



## **SoilOptix<sup>®</sup> Inc Terms of Service and Privacy Policy**

### SOILOPTIX TERMS AND SERVICE

#### 1. Terms

By accessing the website at <http://www.soiloptix.com>, you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

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- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by SoilOptix Inc at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

#### 3. Disclaimer

The materials on SoilOptix Inc's website are provided on an 'as is' basis. SoilOptix Inc makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, SoilOptix Inc does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

#### 4. Limitations

In no event shall SoilOptix Inc or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the

use or inability to use the materials on SoilOptix Inc's website, even if SoilOptix Inc or a SoilOptix Inc authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

#### 5. Accuracy of materials

The materials appearing on SoilOptix Inc's website could include technical, typographical, or photographic errors. SoilOptix Inc does not warrant that any of the materials on its website are accurate, complete or current. SoilOptix Inc may make changes to the materials contained on its website at any time without notice. However, SoilOptix Inc does not make any commitment to update the materials.

#### 6. Links

SoilOptix Inc has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by SoilOptix Inc of the site. Use of any such linked website is at the user's own risk.

#### 7. Modifications

SoilOptix Inc may revise these terms of service for its website at any time without notice. By using this website, you are agreeing to be bound by the then current version of these terms of service.

#### 8. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Ontario (CA) and you irrevocably submit to the exclusive jurisdiction of the courts in that Location.

### SOILOPTIX PRIVACY POLICY

Last updated: 31 January 2019

SoilOptix Inc. provides precision agriculture products and services to service providers ("our customers" or "you") in support of their own services to their clients ("your clients"). SoilOptix Inc. values the security and privacy of the information that our customers choose to share with us through the purchase and use of our products and services (collectively the "SoilOptix Services"). This privacy policy outlines the policies and procedures followed by SoilOptix for information collected, how we use it and the steps we take to ensure that it is protected (the "Privacy Policy").

The SoilOptix Services are provided to you by SoilOptix Inc. ("us" or "we" or "our"), either alone or in conjunction with our partners, service providers, licensees or other affiliates.

This Privacy Policy governs your use of the SoilOptix Services, regardless of how you access them, and by using SoilOptix Services you consent to the collection, transfer, processing, storage, disclosure and other uses described in this Privacy Policy regarding all of the different forms of data and information we may collect from you in the course of providing SoilOptix Services to you (collectively "Your Information").

Please read this Privacy Policy carefully. Your use of any part of the SoilOptix Services will constitute your agreement to this Privacy Policy. If you cannot agree with the terms and conditions of this Privacy Policy, please do not use the SoilOptix Services.

We reserve the right to modify this Privacy Policy at any time. If we make material changes to this Privacy Policy or if we change our email practices, we will notify you here, by email, or by means of a notice on our home page.

The SoilOptix Services are owned, operated and maintained by:

**SoilOptix Inc.**  
**P.O. Box 1080**  
**597112 Hwy 59**  
**Tavistock, ON.**  
**N0B2R0**

**(519)902-SOIL(7645)**  
[info@soiloptix.com](mailto:info@soiloptix.com)

## DEFINITIONS

**Field Data:** information pertaining to the composition and other attributes of the top soil in a particular field, collected by you using a SoilOptix Sensor and provided to SoilOptix to enable us to provide you with the SoilOptix Services and Products. Our collection and use of Field Data is also governed by our Data Use Policy which may be found at: [www.soiloptix.com](http://www.soiloptix.com) and should be read together with this Privacy Policy.

**Personal Information:** information that may be used to readily identify or contact an individual person, such as: name, address, email address, or phone number. Personal Information does not include information that has been anonymized such that it does not allow for the ready identification of specific individuals.

**Products:** High-definition interactive top soil maps.

**SoilOptix Sensor:** a customized gamma ray sensing device with which we have provided you in order to collect Field Data.

SoilOptix Services: Data processing services performed using Field Data provided by you to us to create Products.

## FIELD DATA OWNERSHIP

We presume that either you or your client owns the Field Data and any other information and data that you provide to us when you engage us to perform the SoilOptix Services (“Your Information”). Your Information remains yours (or your clients’) even after you provide it to us. We do not claim any ownership interest in Your Information. That means that as between you and us, Your Information remains yours (or your clients’) even after you provide it to us. By providing Your Information, you represent that you have the right to share it with us, in particular, any part of it that belongs to your clients or any other third party, and to allow us to use and disclose it as explained in this Privacy Policy and our Data Use Policy, which can be found at [www.soiloptix.com](http://www.soiloptix.com)

## INFORMATION WE COLLECT FROM YOU

### Personal information

SoilOptix does not collect Personal Information from you or your clients, except as required to identify and complete specific orders for SoilOptix Services.

### Field Data

Using the SoilOptix Sensors, you will collect raw data from your clients’ field(s) and send it back to us so that we can provide you with the SoilOptix Services. This information will include details of the nature of the topsoil pertaining to texture, macro-nutrients, micro-nutrients, density, conductivity, hydration, and elevation. GPS coordinates of the field will be included in Field Data.

## HOW WE MAY USE AND SHARE YOUR INFORMATION

We may use Your Information:

- to deliver, administer and enhance SoilOptix Services products and services that you purchase or use (“Your Products”),
- to communicate with you about SoilOptix Services products and services, subject to your right to opt out at any time,
- or for other purposes to which you expressly consent.

Other than for those permitted uses, we will not share Your Information:

- with any governmental entities, unless compelled or legally required, in our judgment, to

- do so;
- or with others without your consent, except with Service Providers.

"Service Providers" are the companies and consultants that we work with to support our SoilOptix Services to provide services for us or as required by law.

### Aggregated Information

"Aggregated Information" is a combination and analysis of information from multiple sources that helps identify or creates trends, benchmarks, summary metrics, or predictive algorithms, provided that we take reasonable steps to prevent a specific individual or the individual's data from being identified. We may create Aggregated Information from information that other customers choose to share with us, along with Your Information.

We may use Aggregated Information:

- to deliver, administer, develop and enhance SoilOptix Services products and services;
- for research and development activities;
- to enable general marketing and advertising statements about our products and services; and
- for other purposes to which you expressly consent.

We may also use or share Your Information or Aggregated Information as we believe to be necessary or appropriate:

- to comply with applicable laws or legal process; and
- to protect our legal rights, such as pursuing available remedies or limiting the damages we may sustain.

### Marketing and Advertising

How we may use Your Information for marketing and advertising.

We will not use Your Information to promote or advertise any third party's products or services without your consent. If you provide consent, then you may opt out at any time.

We may use Your Information to communicate with you about our products and services, subject to your right to opt out as explained below.

Opting out of marketing communications.

You may opt out of receiving SoilOptix Services paper marketing communications by contacting our Customer Support Centre at [info@soiloptix.com](mailto:info@soiloptix.com). You may opt out of receiving SoilOptix Services marketing emails by following the instructions in the email you receive. Please note that we may still send you important administrative messages related to your use of Your Products, from which you cannot opt out.

## CHOICES AND ACCESS

### Ability to delete Your Information

We intend to give you the ability to delete any of Your Information and accounts for SoilOptix Services products and services at any point, and our intention is that once you make the request and we have acted on it, Your Information will no longer be available to us as described in this Privacy Policy. Any such data will, however, be preserved in a restricted archive in the event that you wish to request the data in the future. We will permanently delete the data after approximately twelve (12) months of the deletion request, although we will permanently delete the data sooner if you ask us to do so.

There are some limitations on your ability to have Your Information deleted. Specifically, you will not be able to delete Your Information that:

- has been incorporated into Aggregated Information; or
- we are using to support your use of Your Products at the time you ask to have it deleted.

In addition, we may not delete certain information if retaining it is, in our reasonable judgment, necessary or appropriate: (i) to comply with applicable laws or legal process or (ii) to protect our legal rights, such as pursuing available remedies or limiting the damages we may sustain.

Also, please note that if we have information available to us from sources other than your submissions through the SoilOptix Services, the fact that you request deletion of information you submitted may not mean that all matching information from other sources will also be deleted.

If you would like to ask us to delete Your Information (aside from the deletion exceptions above), you may contact us by email at [info@soiloptix.com](mailto:info@soiloptix.com). In your request, please specify clearly the information you would like to have deleted. For your protection, we may only implement requests with respect to the information associated with the particular email address that you use to send us your request, and we may choose to take other steps to verify your identity before implementing your request. We will try to comply with your request as soon as reasonably practicable.

## DATA SECURITY

We use reasonable organizational, technical and administrative measures to protect Your Information. If you have reason to believe that your interaction with us is no longer secure, please immediately notify us in accordance with the "Contacting Us" section below.

To protect your privacy and security, we take certain steps designed to verify your identity before granting customer account access. You are responsible for maintaining the secrecy of your unique password and account information at all times and for any transactions performed from that account.

## CROSS-BORDER TRANSFER AND INTERNATIONAL USERS

The SoilOptix Services are controlled and operated by us from Canada, and are not intended to subject us to the laws or jurisdiction of any state, country or territory other than Canada. Your Information may be stored and processed in any country where we have facilities or in which we engage service providers, and by using the SoilOptix Services, you consent to the transfer of information to countries outside of your country of residence, including Canada and the United States, which may have different data protection rules than those of your country.

## THIRD PARTY SERVICES AND USER-GENERATED CONTENT

This Privacy Policy does not address, and we are not responsible for the information collection, use, disclosure or security policies or practices by, the information provided by, or other practices of any third party.

We are not responsible for the information, including personally identifiable information, that you submit in any user-generated content services, such as posting a question, answer, or blog on any public facing portion of the SoilOptix Services. Any personally identifiable information you submit there can be read, collected, or used by other users and could be used to send you unsolicited messages.

The inclusion of a link on our website ([www.soiloptix.com](http://www.soiloptix.com)) does not imply endorsement of the linked site or service by us.

## UPDATES TO THIS PRIVACY POLICY

We may change this Privacy Policy. The "Last Updated" legend at the top of this page indicates when this Privacy Policy was last revised. Any changes to this Privacy Policy will become effective when we post or distribute the revised Privacy Policy. Your use of the SoilOptix Services following these changes means that you accept the revised Privacy Policy.

## CONTACTING US

If you have any questions about this Privacy Policy, please contact us:

**SoilOptix Inc.**  
**P.O. Box 1080**  
**597112 Hwy 59**  
**Tavistock, ON.**  
**N0B2R0**

**(519)902-SOIL(7645)**  
**[info@soiloptix.com](mailto:info@soiloptix.com)**

Because email communications are not always secure, please do not include credit card information or other sensitive information in your emails to us.