

**Thombar Terms of Service**  
**Last Updated: November 13, 2025**

Please read these Terms of Service (the “**Terms**”) and our Privacy Notice ([www.thombar.ag/thombar\\_privacy\\_notice](http://www.thombar.ag/thombar_privacy_notice)) (“**Privacy Notice**”) carefully because they govern your use of the website located at <https://www.thombar.ag/> (the “**Site**”) and services accessible via the Site (“**Services**”) offered by Crop Guard, Inc. (“**Thombar**”).

Thombar is a financial technology company and not a bank or other financial institution. Among others, Thombar provides you with access to products and services provided by third parties (“**Third-Party Services**”), including, without limitation, i3 Bank, Member FDIC, and Unit Finance Inc. (collectively, “**Banking Providers**”).

**1. Agreement to Terms.**

(a) By using our Services, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, do not use the Services. If you are accessing and using the Services on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In that case, “you” and “your” will refer to that entity

(b) You acknowledge that certain Services and Third-Party Services may be subject to additional terms set forth by Thombar as stated within the Services or the applicable Banking Provider(s). Further, these Terms are in addition to any other agreement(s) entered into between you and Thombar or between you and a Banking Provider (“**Other Agreements**”), and nothing in these Terms will be deemed to amend or modify the terms of any such Other Agreements. If there is any conflict between these Terms and any Other Agreement you enter into for specific Services or Third-Party Services, the Other Agreement will take precedence in relation to the specific Services or Third-Party Services to which it applies. You acknowledge sole responsibility for complying with all Other Agreements entered into by you.

**2. Privacy Notice.** Please review our Privacy Notice, which also governs your use of the Site and the Services, for information on how we collect, use and share your information.

**3. Changes to these Terms or the Services.** We may update the Terms from time to time in our sole discretion. If we do, we will let you know by posting the updated Terms on the Site, and/or may also send other communications. If you continue to use the Services after we have posted updated Terms it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

**4. Use of the Services.**

(a) Our Services are only available to you, and you may only use the Services, if you are (i) 18 years or older and capable of forming a binding contract with Thombar or a legal entity, (ii) engaged in, or represent a company or other legal entity operating within, the specialty crop growing industry, (iii) an individual resident in the United States, or a legal entity incorporated in and headquartered in the United States, and (iv) not otherwise barred from using the Services under applicable law. By creating an account or otherwise using the Services, you represent and warrant that you meet the foregoing requirements. Any use of the Services for personal purposes or by any person or entity not engaged in the specialty crop industry is expressly prohibited.

(b) Third-Party Services and certain Services may be subject to different or additional eligibility requirements set forth by Thombar or our Banking Providers, as communicated to you via the Site.

(c) For certain Services, you will need an account. It is important that you provide us with accurate, complete and current account information and keep this information up to date. If you do not we may have to suspend or terminate your account. To protect your account, keep the account details and password confidential, and notify us right away of any unauthorized use. You are responsible for all activities that occur under your account.

**5. Fees.** Thombar may at any time require payment of fees for use of the Services; any such fees will be communicated to you in advance via the Site or Services interface. Use of Third-Party Services is subject to payment of fees as set forth in the applicable Other Agreement.

**6. Feedback.** From time to time you may provide us with suggestions, comments, feedback or the like with regard to the Services (collectively, “**Feedback**”). You hereby grant Thombar a perpetual, irrevocable, royalty-free and fully-paid-up license to use and exploit all Feedback in connection with Thombar’s business purposes, including the testing, development, maintenance and improvement of the Services.

**7. Our Intellectual Property.** We may make available through the Services content that is subject to intellectual property rights. We retain all rights to that content.

**8. General Prohibitions and Thombar’s Enforcement Rights.** You agree not to do any of the following:

(a) Use, display, mirror or frame the Site or the Services or any individual element within the Site or the Services, Thombar’s name, any Thombar trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Thombar’s express written consent;

(b) Access, tamper with, or use non-public areas of the Site or the Services, Thombar’s computer systems, or the technical delivery systems of Thombar’s providers;

(c) Attempt to probe, scan or test the vulnerability of any Thombar system or network or breach any security or authentication measures;

(d) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Thombar or any of Thombar’s providers or any other third party (including another user) to protect the Site or the Services;

(e) Attempt to access or search the Site or the Services or download content from the Site or the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Thombar or other generally available third-party web browsers;

(f) Use any meta tags or other hidden text or metadata utilizing a Thombar trademark, logo URL or product name without Thombar’s express written consent;

(g) Use the Site or the Services for the benefit of any third party or in any manner not permitted by these Terms;

(h) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or the Services;

(i) Collect or store any personally identifiable information from the Site or the Services from other users of the Services without their express permission;

(j) Impersonate or misrepresent your affiliation with any person or entity;

(k) Violate any applicable law or regulation; or

(l) Encourage or enable any other individual to do any of the foregoing.

Thombar is not obligated to monitor access to or use of the Site or the Services. However, we have the right to do so for the purpose of operating the Site or the Services, to ensure compliance with these Terms and to comply with applicable law or other legal requirements. We have the right to investigate violations of these Terms or conduct that affects the Site

or the Services. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

**9. Links to Third Party Websites or Resources.** The Services may allow you to access third-party websites or other resources, including websites and resources provided by Banking Providers. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from, your use of any third-party resources, including the payment of all fees in connection with your use of such third-party resources.

**10. Termination.** We may suspend or terminate your access to and use of the Services, including suspending access to or terminating your account, at our sole discretion, at any time and without notice to you. Subject to any requirements set forth in the applicable Other Agreement, you may cancel your account at any time by contacting us through the Services interface. Upon any termination, discontinuation or cancellation of your access to the Services or your account, the following Sections will survive: 5, 6, 8, 9, 10, 12, 13, 13 and 15.

**11. Warranty Disclaimers.** THE SERVICES IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE SERVICES.

**12. Indemnity.** You will indemnify and hold Thombar and its officers, directors, employees and agents, harmless from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of the Services, or (b) your violation of these Terms.

**13. Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER THOMBAR NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THOMBAR OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THOMBAR'S TOTAL CUMULATIVE LIABILITY TO YOU ARISING FROM ALL CLAIMS UNDER OR RELATED TO THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS ACTUAL PAID BY YOU OR ARE PAYABLE BY YOU TO THOMBAR FOR USE OF THE SERVICES, PROVIDED THAT IN NO EVENT WILL THOMBAR'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS MADE UNDER OR RELATED TO THESE TERMS EXCEED ONE HUNDRED DOLLARS \$100.00.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THOMBAR AND YOU.

**14. Governing Law and Forum Choice.** These Terms and any action related thereto will be governed by the laws of the State of California, without regard to its conflict of laws provisions. The parties expressly consent to personal and exclusive jurisdiction in the state and federal courts located in the Northern District of California, and you and Thombar each waive any objection to jurisdiction and venue in such courts.

**15. General Terms.**

(a) Reservation of Rights. Thombar and its licensors exclusively own all right, title and interest in and to the Site and the Services, including all associated intellectual property rights. You acknowledge that the Site and the Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services.

(b) Entire Agreement. These Terms (together with any applicable Other Agreements) constitute the entire and exclusive understanding and agreement between Thombar and you regarding the Services, and these Terms supersede and replace all prior oral or written understandings or agreements between Thombar and you regarding the Services. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect. You may not assign or transfer these Terms, by operation of law or otherwise, without Thombar's prior written consent. Any attempt by you to assign or transfer these Terms absent our consent will be null and void. Thombar may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

(c) Notices. You agree to receive all notices and other communications from us electronically. Any notices or other communications provided by Thombar under these Terms will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(d) Waiver of Rights. Thombar's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Thombar. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

**16. Contact Information.** If you have any questions about these Terms or the Services, please contact Thombar at [customerrelations@thombar.ag](mailto:customerrelations@thombar.ag).