

26.1.2018

PRIVACY POLICY AND TERMS OF USE

We warmly welcome you as a user of GrainSense services.

GainSense has developed and/or licensed the GrainSense system, and manufactures and/or sells GrainSense services that include a product which enables customers to measure and analyse the quality of organic material (e.g. grain) with a hand held measurement device ("Device") and through a cloud based software provided by GrainSense ("Services").

By accepting the collection and processing of personal data you enable us to provide you with the Services and help us ensure that you are able to use all the functions of the Services.

- I have read and agree to the Terms of Use and Privacy Policy.
- I understand that some features of the Services require the collection of my location data. I consent to the collection and use of location data as described in this Privacy Policy.
- I consent to GrainSense to sending me marketing, advertising and promotional information by email.

These Terms of Use shall be applied to any and all deliveries of GrainSense products and software executed between you and GrainSense Oy, a company existing under the laws of Finland, having its address at (Teknologiantie 7 B, 90590 OULU) ("GrainSense") or any of GrainSenses, representatives, resellers or other distributors ("Partner").

1 PRIVACY POLICY

1.1 Data file and Data Controller

GrainSense, as data controller, is committed to protect your privacy. This policy informs you of our privacy practices and the way your personal information is collected in connection with providing the Services.

GrainSense respects the privacy and interests of each customer and will process your information in accordance with data protection laws.

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1.2

Types of information we process

GrainSense collects personal data both directly from you (e.g. through the user profile page) and from the use of the Device (e.g. location of the measurement). The information we process may include:

- your contact information (e.g. your name, telephone number, email address and other information that you send us);
- location of the measurement;
- the device unique ID; and
- other data that you may upload to the Services (e.g. notes, videos, images)

1.3

How we process and protect your information

GrainSense processes personal data lawfully and carefully, and always in compliance with good processing practice. We process your information only to the extent and as long as is necessary to meet the purposes set out in Section 1.5 below. GrainSense retains the collected data for the period necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

GrainSense has implemented a number of technical and organizational measures necessary to protect your personal data against unauthorized access, unlawful processing, accidental loss or damage, and unauthorized destruction.

We limit access to our internal systems that hold personal data to a selected group of authorized users who are given access to such systems through the use of a unique identifier and password. Access to personal data is limited and provided only to individuals for the purpose of performing their job duties.

1.4

Where we transfer personal data

GrainSense uses third parties to collect and process personal data on GrainSense's behalf and in accordance with GrainSense's instructions.

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We require that such third parties keep the transferred personal data confidential and adequately secure.

GrainSense may store and/or transfer your personal data to its affiliates and partners in and outside of EU/EEA member states and the United States in accordance with mandatory legislation and this Privacy Policy.

1.5

The purposes of the processing of your personal data

GrainSense processes your personal data due to the customer relationship between you and us (i.e. legitimate interest). We need the data in order to provide the Services requested by you. Further, GrainSense collects, uses and stores your personal data in order to:

- maintain and develop the customer relationship between you and GrainSense;
- provide and develop GrainSense's Services, business and products in accordance with this Privacy Policy; and
- perform its own analytics and enable analytics provided by third parties. We use analytical information solely for supporting analysis of the measurements, product development, and improving products and services. We will not use the information for personalizing content or providing advertising.

To the extent where it is not necessary for us to identify a certain user we anonymize the data. GrainSense may provide such anonymized data to third parties.

The location and measurement information may be used for statistical purposes. However, GrainSense ensures that no original specific GPS coordinates are made available to third parties, unless you expressly consent and/or request disclosure of more accurate location.

1.6

Your rights

You may access and amend your contact details and other profile information any time through the GrainSense application and/or website.

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As our customer, you may access the personal data we have collected on you and request that we erase or rectify any erroneous, unnecessary, incomplete or obsolete personal data. In addition, you have the right to withdraw your consent to the collection of location data and/or electronic direct marketing.

You also have the right to request that we transfer your personal data to third parties, such as other companies. Such data may be obtained directly through the application.

You may access or request that we amend or erase your personal data, and express any other concern you have about our use of your data also by contacting us via the email address or phone number given below.

1.7

Location data

The collection and processing of location data is based on your consent. You may consent to the collection of location data when you install the application. You have the right to withdraw your consent through the application and/or website at any time. You can also block the collection of your location using iOS or Android OS settings.

GrainSense collects data on the location of your measurements through the application with your consent. Collection of location data is necessary for us to provide you with the location of the measurement as well as to provide statistics on the measurements. Location data is used for customer support, but also location and farmer based analyses.

The location of the mobile phone is collected only at the moment of the measurement, and even such measurement specific locating shall take place only after you have consented to the processing of location data. We will not share your GPS geo-location with any third parties without your consent. To the extent GrainSense makes available GPS geo-location to third parties in accordance with this Privacy Policy, it will be provided anonymously.

The location data is used to allow you to see and save the location of the measurements. Additionally, GrainSense may use the location data to provide information on protein quality to all users in the same area as you, and possibly to other customers of GrainSense. Such information is provided to other customer only on a large, aggregated level. Therefore, it is not possible to identify individual customers from it.

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You may use the Services without giving consent to the processing of location data. However, we recommend that you enable the collection of location data, as without it, it is not possible for us to provide you with a map of results of your measurements or maintain and develop all the features of the Services.

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TERMS OF USE

2.1

Delivery and acceptance

Upon full and timely payment of all applicable license and services fees by you, GrainSense grants you ("Customer"):

- (i) a limited, non-exclusive and non-transferable license to purchase and use the Device in any country world wide;
- (ii) a right to the recalibration of the Device;
- (iii) data storage, without limitation to the number of measurements or amount of data stored through the application ; and
- (iv) a right to use the results and analyses for your internal business purposes.

As a Customer, you must set up your own individual account in order to store measurement data and use the Service. You are exclusively responsible for the installation, management and control of the use of the Service through your account. For the sake of clarity, the setting up or upholding of a user account or the use of the mobile application is subject to fees informed during registration.

GrainSense does not guarantee the full functioning of the Services at all times. The Services may be down and the information unattainable for example due to maintenance of the servers. Under no circumstances shall GrainSense be liable for any loss of data.

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2.2

Grant of license and limitations

Customer shall not:

- (i) reverse engineer, disassemble, or decompile the Device or any part thereof, except when, and to the extent, such restriction is expressly limited by applicable mandatory laws;
- (ii) remove, alter, or deface any copyright indication or other notices of any proprietary rights or Intellectual Property Rights from the Services;
- (iii) create or manufacture any products using the Services, or market or in any way distribute such products;
- (iv) distribute, sublicense or otherwise transfer to any third party the Services unless specifically authorized herein;
- (v) bring any suit or otherwise assert a claim against GrainSense, its licensors or other customers before any court or administrative agency alleging that the Services or documentation, or any part thereof, or that the use, implementations or any other derivative works of the Services or documentation infringe any Intellectual Property Rights of any third party; and
- (vi) copy, export, re-export, sublicense, rent, loan, lease, disclose, sell, market, commercialise, re-license, otherwise transfer to any third party or use or permit use of the Services (or any portions thereof) in any manner inconsistent with or not expressly permitted by GrainSense.

2.3

Intellectual property rights

All Services products are proprietary products of GrainSense and/or its licensors, and the software is protected by copyright laws and international treaties. By installing and using software Customer accepts, understands and agrees to be bound by the terms and conditions herein.

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GrainSense or its suppliers retain all rights not expressly granted in these Terms of Use, including without limitation the title and interest to and in Services and all accompanying material (except media where Services is distributed) and all intellectual and industrial property rights and other proprietary rights. GrainSense neither grants nor otherwise transfers any rights of ownership or copyrights in Services and Customer shall have only such license rights as expressly specified herein.

2.4 Limitations of liability

Except as expressly defined above, GrainSense provides the Services, Device and accompanying materials "as is" and hereby specifically disclaims all other warranties than those provided by GrainSense, whether express or implied. GrainSense assumes no liability of errors in Services which are a result of fault or negligence of Customer or any third party and/or improper, incorrect, or unauthorised use of Services, or use of Device in manner, which it has not been designed, manufactured or specified for, or an external cause such as a failure and/or disruption in a electricity grid.

Under no circumstances shall GrainSense be liable for any consequences, if Customer or any third party not authorised by GrainSense have made any modifications to Device or any software provided as part of the Services or if Customer has not been strictly in compliance with these Terms of Use.

2.5 Miscellaneous

Customer hereby grants to GrainSense and its partners and licensors the worldwide, nonexclusive, unlimited, perpetual, irrevocable, royalty-free license:

- (i) to use, copy and modify measurement data and to create derivative works thereof and to include such data into products and Services;
- (ii) use, import, sell, offer for sale, lease or otherwise distribute any products or Services of containing the measurement data; and
- (iii) to sublicense the foregoing rights to the extent a license is necessary for using products or Services.

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Customer agrees that all measurements are given on non-confidential basis and Customer waives any confidentiality restrictions for such data.

GrainSense reserves the right to use for its business purposes every measurement including the location of the measurement. GrainSense undertakes to ensure that the measurements are not disclosed to third parties in such way that individual farmer/real estate can be identified.

GrainSense may, at its option, terminate these Terms of Use and all licenses granted hereunder if Customer breaches substantially any obligation under these Terms of Use, and if such breach is not cured within thirty (30) days after written notice of the alleged breach, or GrainSense may terminate these Terms of Use and all licenses immediately if the breach is not curable.

GrainSense may make changes to the Services at any time or end the provision of the Services. GrainSense will inform the Customer of the relevant changes to the Services.

Customer agrees to use all reasonable efforts to prevent any unauthorized use, copying, publication or dissemination of software provided as part of the Services and accompanying material. Customer shall not remove any trademarks or other marks or information included in or attached to the Device. GrainSense shall not be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. A failure to exercise, or any delay in exercising, on the part of either party, any right or remedy hereunder shall neither operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

Although we strive to solve any disagreements arising from the processing of your personal data through negotiations, we would like to note that you have the right to lodge a complaint with a supervisory authority.

2.6 Assignment

GrainSense may assign these Terms of Use and or any of its rights and obligations hereunder to third parties. GrainSense shall inform the Customer thereof.

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2.7

Governing law

These Terms of Use shall be governed by and construed in accordance with the material laws of Finland, excluding its choice of law provisions.

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CONTACT DETAILS

If you have any questions regarding the Services or the processing of your personal data or these Terms of Use, please contact support@grainsense.com.