

Terms and Conditions for the use of AgriGuide

Introduction

CropLife Europe is the provider of AgriGuide (“**AgriGuide**”). AgriGuide is a platform which contains digital label data of plant protection products uploaded by product manufacturers (“**the Contents**”). It serves as a repository of digital label data that may be accessed by professional growers to facilitate the compliant use of plant protection products in the European Union.

These terms and conditions for the use of AgriGuide (the “**Terms and Conditions**”) define the relationship between you and CropLife Europe. The Terms include, amongst others, what you can expect from CropLife Europe, what your rights are and what CropLife Europe expects from you when you use AgriGuide.

By signing into AgriGuide, you accept these Terms and Conditions and you acknowledge acting for purposes related to your trade, business, craft or profession. The application of any other terms and conditions and/or your own terms and conditions, if any, are expressly excluded, unless we have agreed to this in writing.

In addition to these Terms and Conditions, CropLife Europe also has:

- a privacy policy. As such, the privacy policy does not form part of these Terms and Conditions. However, it is important that you acknowledge the privacy policy, so that you will know which personal data are processed by CropLife Europe as data controller when you use AgriGuide, in what way, by whom and for what purposes, and what your rights are in this respect;
- a cookie policy.

Where reference is made in these Terms and Conditions to “CropLife Europe”, “we”, “us” or “our”, this means CropLife Europe aisbl, with registered office Rue Guimard 9, 1040 Brussels, Belgium, registered in the Crossroads Bank for Enterprises under number 0447.618.871, www.croplifeeurope.eu, croplife@croplifeeurope.eu.

If you have questions or comments about (the use of) AgriGuide or the Contents, please contact us and send your questions or comments by mail to contact@agriguide.eu. This mail address can also be used for reporting any Contents that would violate these Terms and Conditions. Questions about the processing of your personal data can be addressed to data-privacy@croplifeeurope.eu.

We will not archive these Terms and Conditions. You must store these Terms and Conditions yourself.

Right to use AgriGuide

- 1.1. The user rights granted to you are limited to those expressly stated in these Terms and Conditions.
- 1.2. CropLife Europe grants you a personal, non-exclusive, non-transferable and non-sublicensable right to use AgriGuide for the below defined duration. The right to use AgriGuide is limited to its intended purpose, i.e.: to access and use digital label data made available by product manufacturers to facilitate the compliant use by professional growers of plant protection products in the European Union in accordance with the conditions specified on the labelling

as set out in Article 55 of Regulation (EC) No 1107/2009 of the European Parliament and of the Council of 21 October 2009.

1.3. You shall use AgriGuide and its Contents with due and reasonable care, in accordance with these Terms and Conditions, the manual of AgriGuide (if any) and any other user instructions that may relate to AgriGuide.

1.4. To use AgriGuide, you need to have:

- (i) a computer, smartphone or tablet, equipped with the most up-to-date security software and meeting the minimum requirements that can be consulted via the Google Play Store and Apple Store (smartphone and tablet) such as, where appropriate, Bluetooth support, broadband Internet connection, infrared or any other requirement. We cannot guarantee that AgriGuide will work on operating systems that do not meet the minimum system requirements.

Any related subscription or usage charges are not included in AgriGuide.

We only make AgriGuide available via the Apple App Store (iOS users) or Google Play Store (Android users) and a computer version. Other app stores or sources are not supported. CropLife Europe apps or related .apk (Android) or api files (iOS) provided through other channels have not been released by CropLife Europe and are illegal copies. We cannot guarantee the proper operation of these versions, nor that they are the latest version or that they receive updates. You acknowledge that the use of AgriGuide through other channels than the Apple App Store or Google Play Store is not permitted.

- (ii) a user account, to be created via AgriGuide.

1.5. Your right of use does not include (without limitation) the right, either directly or indirectly, personally or through an intermediary or any other third party:

- (i) to use AgriGuide and its Contents for purposes other than those described in these Terms and Conditions or that could cause damage to CropLife Europe;
- (ii) to resell, commercialise or otherwise make AgriGuide or its Contents available to third parties, even if this is done free of charge;
- (iii) to create derivative works of AgriGuide or to modify, decompile, disassemble or reverse engineer AgriGuide or its source code, in whole or in part, unless such restrictions are prohibited by applicable law for purposes of interoperability, in which case you agree to contact us first and allow us to make such modifications for interoperability;
- (iv) to merge AgriGuide or its Contents with or incorporate it in other software or write, develop or have developed other software based on AgriGuide;
- (v) to (sub)license, assign or otherwise transfer your rights or obligations under these Terms and Conditions, in whole or in part, without the prior written consent of CropLife Europe. You shall also not share your login or password with third parties or otherwise enable third parties to use AgriGuide or its Contents, or provide them copies thereof, without express prior written approval of CropLife Europe.

1.6. Your right of use does not include access to the source code. It shall not be transferred or made available to you under any circumstances.

1.7. CropLife Europe strives to optimise the operation of AgriGuide and is constantly looking for ways to improve AgriGuide. Consequently, we may occasionally provide a correction, bug fix, upgrade or update on our own initiative (hereinafter collectively referred to as “**Updates**”). These Terms and Conditions also apply to such Updates. Where CropLife Europe makes Updates available, you are obliged to install them. You acknowledge the need to perform the Updates in order to continue using AgriGuide and agree

to do so without delay. If you fail to do so, the (proper) operation or security of AgriGuide can no longer be guaranteed. In such case, we reserve the right to immediately discontinue your use of AgriGuide.

2. Payment

- 2.1. The use of AgriGuide is currently free of charge.
- 2.2. In order to guarantee the maintenance, quality level, security and further development of AgriGuide in the future, we reserve the right to charge for the use of AgriGuide. Naturally, you will be informed of this in a timely manner, and you will then have the right to discontinue it. CropLife Europe cannot guarantee that a free version will continue to exist.

3. Warranty and Exclusion of Liability

- 3.1. AgriGuide is provided “as is”. CropLife Europe makes no warranties of any kind, express or implied, regarding the availability, accuracy, reliability, or suitability of AgriGuide nor of its Contents. In particular, CropLife Europe does not warrant that AgriGuide will be uninterrupted, timely, secure, or error-free, nor does it make any warranty as to the results that may be obtained from the use of AgriGuide or as to the accuracy, timeliness or completeness of the Contents. No representation or commitments in that regard are made. You are aware that CropLife Europe acts solely as an intermediary and does not actively monitor or control the Contents. CropLife Europe does therefore make no warranties regarding the accuracy or completeness of the Contents which is the sole responsibility of the product manufacturers. If illegal content is reported, we will review and take appropriate action, including removal if necessary.
- 3.2. We are not liable for any damage resulting from your use of AgriGuide or its Contents.

In particular, and without limitation, you acknowledge that (a) the digital label information provided through AgriGuide does not substitute the approved label (and its accompanying leaflet as the case may be) as referred to in Regulation (EC) No 1107/2009 and Commission Regulation (EU) No 547/2011 and (b), in case of discrepancies, the approved label shall prevail over the digital label information. Therefore, you remain solely liable and responsible for your compliance with the approved label, for your due observance of the applicable legislation more broadly and for correct application of the plant protection products on your fields.

- 3.3. We shall not be liable for any indirect or consequential damage, including but not limited to loss of profits or revenues, lost savings, loss of customers, damage to fields or crops resulting from label information available on AgriGuide or damage resulting from lost electronic data and information, regardless of the basis (contractual or extra-contractual). In case of liability, our total liability shall in any event be limited to 500,00 euros.
- 3.4. You agree to indemnify us, and hold us harmless from and against any damages, potential actions, or claims arising from your failure to comply with the obligations set out in these Terms and Conditions.
- 3.5. The exclusions and limitations of liability contained in these Terms and Conditions are in no way intended to limit or exclude our liability in cases where this is not permitted by law.

4. Duration and termination

- 4.1. These Terms and Conditions apply from the first use of AgriGuide and shall remain in force for as long as you use AgriGuide, on the understanding that the Terms and Conditions may be modified by CropLife Europe from time to time.
- 4.2. CropLife Europe reserves the right to immediately terminate your right to use AgriGuide and/or terminate your access to it in the event of any violation of these Terms and Conditions

5. Intellectual Property Rights and Data ownership

- 5.1. CropLife Europe (or the product manufacturer uploader, where applicable) is and shall remain the owner of all rights, title and interest in and to AgriGuide and its Contents, including any intellectual property and related rights (including but not limited to copyright, sui generis database rights, know-how, trademarks, and trade names) relating thereto.

The user shall remain the owner of all rights, title and interest in and to any and all data it generates by means of its use of AgriGuide. The foregoing is without prejudice to CropLife Europe's rights to use, free of charge, any data collected through/by (the use of) AgriGuide for its own purposes (such as improving the functioning and user-friendliness of AgriGuide). More information can also be found in CropLife Europe's privacy policy.

- 5.2. Nothing in these Terms and Conditions shall be construed as granting you or any third party any rights under any intellectual property right other than the specific right of use granted to you under these Terms and Conditions.

6. Other provisions

- 6.1. The invalidity, illegality or unenforceability of any of the provisions of these Terms and Conditions shall not affect the validity, legality and enforceability of the other provisions of these Terms and Conditions. The invalid or unenforceable provision shall be replaced by a provision that comes closest to the original intent of the provision affected.
- 6.2. The parties agree that any changes to applicable laws shall automatically be considered incorporated into these Terms and Conditions, and that the Terms and Conditions should be interpreted in accordance with the most recent laws in force at the time of interpretation.
- 6.3. These Terms and Conditions may be modified by CropLife Europe at any time. Any such new version will be communicated in advance via your user account. Continued use of AgriGuide after the new version has been communicated shall imply your unconditional acceptance thereof. If you do not agree with the changes, you should discontinue using AgriGuide.
- 6.4. Unless otherwise expressly agreed in writing, these Terms and Conditions and any documents referred to shall constitute the entire agreement between CropLife Europe and you regarding your use of AgriGuide and supersede all previous agreements relating to the same subject matter.
- 6.5. These Terms and Conditions are exclusively governed by Belgian law.
- 6.6. All disputes relating to these Terms and Conditions, the purchase or use of AgriGuide shall be settled by the competent court of Brussels, which shall have exclusive jurisdiction to hear them.