

# Terms of Use – ENZA EZ Rewards App (USA)

The ENZA EZ Rewards App is provided to you by Enza Zaden USA Inc. - a company incorporated under the laws of California, USA, having its principal place of business in 7 Harris Place, Salinas, CA 93901, California, USA and/or its group companies ("ENZA") and is available in the Apple store and Google Play App ("ENZA EZ Rewards App"). The ENZA EZ Rewards App is intended as a tool for the business users (growers) using and purchasing ENZA seeds ("Business User") and resellers or dealers engaged by ENZA to resell ENZA seeds ("Dealer") to earn rewards in accordance with the ENZA rewarding program ("Reward Program"). "You" shall mean (i) any Business User (growers), or (ii) Dealer signed up for the Reward Program through the ENZA EZ Rewards App.

By signing up for the Reward Program or otherwise using the ENZA EZ Rewards App, including any and all associated services, features and functionalities, websites and user interfaces as well as all content, information and data ("Content") provided therein, You agree to the terms and conditions as stated herein ("Terms of Use") and the [Privacy Policy](#) (see below). The Terms of Use govern Your rights and obligations regarding the use of the Reward Program and the ENZA EZ Rewards App and constitutes a binding agreement between ENZA and You; therefore, it is recommended that You carefully read these Terms of Use. If You do not agree to these Terms of Use or the Privacy Policy, then You are prohibited and must refrain from using the Enza EZ Rewards App.

## Account and Use of the Service

To access and use the ENZA EZ Rewards App and benefit from the Reward Program, You have to create an account with us ("Account"). Upon creating an Account, we may ask You for information, such as your name, company name, email address, telephone number etc. As a Business User You will also have to select the name of the Dealer representative where You purchase the ENZA seeds, so we can administer and customize Your experience with our Reward Program, and allow You to earn points ("EZ Points") that can be used to obtain free gifts, gift cards, discounts on ENZA seeds or other benefits. You agree that the information You provide us will be true, accurate, current and complete. We also request that You create a password for Your Account. You agree not to disclose Your password to anyone else, and You also agree You will be solely responsible for any activities or actions taken under Your Account, whether or not authorized by You. Please notify us immediately of any unauthorized use of Your password or Account. We are not liable for any loss or damage from your failure to comply with these requirements.

Subject to Your compliance with these Terms of Use, You get to enjoy the Reward Program and earn EZ Points anytime. ENZA hereby grants You a free of charge, non-exclusive, time-limited, non-transferable, non-sublicensable, revocable license to download and install one (1) copy of the ENZA EZ Rewards App to Your mobile device, and access and use the Reward Program, solely for Your own personal and non-commercial use.

You agree that You shall only use the Reward Program in a manner that complies with all applicable laws and regulations in the USA and Canada (depending on Your location), including, but not limited to, applicable restrictions concerning privacy, copyright, and other intellectual property rights.

You shall not reproduce, use, block, overwrite, copy, distribute, intercept, damage, or monitor any Content provided through the ENZA EZ Rewards App by using any robot, spider, search engine, or any other automatic mechanism.

You will not duplicate, transfer, give access to, copy, or distribute any part of the Reward Program in any medium without permission of ENZA. You will not undertake, cause, permit or authorize the copying, modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking any part of the ENZA EZ Rewards App or the Reward Program nor will You attempt to create the source code from the object code of the ENZA EZ Rewards App.

## Reward Program

If You are a Business User, You may scan the QR Code on ENZA seeds packages by using the ENZA EZ Rewards App scanning function and the camera on Your mobile device. Based on the QR Code You will earn EZ Points which will shown in Your Account. You should scan items one at a time and wait some time between scans. As a Dealer, you will receive EZ Points based on the ENZA Seeds purchased by the Business User linked to you. Per thousand seeds (m) of each Enza Seeds you will receive 1 (one) EZ Point. You may check Your EZ Points at any time in Your Account.

ENZA reserves the right to change, add or remove the methods by which You can earn and redeem EZ Points or other awards, for any reason and without notice to You, in its sole discretion and at any time.

ENZA will not be liable for a failure to award EZ Points or other under any circumstance, for any reason, including due to errors in Your mobile device or mobile network, failing to complete the actions, failure to follow the stated directions, due to the inaccuracy or illegibility of the receipt submitted.

Once You have accrued a sufficient level of EZ Points, You may redeem them for free ENZA seeds, specified gifts or whatever other rewards ("Rewards") are listed in the rewards section of the ENZA EZ Reward App at that time. Only Growers will be able to redeem EZPoints for free ENZA Seeds. To receive Rewards from our partner Amazon, Dealers and Growers shall need to set up accounts with Amazon.

ENZA may modify the list of Rewards periodically, and reserves the right to modify the EZ Points values of the Rewards, and its applicable redemption at any time, including but not limited to devaluing EZ Points and Rewards, for any reason. The EZ Points of a Business User shall expire after twelve (12) months, meaning that a Business User will no longer be able to redeem such EZ Points for Rewards. Expired EZ Points will no longer be visible in the Account of Business User. EZ Points of a Dealer do not expire as long Reward Program is in place and the Dealer Account is active.

If You believe that EZ Points were not properly accrued to Your Account, please notify ENZA by using the "Contact Us" form in the ENZA EZ Reward App within thirty (30) days of the date the error occurred. ENZA will have thirty (30) days for any claims to be researched and respond to You. ENZA's determination will be final, and made in its sole discretion.

When selecting a Reward, make sure it is the correct one as all redemptions of EZ Points for Rewards are final. To redeem Rewards, click the selected item and follow instructions provided in the ENZA EZ Reward App to claim the Reward. EZ Points have no cash value, are not your property, cannot be sold, transferred, or assigned, and may only be redeemed for Rewards offered within the Reward Program. EZ Points and other awards may be revoked at any time by ENZA for any reason and without prior notice.

## Intellectual Property Rights

You acknowledge and agree that any and all intellectual property rights in the ENZA EZ Rewards App, the Reward Program and any Content provided therein are and shall remain the exclusive property of ENZA, its suppliers and/or licensors. Nothing in these Terms of Use intends to transfer any intellectual property rights to You or to vest any intellectual property rights in You. You are only entitled to the limited use of the intellectual property rights granted to You herein. You will not take any action to jeopardize, limit, or interfere with the intellectual property rights. You acknowledge and agree that any unauthorized use of intellectual property rights is a violation of these Terms of Use and a violation of intellectual property laws, including without limitation, copyright laws, and trademark laws.

You agree that You will not remove, obscure, make illegible or alter any notices or indications of the intellectual property rights and ownership thereof.

## Liability Disclaimer

You agree and acknowledge that You assume full, exclusive and sole responsibility for the use of the ENZA EZ Rewards App and Reward Program and reliance on its Content, and You further agree and acknowledge that Your use of the ENZA EZ Rewards App and Reward Program an/ or reliance on the Content is made entirely at Your own risk.

The Content published in or provided through the ENZA EZ Rewards App and Reward Program may include inaccuracies or errors. We, and our suppliers/licensors, make no warranties or representations about the accuracy, completeness, or suitability of the Content contained in the EZ Rewards App and Reward Program for any purpose. The ENZA EZ Rewards App, Reward Program and its Content is provided AS IS and AS AVAILABLE without warranty of any kind. To the fullest extent permitted by law, ENZA, its officers, directors, employees, suppliers, and licensors disclaim all warranties, express or implied, in connection with the ENZA EZ Rewards App, Reward Program and its Content and Your use thereof, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non- infringement. In no event shall we, our suppliers or licensor be liable or responsible for any direct, indirect punitive, incidental, special or consequential damages arising out of or in any way connected with or for any loss or damage of any kind incurred as a result of (i) Your use of the ENZA EZ Rewards App and Reward Program, (ii) a delay or inability to use the ENZA EZ Rewards App and Reward Program, (iii) any errors or omission in ENZA EZ Rewards App, Reward Program and its Content, (iv) Your use of any Content (including content from third parties) transmitted or otherwise made available, accessed or obtained through the ENZA EZ Rewards App and Reward Program, (v) any unauthorized access to or use of our servers and/or any of all personal information, (vi) any bugs, viruses, Trojan horses or the like which may be transmitted to or through the ENZA EZ Rewards App and Reward Program by a third party, (vii) any personal injury or property damage, of any nature whatsoever, resulting from Your access to and use of the ENZA EZ Rewards App and Reward Program, or (viii) otherwise arising out of the use of the ENZA EZ Rewards App and Reward Program, whether based on warranty, contract, tort, strict liability or otherwise. As some jurisdictions do not allow some of the exclusions or limitations of liability as set forth above, some of these exclusions or limitations may not apply to You. In such event the liability will be limited to the extent legally permitted under the applicable legislation.

Insofar as the ENZA EZ Rewards App and Reward Program includes links to services or applications not operated or managed by ENZA, ENZA will not be liable for any form of liability arising from Your reliance on, or in connection, with, the content of such services and application or any information provided by them, including but not limited to its completeness, accuracy, correctness or it being up-to-date.

The ENZA EZ Rewards App and Reward Program is controlled and provided by ENZA from the USA. ENZA makes no representation that the ENZA EZ Rewards App is appropriate or available for use in other locations. Those who access or use the ENZA EZ Rewards App and Reward Program from other jurisdictions do so at their own risk and are responsible for compliance with local law.

## Breach and Indemnity

You agree to indemnify ENZA, its officers, directors, employees, suppliers, and licensors, from and against any and all claims, damages, losses, liabilities, and expenses that may arise from (i) Your use of and access to the ENZA EZ Reward App and Reward Program, (ii) Your violation of any of these Terms of Use and/ or applicable law and (iii) Your violation of any third party right, including without limitation any copyright, property or privacy right.

## Privacy and Personal Data

ENZA aims to be a good host of Your personal data and is committed to protecting Your privacy during the use of the ENZA EZ Reward App and Reward Program. By using the ENZA EZ Reward App and Reward Program, ENZA shall only collect, process, and use the personal data needed by ENZA to provide You the Reward Program and/or with Your consent. Any personal data submitted through the ENZA EZ Reward App and Reward Program is subject to our [Privacy Policy](#) (see below). Please review our Privacy Policy to understand our practices concerning your personal data.

## Termination

You may terminate Your Account at any time and for whatever reason by sending your request 'please delete my account' to [ez-rewards@enzazaden.com](mailto:ez-rewards@enzazaden.com). By canceling Your Account, Your Account will be terminated and may no longer be accessible, and all EZ Points and Rewards are immediately forfeited. Any termination request will be handled within thirty (30) days of receipt of such a request by ENZA.

We may immediately terminate Your Account or suspend Your access to the Reward Program, and remove any EZ Points, material (including any material or preferences uploaded by You) from the ENZA EZ Reward App or our servers, in the event that You breach the Terms of Use or the Privacy Policy, or for other improper conduct, at our sole discretion and without prior notice to You. As a result of any such termination, we may disqualify You from future participation in any of our programs. Any suspension, termination or cancellation will not affect Your obligations to ENZA under the Terms of Uses (including but not limited to ownership, indemnification and limitation of liability), which by their sense and context are intended to survive such suspension, termination or cancellation.

Upon termination, all licenses and other rights granted to You under the Terms of Use will immediately cease, and You will forfeit all EZ Points and other awards accrued. We will not be liable to You or any other person for termination of Your Account or suspension of Your access to the ENZA EZ Rewards App and Reward Program. Upon any termination or suspension, any information You submitted to the Reward Program may no longer be accessed by You. Furthermore, we will have no obligation to maintain any information stored in our database related to Your Account or to forward any information to You or any other person.

## General

We reserve the right to modify the Terms of Use at any time. You are responsible for regularly reviewing these Terms of Use that are continuously put at Your disposal by including them in the ENZA EZ Rewards App. Continued use of the Service following any such changes shall constitute Your acceptance of such changes. We reserve the right to make and have made any and all changes to the Reward Program, the ENZA EZ Rewards App, and/or Content, at our sole discretion, without notice to You. We reserve the right to, at our sole discretion, deny (temporary) access to the Service to anyone at any time.

These Terms of Use refer only to the use of the Service. Separate terms and conditions (may) apply to goods and services (including gifts) obtained from third parties through the ENZA EZ Reward App. You are advised to check the terms and conditions of such third parties providing services through the EZ Reward App before accessing or using such services.

These terms shall be governed by and construed in accordance with the laws of California, USA. You consent to the exclusive jurisdiction of the courts of California.

*Last modified January 2021*

# Privacy Policy Enza EZ Rewards App (USA)



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ENZA aims to be a good host of Your personal data and is committed to protect the privacy of our clients and the users of the EZ Reward App, including all Content and Reward Program provided therewith.

We have created this privacy policy (hereafter: "Privacy Policy") for the EZ Reward App to inform You what type of personal data may be collected and/or used by ENZA and/or shared with third parties. We advise You to read this Privacy Policy thoroughly to make an informed decision about whether to use or continue using the EZ Reward App and Reward Program. If You do not agree to our practices described herein, or any part thereof, then You are prohibited and must refrain from using the EZ Reward App and Reward Program.

This Privacy Policy is incorporated into and is subject to the Terms of Use for the EZ Reward App. Your use of the EZ Reward App and Reward Program and any personal data You provide to the EZ Reward App and Reward Program remains subject to the terms of this Privacy Policy, the Privacy Statement Business Relations, and our Terms of Use. All capitalized terms used herein shall have the meaning ascribed to them in the Terms of Use.

This Privacy Policy does not apply to the practices of companies that ENZA does not own or control, or to individuals whom ENZA does not employ or manage, including any of the third parties to which ENZA may disclose user information as set forth in this Privacy Policy.

## Processing various types of information

ENZA processes following information of users of the Enza EZ Rewards App and service:

- **User Related Information:** You may provide to ENZA personal data, such as your name, company name, email address, telephone number, etc., your usage data such as your EZ Points and Rewards, Your personal preferences with regard to Rewards provided through the Reward Program;.
- **Geographic Information:** To provide location-based services to our users, we may collect and use precise location data, such as the real-time geographic location of the device. This location data is collected anonymously in a form that does not personally identify You and is only used by ENZA to provide location-based products and services. We do not store or share any location data.
- **General usage information:** When You use the Service, our servers log certain general information that our application sends whenever the Service is used, including time and date stamps. We may use such general information (such as user usage data, cookies, I.P. addresses, browser type, clickstream data, etc.) to improve the quality and design of the EZ Reward App and Reward Program and to create new features, functionality, and services by storing, tracking and analyzing user preferences and trends.

The legal basis for this processing of the personal data is that the processing is necessary for the performance of the contractual relationship with You and/or is based on Your consent and/or the processing is necessary to fulfill our legitimate interest in maintaining the relationships with our customer or users.

Unless a specific retention period is mandated under applicable law, for example under fiscal law, ENZA will only retain Your personal data for the duration of time necessary to perform the services in accordance with the agreement with our customers and users.

## Sharing your Personal Data

We will never sell to or share Your personal data with other third-party companies for their commercial or marketing use without Your consent, except as part of a specific program or feature that You requested and for which You will have the ability to opt-in or opt-out.

We may share Your personal data with third-party service or data providers to the extent that it is necessary to perform the Reward Program, the EZ Reward App or provide the Rewards. In such cases, these third parties may only use Your personal data for the purposes described above and only in accordance with our instructions.

The EZ Reward App and Reward Program may contain links to other service providers that are outside our control and are not covered by this Privacy Policy. If you access services from third-party providers using a link provided in our EZ Reward App and Reward Program, the third-party providers may collect information from You, which will be used by them in accordance with their own privacy policies, which may differ from ours. We encourage You to review the privacy policies of such third-party providers to understand if and how they collect and/or use Your information.

EZ Reward App and Reward Program is ad-free, and we have no intention to introduce advertisement into the product, but if we ever do, will update this section.

## Miscellaneous

In the event of questions of complaints regarding the processing of personal data for the Enza EZ Rewards App, please contact [ez-rewards@enzazaden.com](mailto:ez-rewards@enzazaden.com).

## Changes and updates to this Privacy Policy

This Privacy Policy may be revised periodically, and this will be reflected by the "effective date" below. Please revisit this page to stay aware of any changes.

*Last modified January 2021*