

SEED TECHNOLOGIES, INC.
TERMS OF SERVICE

Last Updated: January 31, 2022

Welcome to Hyperseed. These Terms of Service (these “Terms”) contain the general terms and conditions that apply to customers and visitors (collectively, “users,” or “you”) of Seed Technologies, Inc.’s (hereinafter “Hyperseed”) services, including any software as a service products offered by Hyperseed and any products or services made available through this website, such as access to online ordering, contact us features, and the Hyperseed platform, as well as other digital resources and communications (collectively, the “Services”). Seed Technologies, Inc. is a corporation organized and operating under the laws of the State of Delaware, and having a mailing address of 548 Market Street, PMB 79889, San Francisco, California 94104.

These Terms are an agreement between you and Hyperseed. **Please read these Terms carefully as they govern your conduct on this website and your use of the Services.** These Terms are incorporated into and are supplemental to [Hyperseed’s Privacy Policy](#), as well as any other specific, written agreements you may have with Hyperseed with respect to a good or service.

1. Agreement to Terms; Representations and Warranties

By using Hyperseed’s Services in any way, you accept and agree to be bound by and abide by these Terms. By using these Services you represent and warrant (a) you are eighteen (18) years of age or older; (b) you have good right, title, and authority to enter into these terms on your own behalf and on behalf of any entity or person whom you purport to represent (which entity shall be considered part of you for purposes of these Terms); (c) the use of these Services and the entering into of these Terms has been duly authorized and approved by any entity or person whom you represent; and (d) effective as of the date you first use the Services, these Terms constitute valid and binding obligations enforceable against you as described herein. **If you do not agree to these Terms or if you are unable to make the foregoing representations and warranties, you must not use Hyperseed’s Services.**

2. Changes to the Terms or Services

We may modify the Terms from time to time and in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of our site or Services thereafter. Your continued use of our website following the posting of modified Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, at they are binding on you.

We may also, in our sole discretion and at any time, modify or discontinue the Services in whole or in part. For modified Services, you may be requested to accept a modification or new Terms when you log in to your account. If you do not accept the modified Terms, you will not have access to the Services. Hyperseed may discontinue its Services at any time without notice. Any dated information is published as of its date only and we do not undertake any obligation or responsibility to update or amend any such information.

3. Grant of License

The Services, including all displays, images, video, and audio, as well as the design, selection, and arrangement thereof, are owned and provided by Hyperseed.

Hyperseed hereby grants you a non-exclusive, non-transferable, non-sublicensable, worldwide license to use our Services subject to the restrictions in these Terms. Hyperseed expressly reserves any rights not expressly granted herein. You are solely responsible for any hardware, software, and telecommunications necessary to access the Services and Hyperseed makes no warranty or guaranty that the Services will always be available or will not change.

4. Restrictions

Except as expressly authorized under these Terms, you may not:

- copy, modify, or create derivative works of the Services, in whole or in part;
- rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services;
- reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part;
- remove any proprietary notices from the Services;
- use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- combine or integrate the Services with any software, technology, Services, or materials not authorized by Hyperseed;
- design or permit any applications to disable, override, or otherwise interfere with any Hyperseed communications to end users, consent screens, user settings, alerts, warning, or the like;
- use the Services to replicate or attempt to replace the user experience of the Services in another application;
- attempt to cloak or conceal your identity when requesting authorization to use the Services;
- use the Services in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities; or

- use the Services in any manner that Hyperseed determines in its reasonable discretion is abusive or harmful.

You also agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, and that you shall not violate or infringe the rights of any third party. Any such forbidden use shall immediately and automatically terminate your license to use the Services without notice.

5. Plans, Billing, and Cancellation

By purchasing any Service, you acknowledge that your Service has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. Your subscription will be automatically extended for successive periods, at the subscription rate applicable upon your initial sign-up. Service periods are based on the subscription you purchase. The Services are available when you purchase, and the monthly renewal date, unless otherwise agreed, is 30 days from the initial sign-up date.

To cancel your Services, you can (2) email support at support[at]hyperseed.com. Cancellation must be at least 24 hours prior to your next scheduled renewal date to avoid charge.

Hyperseed may submit monthly charges without further authorization from you until you provide at least 24-hours' prior notice that you have terminated this authorization or wish to change your payment method.

Unless otherwise agreed, if you cancel your Services you will not be eligible for a prorated refund of any portion of the fee paid for the then-current period. We reserve the right to revoke your Services at any time. Membership is void where prohibited by law.

Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. If paying by credit card, you represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on our website at the time of your order. You further agree to keep us up to date with accurate contact and payment information. You are responsible for any fees or charges your issuing bank or credit card provider may charge you. If your payment to us is returned for any reason, we may bill your account again directly and seek payment by any other method.

We may offer promotions on the Services that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

6. Term and Termination

These Terms shall apply so long as you are using the Services. Hyperseed may terminate your access to the Services at any time for any or no reason. Upon termination of your access to the

Services, you shall immediately discontinue use of the Services. These Terms shall survive termination of the Services to the extent applicable.

7. Username and Password

You may be required to provide certain registration details or other information and become a “Registered User” before accessing certain features of the Services. It is a condition of your use of these Services as a Registered User to ensure all the information you provide is correct, current, and complete. The information you provide will be treated and used in accordance with our Privacy Policy. If you choose or are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any other person or entity. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password, or other security information. You must notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You must exit from your account at the end of each session and use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen or provided, at any time in our sole discretion for any or no reason, including, without limitation, if, in our opinion, you have violated any provision of these Terms.

8. Proprietary Rights

The Services, including, without limitation, any of Hyperseed’s Internet operations, designs, text, graphics, data, photos, images, illustrations, User Submissions, content, hardware designs, algorithms, software (in source and object forms), user interface designs, other templates and designs, including, without limitation, templates and designs of goods offered or sold, algorithms, architecture, libraries, and documentation (both printed and electronic), know-how, good will, moral rights, trade secrets and any related intellectual property rights throughout the world, and any derivative works, improvements, modifications, enhancements or extensions thereof shall remain the sole and exclusive property of Hyperseed, and you shall have no interest in them whatsoever.

All right, title, and interest in and to the Services, except for information and content generated by you and third parties, are and will remain our exclusive property. Our intellectual property rights in the Services are protected by copyright and trademark laws of the United States and international treaties, as well as other domestic and international laws. Nothing in these Terms gives you a right to use our trademarks, logos, domain names, and other distinctive brands. You shall make no use of Hyperseed’s intellectual property unless expressly agreed to in writing by Hyperseed. There is also nothing in these Terms that gives you the right to copy the Services, to copy any feature or portion of the Services, or create a derivative of the Services, all of which is expressly prohibited. Any feedback, comments, or suggestions you may provide regarding the Services are entirely voluntary and we will be free to use your feedback, comments, or suggestions as we see fit and without any obligation or approval to you whatsoever.

9. User Submissions

You are solely responsible for the contents of your transmissions through the Services. You represent that all content you transmit through the Services is accurate, complete, up-to-date, and in compliance with all applicable local, state, national and international laws, rules, and regulations and the Restrictions set forth above.

You agree to monitor the use of the Services by any other person, whether an employee, agent, or otherwise, who is acting on your behalf, at your direction, or using your online account, for any activity that violates applicable laws, rules, and regulations or any of these Terms, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of the Services from further use of the Services.

By submitting content through the Services, you hereby do and shall grant Hyperseed a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable, and transferable license to access, use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the content in connection with this site, the Services, and our business, including without limitation for promoting and redistributing part of all of this site or Services in any media formats and through any media channels, including after your termination of your account or the Services. For clarity, the foregoing license grant to us and our users do not affect your other ownership or license rights in your content, including the right to grant additional licenses to your content, unless otherwise agreed to in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party intellectual property rights or other rights.

10. Indemnification

You agree to immediately notify Hyperseed of and defend, indemnify and hold Hyperseed, its parents, subsidiaries, affiliates, officers and employees, harmless from any losses, liabilities, claims, damages, or demands, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services, (including the unauthorized use of your account or any other breach of security attributable to your use of the Services), the violation of these Terms by you, or the infringement by you, or another user using your computer, of any intellectual property or other right of any person or entity.

11. Disclaimers and Warranties

You understand and agree that we cannot and do not guarantee or warrant that files available for downloading from the Internet or the Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE

SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE SERVICES OR ANY OTHER SERVICE OR WEBSITE LINKED TO THE SERVICES.

YOUR USE OF THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. THE SERVICES, THEIR CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER HYPERSEED NOR ANY PERSON ASSOCIATED WITH HYPERSEED MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER HYPERSEED NOR ANYONE ASSOCIATED WITH HYPERSEED REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, HYPERSEED HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER THE APPLICABLE LAW.

12. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL HYPERSEED, ITS AFFILIATES, OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE ONLINE SERVICES, ANY WEBSITES OR SERVICES LINKED TO IT OR ANY CONTENT OR SERVICES ON THE ONLINE SERVICES OR SUCH OTHER WEBSITES OR SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

13. Notices

Unless otherwise provided herein, notices given by Hyperseed to you will be given by email. Notices will be sent to the email address you provide to Hyperseed as part of the registration process, or to updated addresses which you provide to Hyperseed via notice consistent with this paragraph. Notices given by you to Hyperseed must be given by email to support[at]hyperseed.com or such updated address and number as Hyperseed may provide you consistently with this notice provision. Notwithstanding anything herein to the contrary, it is your sole responsibility to update your address for notices hereunder, and notice sent to the email address last provided by you to Hyperseed shall be valid and binding on you regardless of whether such address has been changed, canceled, has expired, has been terminated, or otherwise becomes inoperative.

14. Governing Law

These terms shall be governed by and construed in accordance with the laws of the State of California notwithstanding any conflict of law provisions. You irrevocably and unconditionally: (i) consent to and submit to the exclusive jurisdiction of the state and federal courts of California located in San Francisco County for any litigation or controversy arising out of or relating to these terms, (ii) agree not to commence any litigation arising out of or relating to these terms except in the San Francisco County courts and (iii) agree not to plead or claim that such litigation brought therein has been brought in an inconvenient forum.

14. GENERAL

If any provision of these terms is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed as nearly as possible to reflect the intentions of the parties, with the other provisions remaining in full force and effect. Any failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing. The section titles in these Terms are solely used for the convenience of the parties and have no legal or contractual significance. These Terms may be assigned in whole or in part by Hyperseed. These Terms may not be assigned in any manner by you without the express, prior written permission of Hyperseed.

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Any waiver must be in writing and signed by the waiving party.

If you have questions regarding these terms, please contact us at support[at]hyperseed.com.