



# QUINTA ESSENTIA

## Legal Disclaimer



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**Version:** 1.0

### Application and Scope

**Application.** This Legal Disclaimer is provided by Quinta and governs your access to and use of the Website and Materials.

**Acceptance; Materials.** Any Materials shall be subject to this Legal Disclaimer, therefore please read this Legal Disclaimer carefully before using, referring to, or relying upon any Materials. If any particular Material contains a disclaimer or term which governs substantially the same matter as outlined herein, it shall apply in addition to and not in lieu of this Legal Disclaimer.

**Acceptance; Website.** By accessing or using the Website, or by clicking the button "I accept" or respective check box in connection with or relating to this Legal Disclaimer, you acknowledge, agree and confirm that you have read, accept without modifications and agree to be bound by this Legal Disclaimer and all terms incorporated herein by reference, which form a legally binding agreement between you and us. You hereby acknowledge and agree that your complete acceptance of this Legal Disclaimer without reservations is a prerequisite for your access to and use of the Website. If you do not accept or agree to this Legal Disclaimer, you are not allowed to access or use the Website, and you must immediately discontinue any use thereof. If you are acting for or on behalf of an entity, you hereby represent and warrant that you are authorised to accept this Legal Disclaimer and enter into a binding agreement with us on such entity's behalf, and you accept this Legal Disclaimer both on behalf of such entity and on your own behalf.

### Licence

Subject to your consent to, acceptance of and compliance with this Legal Disclaimer, we hereby grant you the Licence. Your access and use of the Website shall not violate the terms of the Licence. The Licence shall remain effective until terminated upon the occurrence of any of the following events: (i) this Legal Disclaimer terminates or expires; or (ii) you violate this Legal Disclaimer; or (iii) we choose to terminate the Licence at our sole and absolute discretion, with or without reason.

### Proprietary Rights

The Website may contain certain Intellectual Property that is owned by us, Affiliates, and/or applicable right holders. Unless otherwise explicitly prescribed in this Legal Disclaimer, you do not receive any rights, title, or interest in or to such Intellectual Property, and we, Affiliates, and/or respective right holders reserve the right to prohibit any use of such Intellectual Property at any time. You may not obscure, remove or alter any marks or notices displayed on the Website. Any rights not expressly granted to you under the Licence are reserved by us, respective Affiliates, and/or other rights holders. The Website, including their elements and components, may not be copied, reproduced or imitated, in whole or in part, without our prior written permission.

### Important Disclaimers

**Materials.** Materials are provided for informational purposes only and nothing contained in the Materials constitutes a term, promise, warranty, or representation. The Quinta Parties shall not be responsible for

the accuracy or completeness of the Materials; therefore, any use of and/or reliance on such information is at your own discretion and risk, and you are solely responsible for any possible damages or losses arising from any decision made relying on such Materials. You should always conduct your own independent research and thorough investigation.

**Product Materials.** The Product Materials may be issued by government authorities, accredited laboratories, and/or other qualified experts. When offering and describing the Product, we rely on the information, reports, and conclusions contained in the Product Materials. However, our reliance is contingent upon the reputation, credentials, expertise and proficiency of the issuing authorities, laboratories and experts. Under no circumstances shall any Quinta Party be held responsible or liable for the accuracy or completeness of any information contained in the Product Materials.

**No Warranty.** The Website and any Materials are provided on an “as is” and “as available” basis. Your use of the Website and any Materials will always be at your own risk. There are no warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, integration, merchantability, and fitness for a particular purpose with respect to the Website and any Materials, all of which are expressly disclaimed. We do not warrant, whether expressly or impliedly, and hereby expressly disclaim any warranty and/or representation that: (i) any Materials will be true, complete, timely, reliable, accurate, correct, or sufficient; you expressly acknowledge and agree that the Quinta Parties will be under no obligation to update or fix such Materials; (ii) the Website and any Materials will be secure or available at any particular time or place; and/or (iii) the Website and any Materials will meet your expectations or fit for a particular purpose.

**No Liability.** To the maximum extent permitted under the applicable law, in no event shall Quinta Parties be liable or responsible for any direct, indirect, special, punitive, exemplary, incidental, or consequential damages of any kind, nor shall they be liable for the loss of goodwill, loss of profits (including expected), loss of data, diminution of value, and business interruption arising out of or in connection with the Website and/or Materials, their use or reliance thereon, including without limitation, the accuracy, reliability, currency, veracity, or completeness of the Materials, any delays, inaccuracies or errors in, or in the transmission of, the Materials, or any decision made relying on the Materials, whether based upon breach of warranty or contract, negligence, strict liability, tort, or any other legal theory, regardless of whether any Quinta Party has been advised of the possibility of such damages or losses.

**Waiver.** You shall not, and to the maximum extent permitted under the law hereby waive any right to, seek to recover the damages listed above from the Quinta Parties. Inasmuch as some jurisdictions do not allow the exclusions or limitations as set forth herein, the above exclusions and limitations shall apply to the maximum extent permitted by the applicable law. Neither this Section nor anything in this Legal Disclaimer limits or is intended to limit liability arising from fraud, intentional misconduct, or gross negligence.

## **No Offer Or Solicitation**

The Website and the Materials do not constitute and are not intended to constitute an offer to sell, a recommendation or solicitation to buy, sell, or hold investment instruments, securities, cryptocurrencies, or digital assets in any jurisdiction, nor is it intended to constitute a prospectus or offer document of any type. Any acquisition and/or use of the Product or any other Quinta products or services shall always be at your own risk and discretion. Nothing contained herein, on the Website, in the Materials or otherwise communicated by us or on our behalf, shall be construed as our endorsement, recommendation, or solicitation to use any third-party services or products that may be mentioned or referred to on the Website or in the Materials, and you hereby acknowledge and agree that any use of such third-party services or products shall always be at your own risk and discretion. Always make sure to verify that the information that you believe is provided by us is posted or communicated by our

authorised representatives. We do not provide any opinion or any advice to purchase, sell, or otherwise transact with investment instruments, securities, cryptocurrencies, digital assets, or any other assets, and nothing communicated by us shall form the basis of, or be relied upon in connection with, any contract or decision associated therewith. Please consult your own legal, investment, financial, or tax advisor before making any decision.

## **Forward-Looking Statements**

The Materials may contain forward-looking statements based on current expectations that involve a number of risks and uncertainties. All opinions, forecasts, projections, future plans or other statements other than statements of historical fact, are forward-looking statements. Any development plans and projections, business projections, future functionality and projected performance of Quinta, the Website, the Project, and any of our services and/or products, including the Product, as well as prospects and future events related to any industry, are forward-looking statements.

Forward-looking statements by their nature address matters that are, to different degrees, uncertain or unknown. There is no assurance that any forward-looking statements will prove to have been correct. Actual events, results or outcomes could differ materially from what is stated in the forward-looking statement, and you should not rely on any such forward-looking statement. These risks and uncertainties include the impact of economic, competitive, technical and other factors affecting the Project, Quinta and its business, or their operations, including, but not limited to, the following: development of science and technology, development of the industry in which we are in, competition, regulatory uncertainty and government actions, the introduction of new regulations and laws, market changes, the performance of Quinta, the Product, the Project, any of our services and/or products, other business and market conditions.

## **No Advice**

You should not consider any information contained in this Legal Disclaimer, on the Website, in the Materials, or otherwise provided by us or on our behalf, to be business, legal, financial, investment, regulatory or tax advice, or advice of a broker regarding any matters to which all or any part of such information relates. We shall not be responsible for the accuracy, completeness or timeliness of the Materials, therefore any use of or reliance upon such Materials will always be at your own discretion and risk, and you shall be solely responsible for any possible damages or losses arising therefrom. You should consult your own legal, financial, regulatory, investment, tax, or other professional advisors regarding the Materials.

## **Third-Party Content**

When using the Website or reviewing the Materials, you may view or interact with the Third-Party Content. We have not independently verified any Third-Party Content or ascertained the underlying assumptions relied upon by such Third-Party Content. We are not responsible for and shall not be held liable in connection with, and do not make any warranties, whether express or implied, as to the Third-Party Content, do not endorse and are not responsible for any such Third-Party Content, as well as any information, materials, content, services or tools on or available through such Third-Party Content. You hereby affirm and acknowledge that your use of the Third-Party Content, and your interactions with third parties that are linked to or from the Website, are at your own risk. To the maximum extent permitted by the applicable law, in no event shall Quinta Parties be responsible for or held liable in connection with any loss or damage of any sort incurred by you as the result of, or in connection with accessing or using any Third-Party Content.

## Risk Disclosure

**Risks Acknowledgement.** You should carefully consider and evaluate each of the following risk factors before using or relying on any Materials or interacting with the Project. All risks and risk factors outlined herein shall be assumed, taken and accepted by you without any limitations or conditions.

**Risk of Insufficient Interest in the Project.** It is possible that there will be limited public interest in the Project and the Product. Such a lack of use or interest could negatively impact the development, maintenance and/or performance of the Project.

**Legal Uncertainty.** Our activities may be subject to various laws and regulations in the countries where the Project operates or intends to operate. There is also a risk that certain activities may be deemed in violation of any such law or regulation. Penalties for any such potential violation would be unknown. Additionally, changes in applicable laws or regulations or evolving interpretations of existing law could, in certain circumstances, result in increased compliance costs or capital expenditures, which could affect the Project or its business model.

**Risks Associated with the Development and Maintenance of the Project.** The Project is still under development and may undergo significant changes over time. Although we intend for the Project to follow the specifications contained in the Materials or otherwise communicated by us, and intend to take commercially reasonable steps toward those ends, certain changes, including material ones, might be made to the specifications of the Project for any number of legitimate reasons. This could create the risk that the Project, as further developed and maintained, may not meet your expectations. Quinta, as well as Affiliates, shall always reserve the right to pivot or adjust the Project (as well as any part of the Project) and to make changes to the business model as they see fit. Furthermore, despite our good faith efforts to develop and maintain the Project, it is still possible that the Project will experience malfunctions, unplanned interruptions in its network or services, hardware or software defects, security breaches or otherwise fail to be adequately developed or maintained, which may negatively affect the Project.

**Risk of Project Failure.** There is no guarantee that the Project will gain sufficient market adoption or support. There is no assurance that the Project will be successful at any time in the future.

**Risk of Unofficial Projects.** There is always a risk of alternative or unofficial projects producing similar products that may negatively impact the Project success.

**Unanticipated Risks.** In addition to the risks set forth herein, there are risks that we cannot anticipate. Further risks may materialise as unanticipated combinations or variations of the discussed risks or the emergence of new risks.

## Applicable Law And Disputes Resolution

**Applicable Law.** Without prejudice to the mandatory laws that may apply to you, this Legal Disclaimer, as well as any and all relationship between you and us relating to the Website and any Materials shall be governed by, construed and enforced in accordance with the laws of the British Virgin Islands, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction.

**Dispute Resolution.** For any Dispute that you have against us or relating in any way to these Terms, the Website, Materials and/or Project, you should first contact us and attempt to resolve the Dispute informally by sending a Notice to us via email at [info@quinta.pro](mailto:info@quinta.pro). The Notice must include your name, residence address, email address and telephone number, describe the nature and basis of the Dispute and set forth the specific relief sought. If we and you cannot reach an agreement to resolve the Dispute



within thirty (30) days after such Notice is received, then, without prejudice to the mandatory provisions of the applicable laws, either you or we may submit the Dispute to the courts of the British Virgin Islands having jurisdiction

**Waiver of Jury Trial.** You and we hereby waive your and our respective rights to a jury trial.

**Confidentiality.** Unless otherwise required by the applicable law, and to the maximum extent permitted and possible, you, we, and other persons engaged by you or us shall maintain the confidentiality of any litigation and negotiation proceedings, judgments and awards, including, but not limited to, all information gathered, prepared and presented for purposes of the litigation or negotiation, or related to the Disputes.

**No Class Actions.** Any Dispute arising out of or related to these Terms is personal to you and us and will be resolved solely through individual litigation and will not be brought as a class action or any other type of representative proceeding in any circumstances. There will be no class or other type of representative action, whether within or outside of litigation where an individual attempts to resolve a Dispute as a representative of a group of individuals.

**Statutes of Limitation.** To the maximum extent permitted under the law, you and we hereby agree that any claim arising out of or related to these Terms, the Materials and/or the Project shall be filed within one (1) year after the ground for such claim arose; if the claim is not filed within this term, such claim shall be permanently barred, which means that neither you, nor we will have the right to assert such claim.

## Communication

**Communication Channels.** You agree and consent to receive electronically all Communications that we provide in connection with this Legal Disclaimer, the Website, Materials and/or Project. You agree that we may provide Communications to you through any of the Communication Channels, provided that only those postings shall be deemed to constitute Communication that are expressly marked as relating to this Legal Disclaimer. All Communications specified in this paragraph shall be deemed in writing, valid and of full legal force, and delivered to you on the day following the day when they are published or transmitted, as the case may be.

**Contact Details.** You may electronically communicate with us by sending Communications to the following email address [info@quinta.pro](mailto:info@quinta.pro) We may require you to provide additional data or documents that will allow us to identify you.

## Miscellaneous

**Personal Data.** Please learn more about how we process your personal data in our [Privacy Notice](#).

**Survival.** All terms and conditions of this Legal Disclaimer, except for Licence Section, shall survive any expiration or termination of this Legal Disclaimer and/or your access to or use of the Website and/or Materials, regardless of reason.

**Language.** Currently, only the English version of the Website interface, the Materials and any Communications is considered official. The English version shall prevail in case of differences in translation of any Materials, Communications, or other content.

**Assignment.** You shall not have the right to assign or transfer any rights or obligations under this Legal Disclaimer without our prior written consent. We may transfer or assign this Legal Disclaimer, including any rights and obligations hereunder to any third party and no such transfer or assignment shall require your additional consent or approval.

**Entire Agreement.** This Legal Disclaimer, together with any documents incorporated herein by reference, contain the entire agreement between you and us concerning the matters contemplated herein and supersede all prior and contemporaneous understandings, writings, letters, statements, or promises, both written and oral, between you and us regarding the subject matters hereof, including, without limitation, any public or other statements, promises, publications, or representations made by the Quinta Parties. Except for the Quinta Parties, there shall be no third-party beneficiaries hereto.

**Severability.** The invalidity or unenforceability of any provision or part-provision of this Legal Disclaimer shall not affect the validity or enforceability of any other provisions of this Legal Disclaimer, all of which shall remain in full force and effect.

**Modification.** You acknowledge and agree that we may modify, supplement or update this Legal Disclaimer from time to time at our sole and absolute discretion, and without your consent. If we make changes to this Legal Disclaimer, we will update the “Last Updated” date at the top of this Legal Disclaimer. Unless otherwise specified by us, updated Legal Disclaimer shall become effective immediately, and your continued use of the Website will confirm the acceptance of such updated Legal Disclaimer. If you do not agree to the amended Legal Disclaimer, you must immediately discontinue any access to or use of the Website.

## Definitions

In this Legal Disclaimer, unless the context requires otherwise, the terms shall have the following meaning:

“**Affiliate**” means a person controlling, controlled by, or under the same control as Quinta.

“**Communications**” means any letters, notices, messages, demands, requests, or other communications which may be required, permitted, or contemplated hereunder.

“**Communication Channels**” means the Website, Facebook and Instagram accounts, LinkedIn page, and all other social media channels, accounts, chats, groups and/or bots, as may be indicated on the Website.

“**Dispute**” means any dispute, claim, suit, action, causes of action, demand, or proceeding.

“**Intellectual Property**” means any names of services and products, logos, trademarks and other marks, copyrighted content, designs, drawings, animations, videos, pictures etc., which may be available on the Website, in the Materials, or otherwise provided by us or on our behalf.

“**Legal Disclaimer**” means this Quinta Essentia Legal Disclaimer as may be updated from time to time.

“**Licence**” means limited, temporary, non-transferable, non-exclusive, revocable, non-sublicensable licence (right) to access and use the Website for its intended purposes on the terms set forth herein.

“**Materials**” means Product Materials and any information, statements, announcements, data, content, and other materials provided on or through the Communication Channels, or otherwise communicated by us or on our behalf in relation to the Project or any other our services and products.

“**Notice**” means a written notice of your claim to any of the Quinta Parties.

“**Product**” means non-microbiological biostimulant ProtoHumiX®, as further described at <https://protohumix.com/en/about-product/humic-acid.>

“**Product Materials**” means certificates, laboratory test reports, specifications and documentation that verify and substantiate the testing, underlying technology, and quality of the Product.

**“Project”** means the Quinta Essentia project as described in the Materials. The description of the Project contained herein, on the Website, in the Materials, or otherwise communicated by us or on our behalf, is not binding on the Quinta Parties and provided for informational purposes only.

**“Quinta”, “we”, “us”, “our”** means **Quinta Pro LTD**, a BVI business company.

**“Quinta Parties”** means Quinta, Affiliates, and the respective shareholders, directors, officers, employees, agents, advisors, contractors, successors, and assignees of Quinta or any Affiliate.

**“Third-Party Content”** means any content, information, materials and items provided by any person, other than Quinta, or produced from third-party sources, including any promotional materials and advertisements, third-party websites and resources, and links thereto, etc.

**“Website”** means the Quinta website available at <https://quinta.pro>.

**“you”, “your”** means you as a visitor of the Website or a person reviewing the Materials.

