



## OPENFIELD.AI TERMS OF USE

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**WELCOME TO OPENFIELD.AI. PLEASE READ THESE TERMS OF USE CAREFULLY BECAUSE THEY DESCRIBE YOUR RIGHTS AND RESPONSIBILITIES AND CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND OPENFIELDS CO. REGARDING YOUR USE OF OUR OPENFIELD.AI WEB SITE.**

These are official terms and conditions ("Terms of Use") and form a legally binding agreement between you and OpenField Co. ("OpenField", "we", "us", or "our") regarding your use of the openfield.ai Web site located at <https://openfield.ai/>, as well as the associated Web pages, features and functions made available by OpenField (individually and collectively, the "Site").

YOU AGREE TO READ THESE TERMS OF USE CAREFULLY EVERY TIME YOU USE THE SITE.

The Site is offered and made available only to users 18 years of age or older or have reached the age of majority in the jurisdiction in which you live or reside. If you are not yet 18 years old or not have reached the age of majority in the jurisdiction in which you live or reside, you must have a parent or guardian's permission to view the Site. Moreover, if your use of the Site is prohibited or restricted in any way by the laws, regulations or other governmental requirements of the jurisdiction in which you live or reside, or if, for any reason and at any time, you do not agree with all of the terms and conditions contained in these Terms of Use, please discontinue using the Site immediately. **BY ACCESSING THE SITE: (I) YOU CERTIFY THAT YOU ARE AT LEAST 18 YEARS OF AGE OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU LIVE OR RESIDE OR HAVE A PARENT'S OR GUARDIAN'S PERMISSION TO ACCESS THE SITE AND (II) YOU UNDERSTAND, ACKNOWLEDGE AND AGREE TO BE BOUND BY THESE TERMS OF USE. YOUR REMEDY FOR DISSATISFACTION WITH THE SITE, OR ANY SERVICES, CONTENT OR OTHER INFORMATION AVAILABLE ON OR THROUGH THE SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR SERVICES OR CONTENT. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR ACCESSING THE SITE.**

When we use the term "Agreement" we mean and are referring to these Terms of Use, as well as any additional terms and conditions that apply to and govern your use of the features, functions and services we make available to you from time to time through the Site. These Terms of Use and our use of the term "Agreement" also includes our Privacy Policy that can be accessed through a link on the Site's home page. The Privacy Policy is hereby incorporated into our Agreement with you by this reference and this Agreement will remain in full force and effect as long as you are a user of the Site.

The words "use" or "using" in this Agreement, means any time an individual (a "user"), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with, use, display, view, print or copy from the Site, receive data from the Site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Site, for any purpose whatsoever. This Agreement does not cover your rights or responsibilities with respect to

third party content or any links on the Site that may direct your browser or your connection to third party Web sites or Web pages.

## **1. GENERAL USE OF THE SITE.**

The Site is available to users in the general public without registering and you may visit and browse the Site without charge or obligation; provided, however, we reserve the right in our sole discretion to make changes, limit or restrict any portion of the Site at any time and from time to time, without notice to you.

## **2. MODIFICATIONS.**

These Terms of Use are effective as of August 1, 2020. We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms of this Agreement without any liability or obligation to you, with or without notice. We will post or display notices of material changes on the Site. Once we post them on the Site, these changes become effective immediately and if you use the Site after they become effective it will signify your agreement to be bound by the changes. You acknowledge and agree that it is your responsibility to review the Site and these Terms of Use periodically and to be aware of any modifications or revisions. You should check back frequently and review the terms and conditions of this Agreement regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.


## **3. OWNERSHIP AND PROPRIETARY RIGHTS.**

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#### **4. DISCLAIMER AND LIMITATIONS OF LIABILITY.**

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YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE SITE, OPENFIELD OR, ANY OF OUR AFFILIATES, OR OUR RESPECTIVE SUCCESSORS AND ASSIGNS, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, LICENSORS, OPERATIONAL SERVICE PROVIDERS, ADVERTISERS, OR SUPPLIERS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, OF ANY KIND IN CONNECTION WITH OR ARISING FROM USE OF THE SITE OR FROM THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES.

#### **5. INTERNATIONAL USE.**

Although the Site may be accessible worldwide, we make no representation that materials thereon are lawful, appropriate or available for use in locations outside the United States of America, and accessing them from territories where its content is illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with all local laws. Any offer for any product, service, and/or information made in connection with the Site is void where prohibited.

#### **6. MISCELLANEOUS TERMS.**

Without limitation, this Agreement contains the entire understanding and agreement between you and OpenField and supersedes any and all prior, inconsistent or other understandings relating to the Site and your use of the Site. This Agreement cannot be modified, changed or terminated, except as specifically described herein.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, this will not affect any other provisions herein and this Agreement will be deemed amended to the extent necessary to make it legal, valid and enforceable. Any provision which must survive in order to allow us to enforce its meaning shall survive termination of this Agreement; provided, however, you agree that no action arising out of this Agreement or your use of the Site, regardless of form or the basis of the claim, may be brought by you more than one year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose).

This Agreement and your use of the Site shall be governed by, construed and enforced in accordance with the substantive laws of the State of California applicable to contracts made, executed and wholly performed in that State, and, for the purposes of any and all legal or equitable actions, you specifically agree and submit to the exclusive jurisdiction and venue of the applicable State and Federal Courts situated in California and expressly waive any objection to such jurisdiction or venue on the grounds of lack of personal jurisdiction, forum non conveniens or otherwise; provided, however, that notwithstanding the foregoing, you agree that OpenField has the sole right and discretion to commence and prosecute an action against you in connection with this Agreement, in your home jurisdiction.

IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THIS AGREEMENT, YOUR USE OF THE SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE TO THE MAXIMUM EXTENT OF THE LAW ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Where text requires, words in the singular shall be deemed to include the plural and vice-versa, and words of any gender shall be deemed to include all genders.