

Tablet App License of Use

This license of use of the software is an agreement that governs the use of this application for smart phones and tablets (hereinafter the Software), the rights of which are held by PULVERIZADORES FEDE, S.L.U. (hereinafter Fede). Fede's solutions are offered under different brands. The tablet version of the application can only be used with the tablet associated with the equipment purchased, and cannot be purchased, downloaded or installed externally. The fact of "accepting and continuing" to use the Software will imply that you (hereinafter the User) have unreservedly read and accepted the terms of this LICENSE:

1. LICENSE CONCESSION

The present software offers services of monitoring the works performed in agricultural plantations, allowing access to the data obtained through sensors and peripheral electronics either through the smart phone or tablet where the application is installed, or through a web access (this last option, involves requires contracting a service complementary).

Based on the above, Fede grants the User the non-exclusive and non-transferable right to use the Software, taking into account the following limitations:

The User may only use the Software on compatible devices. The tablet version may only be used on the device provided. We therefore recommend that you only use the device provided for the operation of the Software. Any installation of another application that interferes with the correct functioning of the Software will be at the exclusive responsibility of the User.

You must not make any copies of the Software.

In the case of any of the payment subscription plans, you must remain up to date with your payment.

Reverse engineering is prohibited. The User may not apply any reverse engineering techniques, decompile or disassemble the Software, or perform any other operation that tends to discover the source code.

Leasing is prohibited. The User will not rent or lease the Software to another person.

It is prohibited to create any alteration, adaptation, modification, translation, improvement or derivative work from the Software.

It is prohibited to carry out any act that may be considered an infringement of any intellectual or industrial property rights belonging to Fede.

2. PRICE

The economic terms and conditions of the Licence are contained in the offer accepted by the User based on the price plan or subscription they have taken out. The cost of the Licence is annual, in those cases where the User chooses to pay on a monthly basis, the User is obliged to pay the full amount outstanding of the fees due in the event of early termination for any reason whatsoever.

2. DURATION

The licence is validly granted from the moment of acceptance of this agreement and shall be valid for ONE (1) YEAR, and shall be automatically renewed for annual periods if the User does not notify Fede of his/her wish not to renew it at least 30 days prior to the date of termination of the initial grant or any of the renewals.

This license will also be automatically void if the User does not meet the conditions established in this agreement.

3. PROPERTY RIGHTS

All intellectual property rights to the Software (including images, photographs, animation, video, audio, music, text and other elements that are part of the Software), the attached documentation and all copies of the Software belong to Fede. as the owner of the associated brands or their suppliers. The Software is protected by international laws and treaties relating to the right of ownership.

4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

4.1. Generalities

Fede will not be responsible in the event of interruptions of the Service, delays, errors, malfunctions of the service and, in general, other inconveniences arising from causes beyond Fede's control, and/or due to malicious action or culpability of the User and/or has its origin on causes of a fortuitous event or force majeure and all events occurring outside Fede's control, such as: failure of third parties, operators or service companies, lack of access to telecommunications networks, others produced as a result of natural phenomenon, outages, etc. and hackers' attacks or attacks from third parties specialized in the security or integrity of the computer system, provided that Fede has adopted reasonable security measures in accordance with the state of the art. In any case, whatever its cause, Fede will not assume any responsibility for direct or indirect damages, emergent damages and/or loss of profit.

4.2 Absence of responsibility regarding the application of treatments

The User is aware that the data suggested by the Software are not 100% specific and accurate data, but rather approximate data which must always be supervised and expressly accepted, since all this data is supplied on the basis of the information provided by the user as well as the data collected by the other elements that make up the sprayer.

ON THE BASIS OF THE ABOVE, IN NO EVENT FEDE WILL BE CONSIDERED RESPONSIBLE FOR ANY DAMAGES CAUSED DURING THE APPLICATION OF ANY TREATMENT TO THE CROPS.

5. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

We inform you that in the Software there are mechanisms that guarantee the security, confidentiality and integrity of all information stored by the application.

The privacy policy applies to the use of the Software that you and your designated users' make, furthermore these terms and conditions apply to the collection, use, processing, transmission and disclosure of personal information in connection with the Software : (i) the use of the Software that you make may include the processing of personal information of third parties to elaborate access profiles, in this case it is up to you to inform and have the explicit consent of each of them to process their registration.

In compliance with current legislation, Fede reserves the right to investigate alleged infringements of this agreement, as well as actions carried out by users of the Software that involve an unlawful act in accordance with the current legislation.

6. MODIFICATIONS AND UPDATES

Fede reserves the right to modify the present license, the terms of use as well as the Privacy Policy and the rest of legal documents published in the web at any time, by posting a notice. The User has the obligation to review those modifications. If the changes are substantial, we will ask you to accept the new version of this licence. If the changes are minor, we will do so by posting a notice or by sending you reasonable notice of the changes, for example, by email.

On the other hand, an update of the latest version of the Software may be required periodically in order to allow continued access and proper use of the service.

7. APPLICABLE LAW AND JURISDICTION

Spanish legislation will be applicable in case of resolution of all disputes or issues related to this agreement or activities developed by the use of the Software. In such case, the parties expressly submit, being competent for the resolution of all disputes arising or related to its use the courts and tribunals of the city of Valencia (Spain).