

Terms of Use – ExperiEnza

ExperiEnza is provided to you by Enza Zaden Beheer B.V. - a company incorporated under the laws of the Netherlands, having its principal place of business in Enkhuizen and/or its group companies ("ENZA") - through the ExperiEnza app available in the Apple store and Google Play Store ("ExperiEnza App") and <https://www.enzazaden.com/loginrequest> ("ExperiEnza Website"), together referred to as "ExperiEnza". ExperiEnza provides You information and background on products available and sold by ENZA, any events organized by ENZA to promote such ENZA products and other interesting agricultural news and information ("Content"). "You" shall mean any user having been granted access by ENZA to the ExperiEnza App and ExperiEnza Website by means of using a personal log-in.

By signing up for or otherwise using the ExperiEnza App or ExperiEnza Website, including any and all associated services, features and functionalities, websites and user interfaces as well as all Content (jointly together the "Service"), You agree to the terms and conditions as stated herein ("Terms of Use"), the [Privacy Statement Business Relations](#) and to the extent applicable, the [Privacy Policy of the ExperiEnza App](#). The Terms of Use govern your rights and obligations regarding the use of the Service and constitutes a binding agreement between ENZA and You; therefore, it is recommended that You carefully read these Terms of Use. If You do not agree to these Terms of Use or any part thereof, then You are prohibited and must refrain from using the Service.

Use of the Service

You agree that You shall only use the Service in a manner that complies with all applicable laws and regulations in the jurisdictions in which You use the Service, including, but not limited to, applicable restrictions concerning privacy, copyright, and other intellectual property rights.

You shall not reproduce, use, block, overwrite, copy, distribute, intercept, damage, or monitor any Content provided through the ExperiEnza App or ExperiEnza Website by using any robot, spider, search engine, or any other automatic mechanism.

Subject to Your compliance with these Terms of Use, ENZA hereby grants You a free of charge, non-exclusive, time-limited, non-transferable, non-sublicensable, revocable license to use the Service and to download, install and use the ExperiEnza App on your mobile devices, for the sole purpose of using the Service provided therein.

You will not duplicate, transfer, give access to, copy, or distribute any part of the Services in any medium without permission of ENZA. You will not undertake, cause, permit or authorize the copying, modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling, or hacking any part of the Services nor will You attempt to create the source code from the object code of the ExperiEnza App or ExperiEnza Website.

To access and use the Services, You acknowledge and agree to provide certain personal data, such as but not limited to name, mail address, country, company name, job title and/or gender. After entering your name and email address on the ExperiEnza Website, You will receive a message or email with a verification code that enables you to log on to the Services.

Intellectual Property Rights

You acknowledge and agree that any and all intellectual property rights in the ExperiEnza App, ExperiEnza Website, Content and/or Service are and shall remain the exclusive property of ENZA, its suppliers and/or licensors. Nothing in these Terms of Use intends to transfer any intellectual property rights to You or to vest any intellectual property rights in You. You are only entitled to the limited use of the intellectual property rights granted to You herein. You will not take any action to jeopardize, limit, or interfere with the intellectual property rights. You acknowledge and agree that any unauthorized use of intellectual property rights is a violation of these Terms of Use and a violation of intellectual property laws, including without limitation, copyright laws, and trademark laws.

You agree that You will not remove, obscure, make illegible or alter any notices or indications of the intellectual property rights and ownership thereof.

Liability Disclaimer

You agree and acknowledge that You assume full, exclusive and sole responsibility for the use and reliance on the Service, and You further agree and acknowledge that your use of or reliance on the Service is made entirely at your own risk.

The Content published in or provided through the Services may include inaccuracies or errors. We, and our suppliers/licensors, make no warranties or representations about the accuracy, completeness, or suitability of the Content contained in the Services for any purpose. The Service provided AS IS and AS AVAILABLE without warranty of any kind. To the fullest extent permitted by law, ENZA, its officers, directors, employees, suppliers, and licensors disclaim all warranties, express or implied, in connection with the Service and your use thereof, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement. In no event shall we, our suppliers or licensor be liable or responsible for any direct, indirect punitive, incidental, special or consequential damages arising out of or in any way connected with or for any loss or damage of any kind incurred as a result of (i) your use of the Service, (ii) a delay or inability to use the Service, (iii) any errors or omission in the Service and/or Content, (iv) your use of any Content (including content from third parties) transmitted or otherwise made available, accessed or obtained through the Service, (v) any unauthorized access to or use of our servers and/or any of all personal information, (vi) any bugs, viruses, Trojan horses or the like which may be transmitted to or through the Service by a third party, (vii) any personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service, or (viii) otherwise arising out of the use of the Service, whether based on warranty, contract, tort, strict liability or otherwise. As some jurisdictions do not allow some of the exclusions or limitations of liability as set forth above, some of these exclusions or limitations may not apply to You. In such event the liability will be limited to the extent legally permitted under the applicable legislation.

Insofar as the Service includes links to services or applications not operated or managed by ENZA, ENZA will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and application or any information provided by them, including but not limited to its completeness, accuracy, correctness or it being upto-date.

The Service is controlled and provided by ENZA from its facilities in the Netherlands. ENZA makes no representation that the Services are appropriate or available for use in other

locations. Those who access or use the Service from other jurisdictions do so at their own risk and are responsible for compliance with local law.

Breach and Indemnity

You agree to indemnify ENZA, its officers, directors, employees, suppliers, and licensors, from and against any and all claims, damages, losses, liabilities, and expenses that may arise from (i) your use of and access to the Services, (ii) your violation of any of these Terms of Use and (iii) your violation of any third party right, including without limitation any copyright, property or privacy right.

Privacy and Personal Data

ENZA aims to be a good host of your personal data and is committed to protecting your privacy during the use of the Service. By using the Service, ENZA shall only collect, process, and use the personal data needed by ENZA to provide You the Service and/or with your consent. Any personal data submitted through the Service is subject to our [Privacy Statement Business Relations](#) and, if applicable, the [Privacy Policy of the ExperiEnza App](#). Please review our privacy statement and policy to understand our practices concerning your personal data.

Termination

You may terminate your use of the Service at any time and for whatever reason. You are not obligated to advise ENZA of such termination. You may just stop using the Service and, if applicable, delete the ExperiEnza App from your device. However, if You would also like ENZA to delete your account and your personal data contained in the account, please send an email to privacy@enzazaden.nl. On receiving such a request, ENZA will use reasonable efforts to delete such information, however please note that information may not be deleted immediately from our backup systems. For more information, please read our [Privacy Statement Business Relations](#) and, if applicable, the [Privacy Policy of the ExperiEnza App](#).

General

We reserve the right to changes these Terms of Use at any time. You are responsible for regularly reviewing these Terms of Use that are continuously put at your disposal by including them in the ExperiEnza App and ExperiEnza Website. Continued use of the Service following any such changes shall constitute your acceptance of such changes.

We reserve the right to make and have made any and all changes to the Service, the ExperiEnza App, ExperiEnza Website and/or Content, at our sole discretion, without notice to You. We reserve the right to, at our sole discretion, deny (temporary) access to the Service to anyone at any time.

These Terms of Use refer only to the use of the Service. Separate terms and conditions (may) apply to goods and services obtained from third parties through the ExperiEnza App. You are advised to check the terms and conditions of such third parties providing services through the ExperiEnza App before accessing or using such services.

These terms shall be governed by and construed in accordance with the laws of the Netherlands. You consent to the exclusive jurisdiction of the courts of Enkhuizen.

Last modified October 2020