

# FarmerMind AI - Advertising Disclosure and Marketplace Partner Terms

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**IMPORTANT: THESE TERMS GOVERN PAID COMPANY PROFILES, SPONSORED PLACEMENTS, DIRECTORY LISTINGS, CONTENT, ANALYTICS, FREE TRIALS, AND RECURRING SUBSCRIPTIONS ON FARMERMIND. THEY INCLUDE WARRANTY DISCLAIMERS, LIABILITY LIMITS, INDEMNIFICATION, BINDING ARBITRATION, AND A CLASS-ACTION WAIVER. ACCEPT ONLY IF YOU ARE AUTHORIZED TO BIND THE COMPANY.**

## Plain-language advertising disclosure

FarmerMind offers reviewed company profiles and company memberships. Paid or promoted content must be clearly labeled, such as "Paid Company Profile," "Sponsored" or "Advertisement." Payment does not mean FarmerMind endorses, certifies, guarantees or recommends an advertiser, its claims or its products. Farmers should independently evaluate products and follow applicable labels, local laws and qualified professional guidance.

FarmerMind may curate approved company information for clarity. Advertisers remain responsible for the accuracy, legality, substantiation and safety of their content. Current dashboard reporting covers recorded outbound website-click events for the company. It does not report impressions, unique people, inquiries, sales, targeting results or Desktop and Android reach.

## Acceptance

By submitting a company profile, accepting an order form, starting a trial, paying an invoice, activating a subscription, uploading content, or using the Advertising Services, the advertiser accepts these Terms, the FarmerMind Terms of Use, Privacy Policy, and any applicable order form. If an authorized order form conflicts with these Terms, the order form controls only for the specific commercial terms it expressly changes.

Current membership choices after company approval

Monthly trial: 90 days free, then USD \$19.99 per month until canceled.

Annual trial: 90 days free, then USD \$239.88 per year until canceled.

Monthly without trial: USD \$19.99 at checkout, renewing monthly until canceled.

Annual without trial: USD \$239.88 at checkout, renewing yearly until canceled.

Trial eligibility may be limited to one per Advertiser, related business, domain, payment method or beneficial owner. Before activation, checkout states the selected plan, payment requirements, first charge, applicable taxes, renewal and cancellation terms. Manage renewal in My Subscriptions. Submission alone does not buy a plan or start a trial.

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## 1. Parties, Authority, and Scope

These Advertising Disclosure and Marketplace Partner Terms (the "**Advertising Terms**") are a binding agreement between FarmerMind AI LLC, a Texas limited liability company ("**FarmerMind**," "**we**," "**us**," or "**our**"), and the business or organization that submits, purchases, or uses Advertising Services ("**Advertiser**," "**you**," or "**your**").

These Advertising Terms apply to reviewed company profiles, submitted content, the private company dashboard, recorded website-click reporting, trials and recurring company memberships on farmermind.ai (the "Advertising Services"). Desktop and Android availability requires separate publication. Other advertising formats or metrics are not included unless separately offered and expressly agreed.

The individual accepting these Advertising Terms represents and warrants that the individual is at least 18 years old, has legal capacity, and has authority to bind the Advertiser and any brand represented. If that authority is absent, the individual may not submit or activate a profile.

## 2. Definitions

**"Advertiser Content"** means all names, logos, trademarks, text, claims, prices, offers, photographs, videos, product data, documents, links, contact information, translations, testimonials, certifications, and other material supplied or approved by Advertiser.

**"Company Profile"** means a directory page or listing describing an approved business, its products, services, markets, and contact channels.

**"Farmer"** or **"User"** means a person who accesses a FarmerMind service, whether or not registered.

**"Marketplace"** means the FarmerMind directory and discovery environment; it is not necessarily the seller of third-party goods or services.

**"Order Form"** means a checkout page, insertion order, invoice, statement of work, or electronic confirmation identifying price, term, features, territory, inventory, or other commercial details. **"Subscription"** means recurring access to paid Advertising Services.

## 3. Advertising Disclosure and Separation from Editorial Content

FarmerMind will use a clear disclosure when payment or another material relationship could affect how a reasonable User understands content or placement. Depending on the format, the disclosure may state **"Advertisement," "Sponsored," "Promoted," "Paid Company Profile,"** or an equally clear local-language equivalent. Disclosures may appear on the profile, card, search result, recommendation, content unit, or immediately adjacent surface.

Advertiser may not remove, hide, minimize, obscure, contradict, or interfere with an advertising disclosure. A Company Profile, review status, identity check, inclusion in a directory, or display near FarmerMind content does not constitute FarmerMind endorsement, certification, partnership, agency, or a guarantee of quality, safety, legality, availability, or results.

FarmerMind retains independent control over editorial, safety, educational, ranking, and product-design decisions. Advertiser may not condition payment on favorable editorial coverage, favorable reviews, suppression of criticism, or alteration of FarmerMind AI outputs.

## 4. Eligibility, Verification, and Profile Review

Advertising Services are available only to legitimate organizations that FarmerMind determines are appropriate for its agricultural audience. Submission or payment does not guarantee acceptance, publication, a particular placement, or continued availability.

FarmerMind may request and verify business registration, beneficial ownership, website domain, business email, physical address, tax information, licenses, regulatory approvals, product registrations, distributor authority, sanctions status, certifications, references, or other evidence. Advertiser authorizes FarmerMind to make reasonable verification inquiries and to contact supplied references or regulators where lawful.

FarmerMind may approve, reject, delay, limit, condition, or re-review a profile in its reasonable discretion. Review is a platform-control process, not a legal, agronomic, technical, financial, or product certification. Advertiser must promptly notify FarmerMind of material changes to ownership, licensing, claims, safety status, recalls, regulatory actions, contact details, or markets served.

## 5. Accounts and Authorized Users

Advertiser must maintain accurate registration details and safeguard credentials. Each account is for the approved organization and authorized personnel only. Advertiser is responsible for actions taken through its account, including uploads, edits, plan changes, purchases, link destinations, and responses to inquiries.

Advertiser must promptly report suspected compromise, unauthorized activity, staff departure, or loss of control of an email domain. FarmerMind may require multi-factor authentication, domain verification, re-authentication, or role controls. Account access may not be sold, rented, shared with unrelated businesses, or used to manage undisclosed third parties.

## 6. Submission, Curation, Publication, and Updates

Advertiser will submit complete and accurate information in FarmerMind forms and approved formats. FarmerMind may edit for grammar, clarity, accessibility, layout, length, taxonomy, search relevance, translation consistency, duplication, or house style, without changing the material meaning of a claim. Material claim changes may be returned for Advertiser approval.

Advertiser remains responsible for the final factual content. FarmerMind may request source files or proof, reject low-quality assets, crop or resize media, standardize product categories, remove unsupported superlatives, and select which submitted content appears. FarmerMind has no duty to publish every product, market, language, asset, or update.

Review the live profile promptly and at least quarterly; report corrections without delay. Application, approval, membership and publication are separate. Desktop and Android releases require a confirmed schedule; payment or approval promises neither an instant update nor a five-business-day deadline.

## 7. Advertising Services, Placement, and Ranking

The standard offer includes a reviewed public Company Profile with its own FarmerMind address, a private company workspace, review information, membership state and recorded website-click reporting where available. Submitted content and contact options remain subject to review.

Country, region, crop and category information describes the company and markets it can serve. It is not automated audience targeting. Promoted cards, sponsored articles, enhanced ranking, inquiry tools, campaign attribution and geographic or device reports are not included in the current standard offer.

Publication and placement remain subject to review and availability. Membership does not guarantee discovery, a particular rank, geographic exposure, audience size, impressions, clicks, inquiries, sales, competitor exclusion or return on investment. Platform downloads, country coverage and member totals do not measure the reach of an individual listing.

## 8. Advertiser Content and License

As between the parties, Advertiser retains ownership of Advertiser Content. Advertiser grants FarmerMind and its service providers a worldwide, non-exclusive, royalty-free, sublicensable license during the relationship and for a reasonable wind-down period to host, store, reproduce, format, resize, transcode, translate, localize, publicly display, distribute, communicate, and otherwise use Advertiser Content solely to operate, market, secure, measure, and improve the Advertising Services and to preserve required legal or audit records.

Advertiser represents that it owns or has all rights and permissions needed for Advertiser Content and for FarmerMind to use it as described. Advertiser must retain signed releases for identifiable people, permissions for copyrighted material, and authorization for every trademark, endorsement, certification, test result, and third-party

claim.

FarmerMind may retain archival copies after removal where reasonably necessary for backups, disputes, fraud prevention, compliance, accounting, or evidence of what was displayed. FarmerMind will not use Advertiser trademarks to imply endorsement or a broader partnership without separate written permission.

## 9. Truthful Claims and Substantiation

Every objective claim must be truthful, not misleading, and supported by competent evidence before submission and throughout publication. Advertiser must provide substantiation upon request. Claims include express statements and reasonable implied messages created by words, images, comparisons, omissions, demonstrations, endorsements, pricing, or context.

Advertiser must accurately disclose material limitations, eligibility conditions, geographic restrictions, stock constraints, total price, recurring charges, material risks, and qualifications near the claim they qualify. Fine print may not contradict the main message.

Claims such as "best," "number one," "guaranteed," "risk-free," "organic," "sustainable," "climate-smart," "carbon neutral," "non-toxic," "safe," "government approved," "university tested," "clinically proven," "yield increasing," or quantified savings require reliable, current, and appropriately scoped support. Comparative claims must identify a fair basis of comparison.

## 10. Agricultural Safety and Regulated Products

Advertiser is solely responsible for product registration, licensing, labeling, safety data, warnings, directions, claims, and sale or distribution compliance in every targeted jurisdiction. FarmerMind may require product labels, registration numbers, safety data sheets, trial protocols, test reports, regulatory decisions, or proof of authorized distribution.

Pesticides, herbicides, fungicides, fertilizers, veterinary products, biologicals, seeds, genetically engineered products, irrigation or electrical equipment, financial products, insurance, drones, machinery, and other regulated or higher-risk offerings may receive enhanced review or be restricted by market.

Advertiser may not encourage off-label use, illegal application, unsafe dosage, evasion of personal protective equipment, prohibited residue practices, unlicensed veterinary or medical treatment, environmental harm, or disregard of local extension or regulator instructions. Product labels and applicable law control over promotional material. Emergency, poisoning, or exposure content must direct Users to appropriate local emergency or poison-control resources.

## 11. Prohibited and Restricted Content

- False, deceptive, unsubstantiated, fraudulent, counterfeit, infringing, defamatory, discriminatory, harassing, exploitative, or unlawfully targeted content.
- Fake businesses, impersonation, concealed ownership, misleading domains, fabricated certifications, altered test results, undisclosed material relationships, or bait-and-switch offers.
- Products, services, transactions, or destinations prohibited by law, sanctions, export controls, product rules, or FarmerMind safety policy in the relevant market.
- Malware, credential collection, forced downloads, cloaking, unauthorized redirects, deceptive buttons, pop-ups that prevent exit, or destinations materially different from the reviewed page.
- Sale or promotion of stolen goods, illegal wildlife products, unlawful weapons, trafficking, forced labor, child exploitation, illegal drugs, or instructions facilitating wrongdoing.
- Political persuasion, election advertising, or issue advocacy unless FarmerMind has expressly launched a compliant program for that category and approved the campaign in writing.
- Content that exploits a Farmer or community based on financial distress, literacy, language, disability, emergency, disaster, or lack of access to professional advice.

- Any content FarmerMind reasonably determines presents unacceptable legal, safety, trust, security, reputational, or user-experience risk.

## 12. Endorsements, Testimonials, Ratings, and Reviews

Endorsements and testimonials must reflect honest opinions and typical or clearly qualified experiences. Advertiser must disclose any payment, free product, discount, employment, family relationship, ownership interest, affiliate commission, or other material connection that could affect credibility.

Advertiser may not write or purchase fake reviews; use employees, agents, or affiliates as ordinary customers without disclosure; condition incentives on positive sentiment; suppress or threaten negative reviewers; misrepresent aggregate ratings; selectively import only favorable reviews; or use testimonials after learning they are false or no longer representative.

FarmerMind may label verified purchases, incentivized reviews, advertiser responses, or material connections; remove suspicious activity; delay publication for fraud checks; and preserve review-integrity records. FarmerMind does not promise to publish every review and may apply neutral moderation rules.

## 13. Service Areas, Languages, and Localization

Advertiser will select only countries, regions, languages, crops, and categories it can lawfully and meaningfully serve. Advertiser must disclose territory limitations, distribution constraints, currency, shipping limitations, required licenses, and whether listed support channels are available in the selected language.

Selected countries, crops, categories and languages describe the business offering; they do not activate automated targeting or guarantee exposure in those markets. The standard company dashboard does not include a geographic or audience-targeting report.

FarmerMind may translate or localize content. Advertiser must review material translations when requested. If a translation conflicts with the approved English source, the English source controls between FarmerMind and Advertiser, but Advertiser remains responsible for legally required local-language disclosures and labels.

## 14. Measurement, Reporting, Attribution, and Invalid Traffic

Recorded website clicks shows all-time and last 7- and 30-day totals, daily activity and a seven-day trend for the representative's approved, published company. Daily periods use America/Chicago dates. Repeated outbound clicks count; opening or refreshing a profile alone does not. Report checked is the refresh time. See Schedule B.

Counts describe stored events, not verified people, unique farmers, destination page loads, inquiries or sales. Network failures, blockers, repeated activity and other technical limitations can affect counts. Comprehensive bot filtering, deduplication, human verification and complete capture are not promised.

Impressions, profile-view totals, unique visitors or clicks, CTR, inquiries, conversions, geography, device breakdowns and custom date comparisons are not included in the current standard report. Desktop and Android activity is not established by a website report. Unavailable data is not zero activity.

Subscription fees purchase the stated profile and membership services, not a guaranteed quantity of activity. A public company address and an outbound company-website destination serve different purposes. Advertiser may not manipulate metrics or encourage meaningless clicks.

## 15. Links, Inquiries, Leads, and Transactions

Advertiser is responsible for every linked destination and must keep it secure, functional, mobile-accessible, consistent with the approved profile, and compliant with law. FarmerMind may scan links, add tracking parameters, use redirect services, display destination warnings, or disable unsafe, expired, redirected, or materially changed destinations.

An inquiry is not a qualified lead or promise of purchase. Advertiser must use inquiry information only to respond to the User request and for other purposes the User clearly authorized. Advertiser must not sell, rent, scrape, enrich, append, or reuse contact information for unrelated marketing without a lawful basis and required consent.

Unless expressly stated otherwise, Advertiser - not FarmerMind - is the seller, service provider, importer, exporter, distributor, merchant of record, and contracting party for third-party products or services. Advertiser controls price, availability, fulfillment, warranties, returns, taxes, support, and regulatory compliance. FarmerMind is not responsible for disputes between Advertiser and Users.

## 16. Fees, Billing, Taxes, and Payment Processing

Prices, currency, billing interval, included features, trial terms, and taxes will be shown at checkout or in an Order Form before activation. Advertiser authorizes FarmerMind and its payment processor to charge the selected payment method for amounts due. Wix Payments, Stripe, or another disclosed processor may process payment under its own terms and privacy practices.

Advertiser must maintain a valid payment method and accurate billing information. Except where law requires otherwise, amounts are due without setoff or deduction. FarmerMind may correct obvious pricing errors before providing the affected service, issue a corrected invoice, and suspend paid features for failed or disputed payment after reasonable notice.

Advertiser is responsible for sales, use, value-added, withholding, goods-and-services, and similar taxes, duties, or levies, excluding taxes on FarmerMind net income. If withholding is legally required, Advertiser will provide official documentation and, where permitted, gross up payment so FarmerMind receives the amount invoiced.

## 17. Trials, Recurring Subscriptions, Renewal, Cancellation, and Refunds

**Trial and paid choices.** After business verification and company approval, eligible companies may activate 90 days free, then USD \$19.99 monthly or \$239.88 annually; or skip the trial and pay the selected amount at checkout. Annual plans are billed yearly. Application submission does not buy a plan or start a trial. A trial starts on activation of the eligible plan.

**Affirmative consent.** FarmerMind will obtain the Advertiser authorized representative's affirmative agreement to recurring charges before billing. A trial does not convert to a paid Subscription unless the checkout disclosure and consent authorize conversion. Advertiser should retain the confirmation email or receipt.

**Renewal.** Subscriptions renew for the period disclosed at signup until canceled. FarmerMind may send renewal or trial-ending reminders where required by law or stated at checkout. Advertiser authorizes recurring charges at the disclosed rate plus applicable taxes. Price changes apply no earlier than the next renewal after advance notice required by law.

**Cancellation.** Advertiser may cancel using the account billing controls or other method identified at signup, or by emailing [info@farmermind.ai](mailto:info@farmermind.ai) from an authorized account address. FarmerMind will provide a reasonably simple cancellation method and a confirmation. Unless stated otherwise, cancellation stops future renewal and takes effect at the end of the current paid period; the profile may remain available until then.

**Refunds.** Fees are non-refundable and non-creditable for partial periods, unused features, rejected optional content, reduced organic demand, or performance dissatisfaction, except as required by law or expressly stated in an Order Form. FarmerMind may issue a credit or refund in its discretion without creating an obligation for future cases.

**Plan changes.** Upgrades may take effect immediately with disclosed prorated charges. Downgrades generally take effect at renewal. Ending paid promotion may return an approved Company Profile to any available free or basic directory state, or remove it if no such state exists.

## 18. Privacy, Tracking, and Data Responsibilities

Each party will comply with privacy, data protection, communications, cookie, and security laws applicable to its processing. FarmerMind handling of personal information is governed by its Privacy Policy. Advertiser must provide its own legally sufficient privacy notice for information it collects after a User leaves FarmerMind or directly contacts Advertiser.

FarmerMind may process account, device, event, security, consent, link, and campaign data to provide reporting, prevent fraud, secure the service, and improve relevance, subject to applicable law and consent choices. Reports will generally be aggregated or limited; FarmerMind does not promise to disclose User identities or raw event-level data.

Advertiser may not place pixels, cookies, fingerprinting scripts, software-development kits, forms, or other tracking technology on FarmerMind surfaces without written approval and any required consent mechanism. Advertiser may not combine FarmerMind data to identify an anonymous User, infer sensitive traits, build unrelated profiles, or target Users based on health, precise location, children's data, or other sensitive information except where expressly permitted by law and FarmerMind.

If Advertiser receives personal data through an inquiry, it will apply appropriate access controls, encryption, retention limits, incident response, and deletion procedures. Advertiser must notify FarmerMind without undue delay of a security incident affecting FarmerMind-sourced data and cooperate with lawful response obligations.

## 19. Intellectual Property and Brand Features

FarmerMind owns the Advertising Services, platform design, software, taxonomy, measurement methods, reports, documentation, trademarks, and related intellectual property, excluding Advertiser Content. No rights are granted except the limited right to use purchased features during the active term.

Advertiser may not use the FarmerMind name, logo, screenshots, data, or relationship in publicity without written approval, except for truthful nominative reference to an active Company Profile using any badge or language FarmerMind expressly supplies. Advertiser may not state or imply that it is "approved," "certified," "verified safe," or "recommended" by FarmerMind merely because its identity or profile was reviewed.

FarmerMind respects intellectual-property rights and may remove disputed content while investigating. Notices should identify the protected work or mark, the disputed material, contact details, a good-faith statement, and a statement of accuracy and authority.

## 20. Platform Integrity and Technical Restrictions

- Do not scrape, harvest, copy, reverse engineer, probe, overload, bypass, or interfere with FarmerMind systems, access controls, rate limits, ranking, analytics, or disclosures.
- Do not automate form submissions, create duplicate profiles, rotate domains to evade review, conceal redirects, manipulate referral headers, or generate artificial impressions, views, clicks, inquiries, ratings, or engagement.
- Do not upload malicious code, exploit content, executable attachments, or files that collect data outside approved functions.
- Do not use FarmerMind data, outputs, content, or Users to train a model, create a competing directory, or conduct surveillance without written authorization.
- Security research must be conducted only under a published vulnerability-disclosure program or prior written approval.

## 21. Monitoring and Enforcement

FarmerMind may use automated and human review before or after publication; inspect destinations; request substantiation; investigate complaints; preserve evidence; and cooperate with Users, payment providers, rights holders, regulators, courts, or law enforcement as legally appropriate.

FarmerMind is not required to monitor all content and does not assume Advertiser responsibilities by reviewing or editing material. Failure to detect a violation does not waive enforcement. FarmerMind may apply labels, warnings, age or location restrictions, reduced distribution, corrections, link blocks, content removal, account limits, refunds to affected Users where applicable, or other proportionate measures.

## 22. Suspension, Rejection, Removal, and Termination

FarmerMind may reject, pause, restrict, unpublish, or terminate Advertising Services for breach; payment failure; suspected fraud; invalid traffic; unsafe or misleading claims; rights complaints; security risk; sanctions or legal requirements; repeated low-quality submissions; material destination changes; harm to Users; or unacceptable platform or reputational risk.

Where reasonable and lawful, FarmerMind will identify the issue and allow correction. Immediate action may be taken for urgent safety, fraud, security, legal, or integrity concerns. Advertiser may stop using the Advertising Services or cancel as described in Section 17.

Upon termination, access and paid placement end; outstanding charges become due; and Advertiser must stop claiming an active relationship. Sections concerning payment, records, licenses for retained copies, intellectual property, warranties, indemnification, disclaimers, liability, confidentiality, disputes, and general terms survive.

## 23. Advertiser Warranties

Advertiser represents and warrants, continuously, that: (a) it is a legitimate and duly authorized organization; (b) the accepting person has authority; (c) all information is accurate and current; (d) Advertiser Content and destinations comply with law and do not infringe rights; (e) objective claims are substantiated; (f) required licenses, registrations, approvals, warnings, and disclosures are maintained; (g) Advertiser will honor advertised offers and User rights; (h) contact data will be used lawfully; and (i) Advertiser will not manipulate the platform or metrics.

Advertiser must notify FarmerMind immediately if a warranty becomes untrue. FarmerMind may rely on these warranties when reviewing and publishing content.

## 24. Indemnification

Advertiser will indemnify, defend, and hold harmless FarmerMind, its affiliates, and their directors, officers, employees, contractors, agents, and service providers from third-party claims, regulatory actions, fines, penalties, losses, damages, judgments, settlements, and reasonable legal fees arising from or relating to: Advertiser Content; products or services; claims or omissions; linked destinations; transactions or communications with Users; privacy or data practices; infringement; product injury or recall; taxes; breach of these Advertising Terms; or violation of law.

FarmerMind will promptly notify Advertiser of a covered claim, subject to no forfeiture except to the extent delay materially prejudices the defense. Advertiser may control the defense with competent counsel, but may not settle in a manner that admits FarmerMind wrongdoing, imposes obligations on FarmerMind, or fails to fully release FarmerMind without written consent. FarmerMind may participate with its own counsel at its expense.

## 25. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ADVERTISING SERVICES, MARKETPLACE, REPORTS, METRICS, TARGETING, LINKS, INQUIRIES, AND RELATED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." FARMERMIND DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AVAILABILITY, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

FARMERMIND DOES NOT WARRANT UNINTERRUPTED SERVICE; ERROR-FREE REPORTING; COMPLETE BOT OR FRAUD DETECTION; ANY NUMBER, IDENTITY, LOCATION, INTENT, OR QUALITY OF USERS; ANY RANK, PLACEMENT, IMPRESSION, VIEW, CLICK, INQUIRY, CONVERSION, SALE, REVENUE, RETURN ON INVESTMENT, OR AGRICULTURAL OUTCOME; OR THE CONDUCT OF USERS OR THIRD PARTIES.

FarmerMind review, formatting, verification, moderation, or acceptance does not transfer Advertiser responsibility or create a professional opinion about legal compliance, product safety, efficacy, financial condition, or suitability. Mandatory rights that cannot lawfully be disclaimed remain unaffected.

## 26. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, FARMERMIND AND ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND LICENSORS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; LOST PROFITS, REVENUE, SALES, DATA, GOODWILL, CROPS, YIELD, LIVESTOCK, BUSINESS, OR OPPORTUNITY; COST OF SUBSTITUTE ADVERTISING; OR CLAIMS ARISING FROM USERS OR THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY.

FARMERMIND'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE ADVERTISING SERVICES OR THESE ADVERTISING TERMS WILL NOT EXCEED THE GREATER OF (A) THE FEES PAID BY ADVERTISER FOR THE AFFECTED ADVERTISING SERVICES DURING THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR (B) US\$100.

The limitations apply regardless of theory and notwithstanding failure of essential purpose. They do not exclude liability that cannot lawfully be excluded, including liability for FarmerMind fraud or willful misconduct where applicable. Each party acknowledges that pricing reflects this allocation of risk.

## 27. Confidentiality and Feedback

Each party may receive non-public business, product, security, pricing, or technical information identified as confidential or reasonably understood to be confidential. The receiving party will use it only for the relationship, protect it with reasonable care, and disclose it only to personnel and advisers who need it and are bound by confidentiality. These duties do not cover information lawfully public, already known without duty, independently developed, or rightfully received from another source.

Legally compelled disclosure is permitted after notice where lawful and reasonable assistance in seeking protection. Aggregated or de-identified performance trends that do not identify Advertiser are not Advertiser confidential information. FarmerMind may use voluntary feedback without restriction or payment, but will not publicly attribute confidential feedback without permission.

## 28. Compliance, Sanctions, and Anti-Corruption

Advertiser will comply with advertising, competition, consumer-protection, product, environmental, labor, accessibility, anti-spam, privacy, export-control, sanctions, anti-boycott, anti-bribery, and anti-corruption laws applicable to its organization, content, targeting, and transactions.

Advertiser represents that neither it nor, to its knowledge, its controlling persons are prohibited parties or located in a comprehensively sanctioned jurisdiction in a manner that would make the services unlawful. Advertiser may not use the Advertising Services for prohibited transactions or to offer bribes, kickbacks, facilitation payments, or improper benefits to public officials or private persons.

FarmerMind may request compliance certifications and may block markets, entities, payments, or content to meet legal or risk obligations. No term requires either party to violate law.

## 29. Changes, Notices, and Records

FarmerMind may update these Advertising Terms for legal, security, product, measurement, or operational reasons. Material changes will be posted with a new date and, for active paid Advertisers, communicated by email or account notice in advance when required. Changes do not retroactively alter an accepted Order Form unless required by law or agreed by the parties.

Operational notices may be sent to the account email and are effective when sent. Advertiser notices must be sent to [info@farmermind.ai](mailto:info@farmermind.ai) from an authorized address and include the company name and account information. Advertiser must retain copies of accepted terms, orders, claims support, licenses, releases, consent records, communications, and billing records for the period required by law and at least three years after the relevant

content stops running where lawful.

## 30. Governing Law, Arbitration, and Class-Action Waiver

**30.1 Informal resolution.** Before arbitration, a party must email a written dispute notice to [info@farmermind.ai](mailto:info@farmermind.ai) describing the facts, legal basis, requested relief, and contact information. The parties will attempt in good faith to resolve the dispute for 60 days.

**30.2 Arbitration.** Except for small-claims matters, claims for injunctive relief protecting intellectual property or confidential information, collection of undisputed fees, or claims that cannot lawfully be arbitrated, disputes arising from these Advertising Terms or Advertising Services will be resolved by binding individual arbitration administered by the American Arbitration Association under its applicable Commercial Arbitration Rules. The Federal Arbitration Act governs this agreement.

**30.3 Location and procedure.** A single neutral arbitrator will conduct the proceeding. The seat is Bexar County, Texas, unless the parties agree otherwise. Remote appearance may be used. The arbitrator may award individual relief available in court but may not consolidate unrelated parties without consent.

**30.4 Class-action and jury waiver.** EACH PARTY WILL PROCEED ONLY IN AN INDIVIDUAL CAPACITY AND WAIVES PARTICIPATION AS A PLAINTIFF OR CLASS MEMBER IN A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION. EACH PARTY WAIVES A JURY TRIAL TO THE EXTENT A DISPUTE PROCEEDS IN COURT.

**30.5 Opt-out.** Advertiser may opt out of arbitration by emailing [info@farmermind.ai](mailto:info@farmermind.ai) with subject "Advertising Arbitration Opt-Out" within 30 days after first accepting these Advertising Terms. The notice must identify Advertiser, the accepting representative, account email, and an unequivocal request to opt out. Opting out does not affect other terms.

**30.6 Courts and law.** Texas law governs without regard to conflict rules. For disputes not subject to arbitration, the parties consent to exclusive jurisdiction in the state and federal courts located in Bexar County, Texas, except where mandatory law requires otherwise. If the class waiver is unenforceable for a particular claim, that claim will proceed in court and not arbitration.

## 31. General Provisions

**Entire agreement.** These Advertising Terms, applicable Order Forms, the FarmerMind Terms of Use, Privacy Policy, and incorporated policies form the agreement concerning Advertising Services and supersede prior discussions on that subject.

**Order of precedence.** An Order Form controls specific price, term, inventory, and feature commitments; these Advertising Terms control legal and operational matters; the general Terms of Use apply where neither addresses the issue. A purchase order does not modify the agreement unless FarmerMind signs an express amendment.

**Independent parties.** The parties are independent contractors. No partnership, franchise, fiduciary, employment, agency, distribution, endorsement, or exclusivity relationship is created.

**Assignment.** Advertiser may not assign the agreement without FarmerMind written consent. FarmerMind may assign it to an affiliate or in connection with financing, reorganization, merger, acquisition, or asset transfer.

**Force majeure.** Neither party is liable for delay caused by events beyond reasonable control, except payment obligations. FarmerMind may adjust delivery or extend service where commercially reasonable.

**Severability; waiver.** Invalid terms will be limited to the minimum necessary; the remainder stays effective. Failure to enforce is not waiver. Headings aid reading only. Electronic acceptance and records are valid to the fullest extent permitted by law.

**Language.** English controls between the parties. Translations may be provided for convenience, subject to mandatory local law.

## 32. Contact and Advertising Questions

### FarmerMind AI LLC

Advertising, billing, profile, legal notice, cancellation, and disclosure questions:

**info@farmermind.ai**

Website: **farmermind.ai**

Advertisers should include the company name, account email, profile URL if available, and a concise description of the request. Product safety emergencies should also be reported to the competent local authority and emergency resources where appropriate.

## Schedule A. Required Labels and Disclosure Rules

FarmerMind will select the label appropriate to the placement. Advertiser may not substitute vague terms such as "Partnered," "Featured," "Presented by," "Ambassador," or "Thanks" when they would not clearly communicate advertising to the intended audience.

| Format                                          | Default disclosure                               | Placement standard                                                                                       |
|-------------------------------------------------|--------------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Paid Company Profile                            | Paid Company Profile or Sponsored                | At or immediately beside the profile identity, above substantive promotional claims.                     |
| Promoted search or directory card               | Sponsored or Promoted                            | Visible on the card before click; not hidden in a tooltip or footer.                                     |
| Sponsored article, guide, or video              | Advertisement or Sponsored Content               | At the beginning and near the title; repeated where format or length makes that necessary.               |
| Paid recommendation or native unit              | Ad, Advertisement, or Sponsored                  | Close to the recommendation in the same visual field.                                                    |
| Influencer, testimonial, or material connection | Paid partnership, Sponsored, or clear equivalent | In the endorsement itself, in the language used, before truncation, and in audio/video where applicable. |

- **Clarity:** use ordinary words the audience understands; disclose the commercial relationship, not merely the brand name.
- **Proximity:** place the disclosure with the claim or content it qualifies. Do not rely only on Terms, an About page, or a remote hyperlink.
- **Prominence:** use readable size, contrast, duration, and audio volume appropriate to the format and device.
- **Unavoidability:** the disclosure should appear before or when the User encounters the advertising message, not only after engagement.
- **Language:** disclose in the same language as the advertising message where practical and legally required.
- **Consistency:** preserve disclosures when content is reposted, clipped, embedded, translated, or displayed on a smaller screen.

## Schedule B. Measurement Definitions

The definitions below describe the current company dashboard. Only recorded outbound website-click totals are included. Other metrics are expressly unavailable in this report. A missing or failed report must not be shown or interpreted as zero activity.

Recorded website clicks - Stored outbound clicks: all-time, last 7 and 30 Central Time days, daily totals and a seven-day trend. Repeats count; these are not unique people, verified humans or sales.

**Report checked** - Time the dashboard refreshed the report. It does not select an attribution window or a custom reporting period.

**Zero and unavailable** - Zero means a successful report returned no recorded events. Unpublished profiles, failed reports or unavailable data do not establish zero activity.

**Metrics not included** - Impressions, profile-view totals, unique visitors or clicks, CTR, inquiries, conversions, geography, device breakdowns and custom date ranges are not provided in the current standard report.

**Public link and other platforms** - The company profile address identifies a public page; it is not itself a tracking guarantee. Website-click reporting does not establish Desktop or Android activity, offline synchronization, audience reach or sales.

## Reporting rules

- Reporting covers all-time, 7- and 30-day click totals and daily activity in Central Time; Refresh checks for updates.
- FarmerMind may restate historical data to remove invalid activity or correct defects.
- Submit a good-faith metric dispute within 30 days after viewing the disputed figure, with the company link, report check time and supporting evidence.
- FarmerMind internal logs control absent demonstrable error, but FarmerMind may grant a service credit where an Order Form expressly provides one.

## Schedule C. Content Standards and Review Checklist

Before submission, the Advertiser authorized representative should confirm every item below. FarmerMind may request the same evidence during review or later.

- **Identity:** legal name, brand name, ownership, registration, website, business email, address, and authorized representative are accurate.
- **Markets:** the company can lawfully serve every selected country or region and has disclosed availability limits.
- **Products:** product names, categories, models, prices, stock statements, certifications, registrations, and support channels are current.
- **Claims:** each objective, comparative, environmental, safety, efficacy, yield, savings, or performance claim has current evidence.
- **Media:** the company owns or has permission for logos, photos, video, music, people, farms, testimonials, and third-party marks.
- **Offers:** material terms, total price, renewal, limitations, deadlines, and redemption requirements are clear and can be honored.
- **Safety:** warnings, label directions, prohibited uses, and required personal protective equipment are not omitted or contradicted.
- **Destination:** every link uses HTTPS where available, works on mobile, matches the reviewed offer, and has an accurate privacy notice.
- **Contact and leads:** personnel are trained to respond lawfully and to protect, retain, and delete User information appropriately.
- **Disclosure:** paid status and material connections will remain visible in every format and language.

## Schedule D. Launch Controls for FarmerMind

This Schedule states current scope and required controls, not an independent audit. Additional services require implementation and explicit disclosure before they are offered.

- **Application:** company representative creates or signs in to a Wix member account and submits company identity, contact, market, category, crop, language, description, rights, and authorization information.
- **Review queue:** submissions enter a non-public pending collection. FarmerMind checks completeness, business credibility, website consistency, market fit, prohibited content, and higher-risk claims before publication.
- **Status controls:** the dashboard displays application and review information separately from membership and public profile publication. Account access alone is not company approval.
- **Publication:** only reviewed information may be public. Paid content must carry a clear advertising label. Website publication and Desktop or Android release are separate steps.
- **Links:** published company profiles have company-specific public addresses. Supported outbound website-click events are recorded for that company; repeat events count.
- **Reporting:** all-time, last 7 and 30 Central Time days, daily totals and a seven-day trend of outbound website clicks. Impressions, unique people, inquiries, sales and Desktop/Android reach are not included.
- **Trial and membership:** submission is free. Verified, approved companies choose eligible monthly or annual plans with a 90-day trial, or immediate-paid versions. Checkout must show price, billing interval, first charge, renewal and cancellation before consent.
- **Payments:** Wix Payments, Stripe, or another disclosed payment processor may collect recurring fees. Payment data is handled by the processor subject to its terms.
- **Content uploads:** use the formats and size limits of the application fields. Materials are subject to review and are not guaranteed publication. Advertiser must confirm content rights.
- **Farmer protection:** no paid placement overrides safety warnings, product labels, local law, editorial independence, or FarmerMind decision-support disclaimers.
- **Appeals and support:** companies may ask questions, correct information, dispute enforcement, or request cancellation through [info@farmermind.ai](mailto:info@farmermind.ai).
- **Audit trail:** FarmerMind may retain accepted terms, consent timestamp, plan, disclosure version, content versions, status history, link destinations, material communications, and billing records.

**IMPLEMENTATION NOTE: BEFORE PUBLIC LAUNCH, FARMERMIND SHOULD HAVE TEXAS COUNSEL REVIEW THIS DOCUMENT TOGETHER WITH THE TERMS OF USE, PRIVACY POLICY, CHECKOUT COPY, TRIAL CONSENT, CANCELLATION FLOW, PAYMENT-PROCESSOR CONFIGURATION, COOKIE CONTROLS, AND LIVE AD LABELS. THE CONTRACT AND THE PRODUCT EXPERIENCE MUST MATCH.**

End of Advertising Disclosure and Marketplace Partner Terms v1.2