

# **Terms & Conditions**

## Website, Foodleap Platform and Services

Provided by Stichting Foodvalley NL

# Terms & Conditions Website, Foodleap Platform and Services Foodvalley NL

Last update: [January 2023]

**Welcome to Foodvalley NL!** These are the general terms and conditions (the **Terms**) that apply to Website, Platform and Services provided by Foodvalley NL, under which the Foodleap Platform.

## 1 A short introduction

- 1.1 Foodvalley NL is a foundation aiming to accelerate the transition towards a sustainable food system (the **Food Transition**). Foodvalley NL closely works with a wide international network of organisations with a similar mission, varying from (semi-)governmental institutions and farmers to investors, start-ups and large commercial corporates (the **Ecosystem**). Foodvalley NL inter alia offers data and services via [www.foodvalley.nl](http://www.foodvalley.nl) and the Platform [www.foodleap.com](http://www.foodleap.com)
- 1.2 Foodvalley NL inter alia offers an online platform to find and interact with interesting partners in a qualified and safe way. It also provides you a great opportunity to discuss earlier findings or to reach out to contacts within the Foodleap network. Your most relevant partners for cooperation are only a few clicks away.
- 1.3 To inspire and spread the message among as many people as possible, our Platform is in principle freely accessible. However, the Platform is aimed at parties within, or parties willing to join, the Ecosystem and hence those who have affinity with the Food Transition. The underlying rationale of this 'requirement', is our goal to build a community, in order to accelerate the Food Transition, together.
- 1.4 To gain access to all features and functionalities of the Platform – you need to be a Platform Member.
- 1.5 To become a a Platform Member, you can create an account and gain access to most functionalities of the Platform. Other features are available to Community partners of Foodvalley NL only. [Foodvalley NL may amend this structure in the future]
- 1.6 Excluding any conditions or stipulations of third parties or any other party, these Terms apply to all use of our Website, Platform and Services. Foodvalley NL offers its Website, Platform and Services to Users on the condition that they accept these Terms.
- 1.7 More information about us and our Platform is available on our **Website**: [www.foodvalley.nl](http://www.foodvalley.nl) and our Platform: [www.foodleap.com](http://www.foodleap.com). All services of Foodvalley NL shall hereafter be referred to as **Services**.

## 2 Definitions

In these Terms, the following definitions apply:

- 2.1 **Foodvalley NL**: Stichting Food Valley, a foundation (*een stichting*) incorporated under the laws of the Netherlands, having its registered seat in Wageningen, and having its registered office at (6708 WH), Wageningen, Bronland 10, and registered in the trade register of the Dutch Chamber of Commerce under number 09145471.
- 2.2 **Account**: an account that every Platform Member gets after registration. Through the Account, Users can make full use of the Platform.
- 2.3 **Actor**: any legal entity taking part in the Platform. This can be a claimed or not claimed profile by a Platform member.
- 2.4 **Foodvalley Partner**: any legal person that has entered into a Network or Community Partnership agreement with Foodvalley NL.

2.5 **Platform Member:** a natural person being an employee, owner or representative of an Actor, with a registered account for the Platform, which account gains the Platform Member full access to all functionalities of the Platform.

2.6 **User:** Every natural person making use of the Website, Platform and Services, whether or not being a Platform Member.

**Services:** all services to be supplied by or on behalf of Foodvalley NL via the Website, Platform, internet or otherwise made available to User, whether or not being a Platform Member or Partner, as well as other related services.

### 3 Registration and onboarding

3.1 Access to most functionalities, except Community access, is available for everyone with affinity with the Food System Transition, by creating an account. Full access to all functionalities, including Community access, of the Platform is provided on an invite-only basis. Upon receipt of such invitation from Foodvalley, Users can register and become a Platform Member.

3.2 After registration Platform Members get an Account. Every Platform Member is linked to an Actor profile. Through the Account, Platform Members can make full use of all functionalities of the Platform.

3.3 There are separate Accounts Account Owners and Account Contributors , however these Terms apply to both Accounts.

### 4 Account

4.1 In order to create an Account, User must inter alia provide an email address and choose a strong password.

4.2 It is Platform Member's responsibility to ensure safekeeping of the Account password and other login details and protect the Account against unauthorized use. Platform Members are fully responsible for anything happening through use of the Account. Foodvalley NL may assume that all actions taken through the use of the Account are authorized by Platform Member. Foodvalley NL accepts no liability for Account abuse.

4.3 Platform Member guarantees that any third party that uses its Account is authorized to represent Platform Member. Platform Member guarantees that its representatives will only use the Platform and Services for the purpose of Platform Member's activities in relation to the Platform and Services. If Platform Member suspects that its Account has been breached, User will report this immediately to [info@foodleap.com]. Platform Member indemnifies Foodvalley NL against all claims from third parties should this occur through the action or failure to act by Platform Member (e.g. due to careless use of the login details).

4.4 If, for whatsoever reason, the Account is blocked or deleted, Platform Member is no longer entitled to use the Platform.

4.5 User agrees to only provide correct and complete information when creating an Account. Platform Member is responsible for the accuracy of the data provided through or by means of its Account.

4.6 Platform Member may have its Account terminated if it no longer wants to use the Platform, Platform Member must notify this to Foodvalley NL by email or delete the Account via the account settings that are available via the Platform.

4.7 At its own discretion, Foodvalley NL is entitled at all times to suspend, block or delete the Account of any Platform Member. Platform Member is not entitled to any compensation by Foodvalley NL in connection with the suspension, blocking or deletion of the Account by Foodvalley NL and Platform Member hereby waives any right to any compensation of damages.

4.8 Foodvalley NL is entitled, at all times, to no longer make available certain functionalities of the Account on the Platform, not to grant an Account or to demand additional requirements for granting

an Account. In any event, Foodvalley NL reserves the right to, at its own discretion, reject a User as Platform Member of the Platform, e.g. in case User does not match with the aim of the Platform.

## **5 Availability of the Website, Platform and Services and warranty disclaimer**

- 5.1 To the maximum extent permitted by law, hereby Foodvalley NL disclaims all implied warranties with regard to the Website, Platform and Services in general. The Website, Platform and Services are provided 'as is' and 'as available' without warranty (implied or otherwise) of any kind.
- 5.2 Foodvalley NL will make reasonable efforts to make the Website, Platform and Services available at all times to User. However, Foodvalley NL does not make any commitments with regard to the availability, continuity, functionality or usability of the Website, Platform and Services, nor does it make any other commitments other than those expressly set out in these Terms. User acknowledges the Website, Platform and Services are provided over the internet and mobile networks and thus the quality and availability of the Website, Platform and Services may be affected by factors outside Foodvalley NL's reasonable control. User is solely responsible for the technical operation and maintenance of their internet connection, internal network and all other systems that are relevant or necessary for undisturbed use of the Website, Platform and Services.
- 5.3 Foodvalley NL has the right to partially or entirely terminate, suspend Users at any time, without prior notification, and for any reason at its sole discretion, for example (without limitation) if Foodvalley NL has reason to believe that User acts in violation of these Terms, applicable law or the rights of a third party. Foodvalley NL is also free to alter the provision of the Website, Platform and Services or to decide to cease or alter one or more of its Website, Platform or Services in general.
- 5.4 As Foodvalley NL will continuously improve the Website, Platform and Services, some changes will be made to the Website, Platform and Services and occasional scheduled maintenance downtime of the Website, Platform and Services can be expected. The Website, Platform and Services may be upgraded from time to time to add support for new functions and services.
- 5.5 Foodvalley NL reserves the right to wholly or partially use third parties to supply the Website, Platform and Services at any time.

## **6 Pricing and payment**

- 6.1 At this moment Foodleap excluding community access are free.
- 6.2 For use community access. Foodvalley NL offers the Website, Platform and Services at the fees, as published on the Website (<https://www.foodvalley.nl/about-us/partnership> and as detailed in the Partnership agreement(the **Fees**). All Fees are in euros (EUR), [exclusive] of VAT.
- 6.3 The Fees will be invoiced once per year. All Fees will be due and payable each year in advance.
- 6.4 User will pay the invoices within thirty (30) days after the date of invoice, unless specified otherwise in writing.
- 6.5 Foodvalley NL may change the Fees from time to time. Foodvalley NL will notify User of such rate changes, prior to the date the new rate will take effect.

## **7 Term and termination**

- 7.1 The agreement is concluded for an indefinite period of time, unless agreed to otherwise in writing.
- 7.2 Foodvalley NL may terminate the agreement immediately, without notice of default being required, if User does not comply, does not fully comply, or does not comply in good time with any of its material obligations under the agreement. On such non-compliance of its obligations, User must pay compensation of damages to or indemnify Foodvalley NL.
- 7.3 Foodvalley NL may terminate agreements with Users immediately, without being liable for any damages, in the following cases:

- 7.3.1 User ceases to do business or otherwise terminates its business operations;
- 7.3.2 User is bankrupt or in suspension of payment;
- 7.3.3 User is being dissolved or liquidated;
- 7.3.4 User is placed under guardianship or dies;
- 7.3.5 User, under what conditions whatsoever, no longer has the right to freely manage its assets;
- 7.3.6 User's (business) activities are not aligned with the purpose of accelerating the Food Transition.
- 7.3.7 Unauthorized commercial content.

## **8 Content on the Website, Platform and Services**

- 8.1 The information and data (the **Content**) on the Website, Platform and Services may partly regard User Generated Content.
- 8.2 Content added, created, uploaded, submitted, distributed, posted or otherwise obtained through the Website, Platform and Services by Users, including Content that is added to the Website, Platform or the Services in connection with users linking their accounts to third party Website, Platform and services, is collectively referred to as **User Generated Content (UGC)**.
- 8.3 Foodvalley NL does not (actively) monitor, screen and/or edit the UGC on the Platform. However, Foodvalley NL reserves the right to remove or edit any UGC posted on the Platform or any associated Services after receipt of an NTD Request or similar notice.
- 8.4 If User finds that any Content placed on the Website, Platform and Services infringes applicable legal or regulatory provisions, in particular in case of clearly illegal content (e.g. defaming, denigrating or infringing its intellectual property rights), User will notify Foodvalley NL by sending a **Notice-and-Take-Down request (NTD Request)** to [info@foodvalley.nl or info@foodleap.com]. In such case, User must provide Foodvalley NL with all information necessary to enable Foodvalley NL to identify the Content in question and take further actions if necessary, such as:
  - Description of the Content in dispute and the precise location;
  - The reasons why the Content should be removed, preferably including the legal and factual basis;
  - Name and other available information of User who uploaded the Content.
- 8.5 Foodvalley NL has no influence on the Content that is transmitted between Users or other UGC on the Website, Platform and services. Therefore, Foodvalley NL is not liable for this data and information. Foodvalley NL is also not liable for any data or information that is incomplete or inaccurate as a result of such transmission or that is transmitted wrongly.
- 8.6 User understands that all information publicly posted or privately transmitted through the Website, Platform and Services is the sole responsibility of the User from which such information or UGC originated. User acknowledges that all UGC accessed by it accessing the Website, Platform and Services is at its own risk and that User will be solely responsible and liable for any damage or loss to itself or any other party resulting therefrom. Foodvalley NL cannot guarantee the identity of any other Users with whom User may interact in the course of using the Website, Platform and Services.

## **9 Use of the Website, Platform and Services**

- 9.1 User must, at all times, act in accordance with these Terms, the guidelines and instructions of Foodvalley NL with regard to the use of the Website, Platform and Services.
- 9.2 User indemnifies Foodvalley NL from all third-party claims that occur due to acts or omissions of User (e.g. due to careless use of the login details).

- 9.3 User must ensure that the Website, Platform and Services are used in conformity with Foodvalley NL's instructions and for the purpose that Foodvalley NL intended it for. More specifically (without limitation), User is not allowed to:
- (a) use the Website, Platform and Services in any way that affects the integrity or continuity of Foodvalley NL's systems; or
  - (b) resell or redistribute the Website, Platform or Services and the Content (whether or not UGC) contained therein in any way.
- 9.4 It is User's responsibility to use the Website, Platform and Services in compliance with applicable law and with any third-party rights. More specifically (without limitation), User is not allowed to use the Website, Platform and Services:
- (a) in a way that infringes on intellectual property rights;
  - (b) in a way that violates a person's privacy; or
  - (c) to send unsolicited messages to Foodvalley NL or any third party recipient.
- 9.5 User is not permitted to use the Website, Platform and Services in a manner that is contrary to these Terms, Dutch law and/or any other applicable laws and regulations. In the event Foodvalley NL suspects that User uses the Website, Platform and Services in such a way, Foodvalley NL may (temporarily) block User's account at any time and delete all information related to it.
- 9.6 Furthermore, Foodvalley NL has the right to refuse or to block an Account if the Account is linked to [(a bank account number which is linked to)] an Account or User that is already blocked. User is not entitled to any compensation by Foodvalley NL in connection with the suspension, blocking or deletion of the Account by Foodvalley NL and User hereby waives any right to any compensation of damages.

## **10 Liability**

- 10.1 Foodvalley NL is not liable to User for any damages suffered as a result of or in connection with the Website, Platform and Services, or the Content (whether or not UGC) provided thereon, to the fullest extension permitted by applicable law, including but not limited to, damages due to the lack of a proper functioning of the Website, Platform and Services, technical faults and unlawful Content on the Website, Platform and Services. Foodvalley NL cannot be and is not responsible for compliance of User's obligations.
- 10.2 Foodvalley NL is not liable for any loss arising in the performance of the Services [and providing of the Website, Platform] due to Foodvalley NL acting on incorrect or incomplete information provided by User.
- 10.3 If the User does not fulfil its obligations arising from the Terms, the User will be liable for all damages sustained by Foodvalley NL.
- 10.4 If Foodvalley NL nevertheless be held liable towards User, Foodvalley NL's liability will be limited to 10% of the payments made to Foodvalley NL by this party during the calendar year in which the liability causing event took place or to the amount that is paid for the relevant claim under Foodvalley NL's insurance, plus the applicable deductible, will disburse in that specific case, whichever is lower. Liability caused by an event not covered by any insurance is limited to EUR 1000 or 10% of the payments made to Foodvalley NL by User, whichever is lower.
- 10.5 A claim will in any case lapse if Foodvalley NL is not notified in writing of the claim within one (1) year of the discovery of an event or circumstance that gives rise to or could give rise to liability.
- 10.6 Nothing in these Terms will exclude or limit the liability of Foodvalley NL if this cannot be excluded or limited under the applicable law.

## **11 Indemnification**

- 11.1 User shall indemnify, defend and hold harmless Foodvalley NL from any third-party claims, liability, damages and/or costs (including, but not limited to, attorney fees) arising from the use of the Website, Platform and Services, violation of the Terms or the infringement or violation of any intellectual property or other right of any person or entity.
- 11.2 Foodvalley NL reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by User, in which event User will assist and cooperate with Foodvalley NL in asserting any available defences.

## **12 Intellectual property rights**

- 12.1 Foodvalley NL (or our licensor or (SaaS) supplier, as applicable) is the exclusive owner of all intellectual property rights vested in, related to and/or arising from the Website, Platform and Services (including the underlying source and object code) and any content and materials related thereto, including – but not limited to – patents, patent applications, trademarks, trademark applications, database rights, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, property rights and processes (**Intellectual Property Rights**). Foodvalley NL is also the exclusive owner of all intellectual property rights vested in and relating to all other products, services and information provided by Foodvalley NL included, but not limited to, files and other materials.
- 12.2 As long as User complies with all its obligations, Foodvalley NL grants User a non-exclusive, non-transferrable, revocable and non-sublicensable license for use of the Website, Platform and Services in accordance with these Terms and corresponding agreements (e.g. see clause @). If User no longer complies with its obligations, Foodvalley NL can withdraw this licence with no notice of default being required.
- 12.3 Users will not reproduce, resell, or distribute the above license, unless Foodvalley NL explicitly has given prior written consent to do so.
- 12.4 User guarantees to that the sharing of its information with Foodvalley NL and/or the posting of this information on the Website, Platform or via the Services, shall not infringe upon any (third party) intellectual property rights. Foodvalley NL will be granted a non-exclusive license by User to use any materials provided by User to Foodvalley NL. Foodvalley N may also use this information in communications and advertisements in all media for the range offered by Foodvalley NL. User guarantees to be authorised to grant this license to Foodvalley NL, without infringing applicable legislation and regulations or the rights of third parties.

## **13 Privacy**

Foodvalley NL respects the privacy of Users. Foodvalley NL attaches great importance to the General Data Protection Regulation and the other relevant privacy legislation and regulations. Please see our Privacy Statement for a specification of the personal data processed by Foodvalley NL. This Privacy Statement is available at: <https://www.foodvalley.nl/wp-content/uploads/2022/04/foodleap-privacy-statement.pdf>.

## **14 Browsing Data**

Servers automatically store data sent by a User's browser each time the Website is consulted. These server log files may contain the following information: the date and time of the visit, the User's IP address, the type of browser used by the User, the browser language and the browser screen size, and one or more cookies by which the browser can be identified. This information is not linked to personal data collected elsewhere and is used solely to record website visitor statistics required for the purpose of assessing and improving the Website.

## **15 Third-party sites and services**

- 15.1 The Website, Platform and Services may contain links or hyperlinks to the websites and services of partners, suppliers, advertisers, sponsors, licensors or other third parties with whom we collaborate or to whom we want to refer. We have no control over the contents or links that appear on these websites and we are not responsible for any practices of websites linked to or from our Website, Platform and Services. In addition, these websites and their contents and links can change constantly. These websites may have their own privacy policy, user terms and conditions, and client policy. Browsing and interaction on any other website, including websites linked to or from our Website, Platform and Services, are subject to the terms and policy of that website. Foodvalley NL is not responsible for the practice and policies of these websites, nor for the use of these websites by Users.

## **16 Confidentiality**

- 16.1 Each party agrees to maintain secret and confidential all information (any information in any form disclosed) of which the receiving party has understood or should reasonably understand that it is to be regarded as confidential, unless prior written approval of the other party is received.
- 16.2 Foodvalley NL and User are not liable for compensation of damages or indemnification, if they are required by law to disclose the confidential information and comply with this statutory duty.

## **17 Miscellaneous**

- 17.1 If any provision of these Terms is deemed unlawful, void, voidable or otherwise unenforceable, this does not affect the validity and enforceability of the remaining provisions of these Terms. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision closely.
- 17.2 If Foodvalley NL does not enforce parts of these Terms, this cannot be regarded as a waiver of the right to enforce this at a later stage against User.
- 17.3 Foodvalley NL reserves the right to unilaterally modify or replace these Terms at any time. The latest version of the Terms shall be available on the Website, Platform.
- 17.4 User waives its right to invoke suspension (*opschorting*) or settlement (*verrekening*) in respect of Foodvalley NL.
- 17.5 User cannot transfer its rights and obligations under these Terms to third parties. Foodvalley NL may assign and/or transfer all rights and obligations under these Terms to a legal successor and/or a third party, without prior consent from User being required.
- 17.6 All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, clause 10, indemnity and limitations of liability.

## **18 Applicable law and competent court**

- 18.1 These Terms and all further agreements between Foodvalley NL and Users, are exclusively governed and construed in accordance with the laws of the Netherlands.
- 18.2 Any arising out of or in connection with these Terms, use of the Website, Platform and Services shall be subject to the exclusive jurisdiction of the courts in Amsterdam, the Netherlands.

## **19 Queries, remarks and suggestions**

- 19.1 Foodvalley NL wants to offer its Users an optimum service. For any general queries, remarks or suggestions, please contact Foodvalley NL using the contact details below or via the contact form on the Website. Any Notice-And-Take-Down request must be submitted to [info@foodleap.nl](mailto:info@foodleap.nl). Also see clause 8.4. Foodvalley NL will endeavour to respond to messages within five (5) working days.



**Stichting Food Valley**

Bronland 10

6708 WH Wageningen

The Netherlands

**Email address:** [info@foodvalley.nl; info@foodleap.com]

**Chamber of Commerce no.:** 09145471

**BTW (VAT) Number:** 813807463B01