

WEBSITE TERMS OF USE

1 - Scope of Website and Business Role of Cypress

The Cypress Company, Inc. DBA Cypress AgriTech (“Cypress”) is a California-based manufacturer’s representative acting as an independent sales arm for various third-party original equipment manufacturers (“OEMs”). The Site is provided exclusively for general informational purposes, non-binding product descriptions, customer communication, and marketing content. Cypress does not design, manufacture, or certify the products referenced on the Site. All product information originates from applicable OEMs and remains subject solely to OEM terms and policies.

2 - No Technical, Engineering, Regulatory, or Operational Advice

All content on the Site is provided strictly on an “AS-IS” and “AS-AVAILABLE” basis. Nothing on the Site constitutes engineering guidance, installation instructions, regulatory advice, warranty interpretation, product suitability determinations, or any form of professional or technical consultation. Users must rely exclusively on OEM-issued documentation for all operational, safety, or compliance matters.

3 - Ownership and Restrictions on Use of Site Content

All text, graphics, logos, images, videos, layouts, and other materials appearing on the Site are owned by Cypress or its OEM partners and are protected by intellectual property laws. Users may not copy, reproduce, distribute, modify, reverse-engineer, create derivative works, or otherwise exploit any Site content without written authorization. OEM trademarks and technical materials are the exclusive property of their respective OEMs.

4 - Acceptable and Prohibited Uses

Users may access the Site solely for legitimate business purposes such as product research or submitting inquiries. Users are strictly prohibited from employing bots or automated tools, attempting to breach or disrupt Site security, uploading malicious code, interfering with functionality, or engaging in fraudulent, abusive, or unlawful behavior.

5 - Outbound Links to OEM and Third-Party Websites

The Site may contain links to OEM websites or external resources. Cypress does not control and is not responsible for the accuracy, availability, privacy practices, or security of any third-party content. User accesses external sites solely at their own risk.

6 - User Submissions, Forms, and Communications

By submitting forms or inquiries through the Site, User authorizes Cypress to store, process, and transmit such information for business purposes, including coordination with

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OEMs. Unless subject to a separate written agreement, User submissions are treated as non-confidential and non-proprietary.

7 - Disclaimer of Warranties

To the fullest extent permitted by law, the Site and all content are provided without any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, accuracy, non-infringement, and uninterrupted availability. OEM warranties apply exclusively through OEM procedures.

8 - Limitation of Liability

Cypress shall not be liable for any direct, indirect, incidental, special, punitive, or consequential damages arising from or relating to Site use, reliance on Site content, errors or omissions, downtime, data loss, viruses, security breaches, or third-party links. Because the Site is provided at no charge, Cypress's total liability for any claim related to Site use is zero dollars (\$0).

9 - Indemnification

User agrees to indemnify, defend, and hold harmless Cypress, its officers, employees, contractors, and OEM partners from all claims, damages, liabilities, and expenses arising from misuse of the Site, violation of these Terms, or unlawful behavior.

10 - Privacy Policy

User's interaction with the Site is governed by the Cypress AgriTech Privacy Policy, incorporated herein by reference.

11 - Termination of Access

Cypress may suspend or terminate User access to the Site without notice for violations of these Terms, security reasons, operational requirements, or unlawful or harmful conduct.

12 - Governing Law and Jurisdiction

These Terms are governed by the laws of the State of California. All disputes arising from Site use shall be resolved exclusively in state or federal courts located within California, and User consents to such jurisdiction.

13 - Modifications to Website Terms of Use

Cypress may update or amend the Website Terms of Use at any time without prior notice. The most current version will be posted or otherwise made available. Continued purchases, interaction or use constitutes acceptance of updated Terms.

14 - Contact Information

For questions regarding the Website Terms of Use or personal information handling practices, Users may contact Cypress AgriTech at the following:
accounting@cypressagritech.com or through our official website.