including reasonable attorneys' fees and costs) incurred by us in seeking injunctive relief against you, any damages or losses, and any and all proceeds or valuable consideration received by you or a third-party, resulting from your breach of such restrictions. In addition, we reserve the right to terminate your use of any or all Services and App as a result of such breach. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; (ii) you are not listed on any U.S. Government list of prohibited or restricted parties; (iii) you are not an individual, or associated with an entity, designated under the UK's Terrorist Asset-Freezing etc. Act 2010 (TAFSA 2010); and (iv) you are not otherwise subject to or affected in any way by any national security or terrorism related rules whether applicable to you personally or to your location or other circumstances. You must also comply with all applicable third-party terms of service when using the Services or App.

12. INTELLECTUAL PROPERTY

The Company owns any and all intellectual property rights relating to the "NRB Technologies Ltd.", "plantsgalore", or "NRB Technologies Ltd." brand, trade name, trade dress, and other content including: copyright, trademark, service mark, trade name, trade dress, proprietary logo, insignia, business identifier, and other text and graphics that has or provides the "look and feel" of the App brand image, as well as all of the content, including the text, graphics, programming, photographs, video and audio contained in the App (the "Intellectual Property"). Your use of the App does not grant you any rights or licenses relating to the Intellectual Property, except as expressly provided for in these Terms. None of the Intellectual Property may be used, reproduced, published, transmitted, distributed, displayed, performed, exhibited, modified, used to create derivative works, sold, re-sold or used in any sale, or exploited for in any way, in whole

or in part, except as provided for herein, unless you obtain our prior written consent. You may not reproduce, modify, display, sell, or distribute the Intellectual Property, or use it in any other way for public or commercial purposes. These limitations include copying or adapting any HTML, object, or source code used to generate the interfaces or pages on the App, as well as any Graphics or Programming. All other Content, including product names, names of services, trademarks, service marks and other intellectual property is the property of its respective owner, as indicated, and may only be used as permitted.

Procedure for Making and Responding to Claims of Copyright Infringement.

We will respond to claims of copyright infringement, and will promptly process and investigate notices of alleged infringement by third-parties and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”), Title 17, United States Code, Section 512(c)(2), where applicable. In keeping with the DMCA, notifications of claimed copyright infringement by third parties should be sent to NRB Technologies Ltd.’ designated agent (the “Designated Agent”). If you believe that your copyrighted work has been infringed under U.S. copyright law and is accessible on the Platforms, please notify us by contacting the Designated Agent. To give effective notification of a claim of copyright infringement by a third-party under the DMCA, you must send a written communication to the Designated Agent that includes substantially the following: (1) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (2) identification of the copyrighted work, or, if multiple copyrighted works are covered by a single notification, a representative list of such works that are claimed to have been infringed; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material on the App; (4) information reasonably sufficient to permit the App to contact the complaining party, such as an address or telephone number, and, if available, an e-mail address at which the complaining party may be contacted; (5) a statement that the complaining party has a good-faith belief that neither the copyright owner, nor its agent nor the law has authorized the use of the material in the manner complained of; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

The Designated Agent for notice of claims of copyright infringement can be reached at:

NRB Technologies Ltd.

support@plantsgalore.app

Attn: Designated Copyright Agent

support@plantsgalore.app

If a valid notification of alleged copyright infringement is received, we will remove or disable access to the material identified in the notice as being infringing or as being the subject of infringing activity, and take reasonable steps to notify the alleged infringer that this material has removed or had access disabled. Please note that under the DMCA, an alleged infringer has the right to submit a counter-notice to have the allegedly infringing material re-published on the App. Should that occur, you will receive notification from us and, should you wish to have the material

subsequently removed, you will be required to file a copyright infringement claim in a U.S. federal court.

Additionally, a claimant who makes a misrepresentation concerning copyright infringement may be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer who is injured by the misrepresentation as a result of reliance upon the misrepresentation by us in removing or disabling access to the material or activity claimed to be infringing or in replacing the removed material or ceasing to disable access to it.

13. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our App will be uninterrupted, timely, secure, defect, or error-free. We do not warrant that the results that may be obtained from the use of the App will be accurate, complete, available, or reliable. You agree that from time to time we may remove the App for indefinite periods of time or cancel the Services at any time, without notice to you. You expressly agree that your use of, or inability to use, the App is at your sole risk. The App, including all products and services delivered to you through the App are (except as expressly stated by us) provided 'as is' and 'as available' for your personal use, without any representations, warranties or conditions of any kind and we hereby disclaim any and all representations, warranties, and conditions, either express or implied, including without limitation all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular use or purpose, durability, title, and non-infringement. In no case shall NRB Technologies Ltd. our members, managers, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable to you or any third-party for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the App or any products procured using any App, or for any other claim related in any way to your use of the App, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any App, content, or product posted, transmitted, sold, offered, delivered, or otherwise made available via any App, even if you foresee or are advised in advance of the possibility such damages or liabilities may arise. Because some states or jurisdictions do not allow the exclusion, disclaimer, or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by applicable law.

14. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted

by applicable law. If such provision cannot be enforced to the fullest extent permitted by applicable law, the unenforceable portion shall be deemed to be severed from these Terms and such determination shall not affect the validity and enforceability of any other remaining provisions.

15. TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms are effective unless and until terminated by either you or us. You may terminate these Terms at any time by notifying us that you no longer wish to use our App, or when you cease using our App. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our App (or any part thereof).

16. ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us on the App constitutes the entire agreement and understanding between you and us and govern your use of the App, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

17. GOVERNING LAW

These Terms and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflicts of laws principles. You agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. YOU HEREBY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY CLAIM.

All controversies, claims, counterclaims, or other disputes arising between you and NRB Technologies Ltd. relating to these Terms and the App (each a "Claim") shall be submitted for binding arbitration in accordance with the Rules of the American Arbitration Association ("AAA Rules"). The arbitration will be heard and determined by a single arbitrator. You agree that any such arbitration is subject to the exclusive jurisdiction of Delaware and shall be held in such State. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of

it (including, without limitation, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

This arbitration agreement does not preclude you or NRB Technologies Ltd. from seeking equitable relief in state or federal court. You hereby agree to be subject to the jurisdiction of the state and federal courts of the State of Delaware for all such actions or proceedings.

YOU HEREBY WAIVE YOUR RIGHT TO ACT AS A CLASS REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL, AND TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, WITH RESPECT TO ANY CLAIM. CLAIMS MAY NOT BE ARBITRATED OR LITIGATED ON A CLASS OR REPRESENTATIVE BASIS. THE ARBITRATOR CAN DECIDE ONLY YOUR INDIVIDUAL CLAIMS. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

If any provision of this section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this section shall continue in full force and effect. No waiver of any provision of this section of the Terms will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Terms. This section will survive the termination of your relationship with NRB Technologies Ltd..

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

In the event we prevail in any dispute with you relating to the activities between you and us governed by this Agreement, you shall reimburse us for all reasonable attorneys' fees, experts' and professionals' fees, costs, and expenses incurred by us in connection with such dispute.

18. CHANGES TO TERMS

You can review the most current version of the Terms at any time at <https://plantsgalore.app/terms>. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our App. It is your responsibility to check our App periodically for changes. Your continued use of or access to our App or the Services following the posting of any changes to these Terms constitutes acceptance of those changes.

19. CONTACT INFORMATION

Questions about the Terms should be sent to us at support@plantsgalore.app