

## TERMS AND CONDITIONS

Effective from 3rd of July 2018

### 1. General

1.1. These terms and conditions (**Terms and Conditions**) apply to any use of Agrello ID, Agrello signature and Agrello smart contract services (**Services**) regardless of the medium through which the Services are accessed.

1.2. Agrello ID is a digital identity verification service enabling the User to identify him-/herself to digital services.

1.3. Agrello signature is a digital signature service enabling the User to digitally sign electronic documents.

1.4. Agrello smart contract is a digital service enabling the User to conclude legally binding contracts and automate the performance of User's obligations arising from the contract.

1.5. A current version of the Terms and Conditions is available at Agrello website at [www.agrello.io](http://www.agrello.io).

1.6. The Services are provided by Agrello OÜ (register code: 14230235, address: Tina tn 9, 10126 Tallinn, Estonia).

1.7. A user (**User**) is every person, who uses the Services.

1.8. Using the Services is defined as processing any data available via the Services (including adding, viewing, changing, deleting, downloading) in any way or for any purpose.

1.9. By using the Services, the User agrees to all the Terms and Conditions without exception. If the User does not agree to the Terms and Conditions, the User has no right to use any of the Services.

1.10. When proceeding to use the Service, the User concludes an agreement (**Agreement**) with Agrello, the conditions whereof are contained in these Terms and Conditions.

### 2. Terms of Service

2.1. Agrello Services are intended to be used only by persons of 18 years of age or older. Therefore, by using the Services the User represents and warrants that he/she is 18 years of age or older.

2.2. Agrello provides Services to the User free of charge, unless otherwise agreed at the time of provision of the Services. Any fees charged by Agrello will be available to the User before use of the Services. By starting to use a paid Service, the User agrees to pay the fees charged by Agrello. Payment of the fees is a precondition for using the paid Service.

2.3. Agrello shall retain the right to change its price list from time to time by publishing the new price list at its website and without the need to notify the User thereof.

2.4. Agrello provides Services on an "as is" and "as available" basis without warranties of any kind, either express or implied.

2.5. Agrello may from time to time and without notice change Services in whatsoever manner, among others restrict access to User's data or documents, change the content and scope of Services offered to User, restrict the use of Services or stop providing the Services altogether.

2.6. While Agrello attempts to make the Services available and usable at any time, Agrello shall not be responsible for whatsoever interruptions in the provisions of the Services or for damage incurred as a result of such interruptions.

2.7. The User agrees to use the Services only in conformity with the Terms and Conditions and shall not violate any laws, contracts, intellectual property or other third party rights. The User shall be solely responsible for his/her conduct while using the Services. Among others the User undertakes to refrain from the following actions:

2.7.1. Providing false or misleading information to Agrello;

2.7.2. Use or attempt to use another User's account or identity;

2.7.3. Use the Services in any manner that could interfere with, disrupt, negatively affect or inhibit other Users from fully enjoying the Services, or that could damage, disable, overburden or impair the functioning of the Services in any manner;

2.7.4. Develop, utilize, or disseminate any software, or interact with Agrello API in any manner, that could damage, harm, or impair the Services;

2.7.5. Reverse engineer any aspect of the Services or software used for providing the Services, or do anything that might discover the source code or bypass or circumvent measures employed to prevent or limit access to any content, area or code of the Services;

2.7.6. Attempt to circumvent any content-filtering techniques employed or attempt to access any feature or area of the Services that the User is not authorised to access;

2.7.7. Use any robot, spider, crawler, scraper, script, browser extension, offline reader or other automated means or interface not authorised by Agrello to access the Services, extract data or otherwise interfere with or modify the rendering of Service pages or functionality;

2.7.8. Use any data collected from the Services for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing, and direct marketing) or

2.7.9. Use the Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms and Conditions.

2.8. Agrello shall not be responsible for any data or documents entered by the User in the Services. The User is solely responsible for data or documents entered by the User and for their correctness and legality. User has the right to enter only data or documents that are correct and do not infringe the rights or interests of Agrello or any third party.

2.9. Agrello shall have the right to remove from the Service without notice any data or documents infringing the rights or interests of Agrello or third parties or which are incompatible with public order or public morals. If Agrello has removed data or documents from the Service, the User shall not have the right to re-enter the same data or documents in the Service, unless Agrello explicitly grants consent to the User to do so.

2.10. As a precondition for providing any Services Agrello requires the User to identify him-/herself according to KYC (know your client) standards established by Agrello. KYC is provided for Agrello by Veriff OÜ (register code: 12932944, address: Niine tn 11, 10414 Tallinn, Estonia). The User agrees that Agrello and Veriff OÜ will share the information acquired about the User through the KYC procedure. Agrello stores and uses the KYC information in order to be able to identify the User at any time. User's name and date of birth will be available to any party who has access to documents signed by the User using Agrello signature and to service providers if User verifies his/her identity using Agrello ID.

2.11. In order to use Agrello ID and Agrello signature services, the User is required to create a passphrase, which grants the User access to identity verification. The passphrase is tied to the Agrello ID. The User undertakes not to disclose the passphrase to third parties and must make all reasonable efforts to keep his/her passphrase safe from becoming public. Agrello shall in no way be liable for any damage that may arise if the User's passphrase becomes public. There is no possibility to recover the passphrase. If the User forgets the passphrase, he/she must create a new Agrello ID and complete the full KYC procedure again.

### **3. Copyrights and other intellectual property**

3.1. All copyrights and related rights (among others the rights of database maker) related to the Services and works published thereon belong to Agrello.

3.2. User shall assign to Agrello free of charge all economic rights to whatsoever data, documents or other works, which he/she would enter in Services. User shall warrant that by entering data or documents in Services no third party copyrights are infringed. Economic rights shall be considered as assigned to Agrello by entering the work in the Services.

3.3. User shall grant to Agrello, as regards the matters contained in clause 3.2 a free exclusive license to use User's personal rights in whatsoever form and manner without geographical limitations for the whole term of validity of copyrights. User shall limit the manner and scope of exercising his/her personal rights subject to the exclusive license granted under these Terms and Conditions. Agrello shall have the right, as regards the User's personal rights, to grant sub-licenses. Exclusive license shall be considered as granted to Agrello by entering the work in the Service. Exclusive license granted under the Terms and Conditions shall embrace all further developments of the work. User shall permit to make any alterations in his/her work and User name symbol, to add to his/her work other works, illustrations, comments etc. User shall agree that Agrello is not obliged to reflect User name with the work.

3.4. The User or third parties shall have no right, without a previous written consent of Agrello to reproduce, disseminate, forward, translate, include in other databases, make extracts from the Services and its components and use them in whatsoever like manner. User shall undertake not to deliver to third parties whatsoever works, which he or she has received by using the Services.

3.5 For convenience purposes only, any User can transfer its personal data, limited to KYC procedures performed by Agrello and Veriff OÜ as described in clause 2.10, to a third party service provider used by the User. Transfer of such data by the User can take place only if there is available suitable and secure connection between Agrello and the service provider thereof. User's decision to use such technical feature to transfer its data out of Agrello shall have no effect on Agrello's Data Processing Policy set herein and Agrello shall bear no liability of whatsoever in respect of such transferred data.

### **4. Liability**

4.1. To the fullest extent permitted by applicable law, in no event shall Agrello or any of its employees or officers be liable for any direct, indirect, special, incidental, consequential, exemplary or punitive damages of any kind (including, but not limited to, loss of revenue, income or profits, loss of use or data, loss or diminution in value of assets or securities, or damages for business interruption) arising out of or in any way related to the access or use of the Services or otherwise related to these Terms and Conditions (including, but not limited to, any damages caused by or resulting from reliance by the User on any information obtained from Agrello or from mistakes, omissions, interruptions, deletions of files or emails, errors, defects, bugs, viruses, trojan horses, delays in operation or transmission or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction or unauthorized access to Agrello's records, programs or systems), regardless of the form of action, whether based in contract, tort, strict product

liability or any other legal or equitable theory (even if the party has been advised of the possibility of such damages and regardless of whether such damages were foreseeable).

4.2. To the fullest extent permitted by applicable law, in no event shall the maximum aggregate liability of Agrello arising out of or in any way related to these Terms and Conditions, the access to and use of the Services and materials or any products or Services purchased from Agrello exceed the amount the User paid to Agrello in connection with the event giving rise to such liability or, if nothing was paid, EUR 100.

## **5. Data Processing Policy**

5.1. The controller is Agrello OÜ.

5.2. To contact Agrello please click [here](#) and fill out the form. Otherwise please address your correspondence to the following address:

### **The Controller**

Agrello OÜ

Tina 9,

5.3. To contact the data protection officer of Agrello, please write to [@agrello.io](mailto:@agrello.io) or to

Data Protection Officer

Agrello OÜ

Tina 9,

Tallinn, 10126

Estonia

### **Processing of Personal Data**

5.4. Agrello processes personal data for the purpose of 5.4.1. performance of the contract with the data subject. The basis of processing personal data is article 6(1)(b) of the General Data Protection Regulation. Provision of the personal data which Agrello collects about you is necessary for entering into and performance of the contract between Agrello and the data subject as well as for the data subject to use any services provided by Agrello;

5.4.2. performance of its contractual duties to other persons. The basis of processing of personal data is article 6(1)(f) of the General Data Protection Regulation. The services which Agrello provides consist of Agrello ID, Agrello signature, Agrello smart contracts and similar services. The objective of all the services is to enable parties to transact securely with one another. Thus, the intrinsic use case of some of the data held by Agrello (which data Agrello can "link" to a particular natural person) is as proof that it is the natural person to whom the data pertains who entered into a particular transaction;

5.4.3. compiling analytics about the use of this website and of the services provided by Agrello. The basis of processing of personal data is article 6(1)(f) of the General Data Protection Regulation. Compiling such analytics is necessary for development of the services provided by Agrello;

5.4.4. performance of due diligence measures set forth in the laws on prevention of money laundering and similar laws even if the law itself does not require performance of such measures, but market practice does (e.g., if financial institutions were to decline to transact with Agrello unless such measures were performed). The basis of processing of personal data is article 6(1)(f) of the General Data Protection Regulation.

5.5. Other than the personal data input or shown by the data subject itself on this website, Agrello may collect or receive data about 5.5.1. location (including IP address and time-zone) from which the data subject accesses this website,

5.5.2. time when the data subject accesses this website and

5.5.3. model of the device which the data subject uses to access this website and the device-ID

5.5.4. the data subject from partners or service providers to whose page the data subject is redirected by Agrello during the process of transacting with Agrello (for instance, the providers of identification service).

5.6. Agrello transfers personal data collected by it to recipients belonging to the following categories:

5.6.1. providers of communication platforms,

5.6.2. providers of analytics,

5.6.3. providers of servers and access to network (such as Internet),

5.6.4. providers of identification services,

5.6.5. any person with whom the data subject contracts using Agrello's services,

5.6.6. persons belonging to the same group as Agrello.

5.7. Furthermore, Agrello's sub-contractors in the fields of IT who process personal data in the same servers where Agrello stores personal data may have access to personal data. Professional advisors (e.g., attorneys, auditors) and financial institutions who are subject to duties of confidentiality may likewise gain access to such data when providing services to Agrello.

5.8. Agrello may make certain decisions about data subjects solely by automated processing, and such decisions could have legal implications for data subjects (e.g., when Agrello verifies whether a particular data subject's Agrello signature was used to sign a contract or when a smart contract is executed). Such processing ordinarily entails comparison of sets of hashed data.

5.9. Certain information which Agrello may be able to relate to a data subject is stored on the Blockchain. However, any such information is always hashed.

5.10. Agrello does not transfer personal data outside the European Union, other than storing certain hashed data on blockchain. No guarantee may be given as to where in the world the relevant server is physically located. However, no data stored on blockchain is capable of being tied to a particular data subject by any person other than Agrello.

5.11. In view of the nature of the services provided by Agrello, it stores personal data of a data subject for as long as five years have not lapsed from the moment when the relevant data subject closed his or her account enabling him or her to use Agrello's services (unless applicable law requires Agrello to store that data for longer). Even after that, however, Agrello will maintain the data about said data subject if it is necessary to identify him or her to ensure certainty and security of transactions made by the data subject and to avoid fraud (e.g., if a dispute arises whether a document signed, prior to the data subject closing his or her account, allegedly using the data subject's Agrello signature was actually signed by the data subject).

5.12. Agrello may process biometric data about data subjects, whether obtaining it from the data subject or from providers of identification services. The processing is based on article 9(2)(a) of the General Data Protection Regulation.

## **Rights of the Data Subject**

5.13. The data subject has the following rights: 5.13.1. to obtain from Agrello confirmation whether personal data concerning him or her is processed,

5.13.2. where personal data concerning him or her is processed, obtain from Agrello the information listed in article 15(1) of the General Data Protection Regulation,

5.13.3. to request that Agrello rectify incorrect personal data pertaining to the data subject,

5.13.4. to provide to Agrello additional data so that incomplete personal data pertaining to the data subject is completed,

5.13.5. to request that Agrello delete, on conditions set forth in article 17 of the General Data Protection Regulation, personal data pertaining to the data subject,

5.13.6. to request that Agrello restrict processing personal data pertaining to the data subject in situations explained in article 18(1) of the General Data Protection Regulation,

5.13.7. to receive from Agrello, in a machine-readable format, the personal data which he or she has provided to Agrello,

5.13.8. to object, subject to the conditions set forth in article 21 of the General Data Protection Regulation, to processing of his or her personal data when Agrello processes the personal data for the purposes of other legitimate interests pursued by Agrello,

5.13.9. to withdraw consent for processing personal data. Withdrawal of consent shall not affect the lawfulness of processing the data prior to the withdrawal. Please note that in that event Agrello might be unable to transact with you in any way whatsoever unless you come to Agrello's office to be identified by a member of staff of Agrello,

5.13.10. to lodge a complaint with the supervisory authority (Andmekaitseinspektsioon, e-mail: info@aki.ee, address: V√§ike-Ameerika 19, Tallinn 10129, Estonia).

5.14. To exercise any of the rights referred to in clause 5.14 (except for the right to lodge a complaint with a supervisory authority) the data subject should write to Agrello. The means of contacting Agrello are set forth in clause 5.2 above. Agrello shall answer any request without undue delay and in any event within one month of the receipt of the request (that period may, taking account of the circumstances, be extended by two months). The time of answering will, among other things, depend on the number of requests Agrello receives as well as on the content of a particular request.

### **Cookies and local storage**

5.15. Agrello uses cookies. Cookies are small files text files placed on your device when you visit a website.

5.16. Agrello places on your device only a session-ID cookie. The cookie is used to ensure that the source of a request to a server is the same as the one through which log-in occurred.

5.17. Third parties (such as the providers of identification service) may place cookies to your device.

5.18. Most browsers allow you to control cookies, including turn off their acceptance by your device, through their settings' preferences. However, if you turn off the ability of your device to accept such cookies, you may lose access to this website and the services provided via it.

5.19. Most devices also allow you to delete the cookies which have already been set into your device. Browser manufacturers provide help pages relating to cookie management in their products. 5.19.1. Chrome

5.19.2. Microsoft Edge

5.19.3. Internet Explorer

5.19.4. Firefox

5.19.5. Safari (desktop)

5.19.6. Safari (mobile)

5.19.7. Opera

5.20. Once a user has logged into the Agrello website, Agrello will store the user's ID and e-mail address in the local storage of the device used for logging in. Agrello will have no access to that data once it is stored. The data will remain stored until you delete it.

## **6. Final Clauses**

6.1. Both parties shall have the right to terminate the Agreement at any time, tendering a notice to the other party.

6.2. Agrello shall have the right, without notice, to limit or deny the use of any of the Services by the User or to refuse to provide a Service and/or terminate the Agreement, if the User violates the Terms and Conditions or additional conditions of Service or User's activity infringes the interests of Agrello.

6.3. Agrello shall have the right from time to time and without any reason to terminate the Agreement and/or deny providing Services or terminate providing Services to any User, with respect to whom Agrello has a reasonable doubt that he/she uses the Services for providing services to a third party without the previous consent of Agrello.

6.4. Upon termination of the Agreement under grounds stipulated in provisions 6.2 or 6.3 Agrello has no obligation to refund any fees paid by the User, even if no Services have been provided for the fee paid. The above-mentioned fee shall be considered as indemnity for damage for violation of the Terms and Conditions.

6.5. Agrello shall have no obligation to conclude an Agreement with a User or to provide Services to the User. Agrello has no obligation to provide any reasoning for declining to conclude an Agreement.

6.6. Agrello may change the Terms and Conditions from time to time without User's previous consent, publishing the altered Terms and Conditions on Agrello website. The altered Terms and Conditions apply as of their publication on Agrello website. If the User disagrees with changes in the Terms and Conditions, he/she shall have the right to terminate the Agreement within one (1) month as from the publishing of the altered Terms and Conditions on Agrello website. In case the User fails to terminate the Agreement within the term specified in this clause, he/she is considered to have agreed with changing of the Terms and Conditions.

6.7. The Terms and Conditions and the Agreement shall be governed by Estonian law.

6.8. Disputes arising from the Terms and Conditions, the Agreement or the use of Services shall be settled by way of negotiations. In case no settlement is reached, the dispute shall be finally settled in Harju County Court in Tallinn, the Republic of Estonia (exclusive jurisdiction).

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