

Terms of Use (12-11-2015)

Please read these Terms of Use carefully before you start using AgriPlace.

Article 1 – Applicability of the Terms of Use

The AgriPlace application is owned and managed by the People 4 Earth (P4E) foundation. By registering your account and each time you access the AgriPlace application, you accept the application of these terms and agree to their content. From time to time we may (unilaterally) change the terms; you must approve the terms before you log in. If you do not agree with a particular change, we would advise you not to use the AgriPlace application.

Article 2 – Description of the AgriPlace application

The AgriPlace application is an online web application that allows you to easily identify whether you meet the requirements of clients, from acquiring certificates to any other specific information. You can prepare for your audits and digitally share your documents in advance with the auditor. Consequently, this module enables the auditor to optimize his or her work. Additionally, there is a lot of evidence that can be exchanged between different standards, allowing you to minimize redundant work. You can establish the safety authorization levels in the system, authorizing those with whom you wish to share specific information.

Article 3 – Terminology

As mentioned in these Terms of Use “the application” refers to all software and services accessible online through the AgriPlace application website. The “user” and “you” refer to the person or organization using the AgriPlace application. “We” refers to the owner and provider of the AgriPlace application, i.e. P4E.

Article 4 – Law applicability

Dutch law governs all agreements between AgriPlace and the user, and all AgriPlace offers made to the user. Any disputes which arise from the aforementioned agreements and offers, including those relating to emergency facilities, will be brought before the competent court in Amsterdam.

Article 5 – Limited license and use of AgriPlace application

We provide you with a personal, limited, non-exclusive user license to use our AgriPlace application. This means that you are not allowed to sell, copy or reproduce the program. You may also not share the license with a third party or earn any money with this application, without our explicit written authorization. These terms are also applicable when we offer the application for free. You do not receive any property rights when you purchase this application; you are granted a license for use, limited to the specific user terms mentioned.

The AgriPlace application may contain links to other websites and applications. A link to another website does not mean that we support the services offered on this website or that we have any connection to the organization. We have no control over third-party websites. The access to – and use of – such a website and its contents are the user’s own responsibility and are at the user’s own

risk. P4E is not responsible for any damage or loss incurred as a consequence of the use of third-party websites.

The user declares and guarantees that he

- will not send, reproduce or publish any illegal, offensive, disturbing or pornographic content via the AgriPlace application;
- will provide only verifiable information via the AgriPlace application and guarantees that he is entitled to offer such content;
- that he is over 18 years old at the moment of registration;
- will use the AgriPlace application in all reasonableness and fairness;
- will not create an account under the name of another person/company/organization, unless he has documented consent to do so. You are requested to use your name or the name of your organization as user name;
- will maintain the password for the personal account confidential and shall not grant access to third parties to AgriPlace using the personal account.

Article 6 – AgriPlace Intellectual property

The technical and graphic design of the AgriPlace website and the AgriPlace application, together with its content, text, scripts, graphical reproduction and interactive functions, the “AgriPlace” brand and trademark (CTM reg.no. 011731759) and related logos, commercial name and company styles (the "Intellectual Property"), are the property of P4E. P4E expressly reserves the right of the intellectual property and the use of the AgriPlace application. Use of the AgriPlace application shall at no time be considered as having obtained the right to the Intellectual Property. The user is not authorized to use, copy or reproduce the intellectual property without a written authorization.

Article 7 – Rights of property of your information

All information submitted in your AgriPlace account is your own property. You decide, via a secure authorization system, with whom you would like to share your information. AgriPlace will not share your information without your explicit consent.

Article 8 - Retention of your data

During the term of the agreement, AgriPlace will store your certification data for five years, after which they are removed. By agreeing to this storage, you also agree to all retention periods as stated on standards available in AgriPlace. You may of course remove data earlier if you choose. After subscription, your certification data is kept for a period of 12 months, after which the data will be deleted. On termination of the subscription, you may also choose to delete all data yourself. All of the above is in accordance with the provisions of article 13 of these Terms of Use.

Article 9 – Subscription and payment

AgriPlace offers a free trial period of 30 days for new users. Within 30 days after the expiration of the trial period, the user may decide to acquire the paid subscription. After 30 days after the expiration

of the trial period, you will be asked for your payment details and a debit authorization. The payment details can be supplied to an external payment company. The amount will be debited annually. We have the right to increase the fees. We will inform the user of any increase in the fees 3 months in advance.

Article 10 – Cancellation

Users may stop their subscription any time. The termination of the subscription does not release the user of any pending payment obligation.

Article 11 - Liability

AgriPlace is a support application to help you to comply with customer requirements: however, no rights can be derived from this. P4E is not responsible for any risks that the user may experience. P4E will not extend any warranty for damage resulting from the use of AgriPlace. This includes, without limitation, loss of information as a result of a delay, failed or wrong delivery, and any interruptions to the AgriPlace application. P4E is not responsible for the accuracy of data provided by third parties. This applies to the data submitted by you and the data that you import from other systems.

When you share information, files and/or other material through your account, or through other channels in the platform, you agree that this information, files and/or other material may be accessed, used, saved, or copied by other users, and may also be accessed by all visitors to the AgriPlace application. You understand that this information, files and/or other material may be used by others in a way that inconsistent is with these terms of use. P4E is not responsible for the inconsistent use of your information, files, data or materials on the AgriPlace platform that others may assign to this information, as determined by these Terms of Use, the law or for any other incorrect usage by third parties.

P4E is at no time responsible for the damage that users may suffer concerning (presumed privacy sensitive) content that the user himself places on the platform. The user is responsible for the damage to P4E or others, of any kind, caused as a result of his/her use of the AgriPlace application. The user expressly indemnifies P4E against claims from third parties.

Article 12 – Services suspension /cessation

P4E reserves the right to suspend or discontinue service to users following a non-payment or late payment and/or breach of the Terms of Use. Suspension or discontinuance of the service does not free the user of any pending payments or outstanding invoice(s) to be collected by AgriPlace. There will be no compensation or restitution for the suspension and/or termination of any service that results from a violation of one or more clauses in this agreement.

P4E may also suspend the service under the circumstances mentioned here below:

1. if P4E finds that the use of the AgriPlace application directly or indirectly threatens the integrity of other users;
2. if it is considered necessary to prevent unauthorized access to customer data and/or personal

data;

3. if it is considered necessary to comply with legal requirements.

Article 13 – Privacy protection and processing of personal information

For the use of the AgriPlace application, P4E requests personal information and other data such as name, contact details, gender and e-mail address. This personal information will be carefully managed by P4E in accordance with the privacy policy of P4E and respective legislation. Agreement with the user terms of P4E implies agreement with the privacy declaration of P4E. P4E processes user personal information:

- For purposes explicitly authorized by you. You can indicate with which party within AgriPlace you wish to share your information;
- To guarantee that the content of our application is presented to you (and on your computer screen) in the most efficient manner;
- To provide you with the information, products and services you have requested or those that we consider to be of possible interest to you (if you have authorized us to inform you on these subjects);
- To comply with our contractual obligations with you;
- To inform you of any changes to the application;
- We can use compiled information, not linked to any individual, to develop new services within AgriPlace and share this information with any third party for research purposes;
- To ensure our help desk can operate in the most effective way;
- To carry out surveys in order to improve our service to you and to offer services of an acceptable quality to our users.

For approval

AgriPlace user