

Talon Supply Chain Management General Use Terms & Conditions (General Use)

These Terms & Conditions ("Terms") govern your use of the Talon platform ("Platform") developed and operated by Farmz2u ("Farmz2u"). By accessing or using the Platform, you ("User") agree to be bound by these Terms.

1. Services Offered

Talon is a cloud-based supply chain management tool designed to connect agricultural producers ("Suppliers") with buyers ("Buyers") in a transparent and efficient manner. The platform facilitates activities such as:

- Sourcing and procurement of agricultural produce
- Order and contract management
- Inventory tracking and visibility
- Communication and collaboration tools
- **Optional:** Secure collateral management service (see Section 8)

2. User Accounts

To access the full functionality of the Platform, Users may need to create an account. You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

3. User Responsibilities

- Users are responsible for providing accurate and complete information during registration and profile creation.
- Users agree to comply with all applicable laws and regulations while using the Platform.
- Users are prohibited from engaging in any activity that disrupts or interferes with the functionality of the Platform.
- Users are responsible for fulfilling their obligations under any contracts entered into on the Platform.

4. Content Ownership

Users retain ownership of any content they upload to the Platform. However, by uploading content, you grant Farmz2u a non-exclusive license to use, reproduce, modify, publish, and distribute such content for the purpose of operating the Platform.

5. Fees and Charges

Farmz2u may offer various subscription plans with different features and pricing. Transaction-based fees may also apply. Current pricing information will be displayed on the Platform.

6. Disclaimer of Warranties

Farmz2u provides the Platform "as is" and without warranties of any kind, express or implied. Farmz2u disclaims all warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement.

7. Limitation of Liability

Farmz2u will not be liable for any damages arising from your use of the Platform, including but not limited to, direct, indirect, incidental, consequential, or punitive damages.

8. Optional Collateral Management Service

The Platform may offer an optional secure collateral management service facilitated by a licensed and regulated third-party provider ("Collateral Manager").

- Users opting for the service agree to be bound by a separate tripartite agreement with Farmz2u and the Collateral Manager.
- The tripartite agreement will outline the specific terms and conditions for collateral handling, dispute resolution, and associated fees.

9. Intellectual Property

The Platform and all its content, including trademarks, copyrights, and patents, are the property of Farmz2u or its licensors. You are not granted any rights to use this intellectual property other than as permitted by these Terms.

10. Termination

Farmz2u may terminate your access to the Platform at any time and for any reason, with or without notice. You may also terminate your account at any time.

11. Governing Law and Dispute Resolution

These Terms and your use of the Platform will be governed by and construed in accordance with the laws of England and Wales. Any dispute arising out of or relating to these Terms or your use of the Platform will be settled through binding arbitration in accordance with the rules of the London Court of International Arbitration (LCIA).

12. Entire Agreement

These Terms constitute the entire agreement between you and Farmz2u regarding your use of the Platform and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

13. Amendment

Farmz2u reserves the right to amend these Terms at any time by posting the amended terms on the Platform. You are responsible for regularly reviewing these Terms. Your continued use of the Platform following the posting of amended Terms constitutes your acceptance of the amendments.

14. Severability

If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall remain in full force and effect.

15. Contact Us

If you have any questions about these Terms, please contact us at admin@farmz2u.com.
