



## Milk Sustainability Center Terms of Use – Free services

These terms and conditions (the “**Terms of Use**”) apply to the platform Milk Sustainability Center (the “**MSC**”) and all free services provided to You on the MSC whether you visit the MSC via the website <https://www.milksustainabilitycenter.com> (collectively the “**Service**”). Access to the MSC and the Service is provided to you (the “**User(s)**”/“**You**”/“**Your**”) by or on behalf of DairyDataWarehouse B.V. with registered address Stationplein 14, 9401 LB, Assen, The Netherlands (“**DDW**”).

In addition to these Terms of Use special terms may apply to certain services provided on the MSC, e.g. such as specified in the applicable documentation, offer, agreement or invoice (“**Special Terms**”). In the event of conflict between the Special Terms and these Terms of Use, the Special Terms shall prevail unless otherwise expressly stated. The Terms of Use and any Special Terms which You have agreed to are jointly referred to as the “**Agreement**”.

Terms starting with a capital letter, such as the term “**Agreement**”, are defined in these Terms of Use and have the meaning assigned to them also when appearing above the definition.

### 1. ACCEPTANCE OF TERMS OF USE

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By using the MSC and/or the Service You acknowledge that You have read, understood and agree to be bound by the Terms of Use and any Special Terms provided to You, and undertake not to use the Service in breach of the Agreement.

### 2. AGE AND AUTHORITY

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**2.1.** If You are an individual You hereby confirm and warrant that You are at least 18 years old and that You are not otherwise barred from entering into a binding contract under applicable laws.

**2.2.** If You are acting on behalf of a company, body or legal entity You hereby confirm and warrant that You are authorized to enter into contracts and otherwise act on behalf of that company, body or legal entity and that neither You nor the company, body or legal entity that You represent are restricted from entering into a binding contract for any reason.

### 3. DESCRIPTION OF THE SERVICE AND DEFINITIONS

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**3.1.** The Service enables You to access the MSC and MSC Data and to share access to the MSC with secondary users of your choice.



- 3.2.** “Content” means Farm Data and any other information that you enter into or upload to the Service.
- 3.3.** “Farm Data” means data related to the farm(s) linked to Your user account made accessible to DDW through the Service and includes, inter alia, herd data (animal related), field data (crops and soil related) and operational data (facilities and machinery related) regarding the farm(s) in question.
- 3.4.** “MSC Partners” means a third party that has entered into a MSC Partner Agreement with DDW.
- 3.5.** “MSC Data” means the outcome of the processing in the MSC of Farm Data and data collected by DDW from other sources, presented in the form of e.g. KPIs, insights or benchmarks.

#### **4. USERNAME, PASSWORD AND SECURITY**

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- 4.1.** To use the Service, You must create a MSC user account. During registration You shall choose a username and a personal password. You may not choose a username that is harmful, abusive, racially or ethnically offensive, sexually explicit, defamatory, infringing or invasive of personal privacy rights. It is Your obligation to ensure that any information that You submit to DDW via MSC or otherwise is truthful and accurate and to maintain the accuracy of such information (including Your email address).
- 4.2.** You are obliged to keep confidential and not disclose Your username and/or password to any third party or otherwise allow any third party to use Your access to the Service. If You have reason to believe that a third party has gained access to Your username and/or password. You must immediately inform DDW via email to [[support@milksustainabilitycenter.com](mailto:support@milksustainabilitycenter.com)].
- 4.3.** You are responsible for the use of the Service under Your login details. You are liable for any damage or loss incurred by DDW or any third party due to unauthorized use of Your username and/or password.
- 4.4.** We recommend that you have installed an up-to-date anti-virus software or similar protection against viruses and other malicious code. Except as expressly provided for by mandatory law, DDW or its assignees do not accept any liability in relation to the security of Your information or any damages You may suffer from viruses or other malicious code transmitted to You via the Service.



## 5. LICENSE AND DIFFERENT FORMS OF USE

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- 5.1.** Subject to Your compliance with the Agreement, DDW grants You for the duration of the Term, a non-exclusive, free of charge, limited license to access and use the Service and MSC Data solely for Your internal business use (the **"License"**).
- 5.2.** The License starts when You start to use the MSC and continues until further notice. The License can be terminated by You or by DDW at any time through written notification (e-mail).
- 5.3.** By uploading or otherwise enter Farm Data to the Service You grant to DDW, a non-exclusive, perpetual, transferable, worldwide, irrevocable and royalty-free license (with the right to sublicense) to – without restrictions – reproduce, make available, use, publish, distribute, modify, adapt and display such Farm Data in the Service and otherwise as required in order to perform the Service, including distributing MSC Data to MSC Partners approved by You. You agree to and warrant that the Farm Data is owned or duly licensed to You and that DDW does not need the permission or license from any third party to use the Farm Data in this section 5.3 and section 5.4.
- 5.4.** For Farm Data uploaded to or entered in the Service You further grant DDW the right to use such Farm Data to process, store and otherwise use it for DDW internal business purposes, including but not limited to, data analysis, customizing and improving services, product development including but not limited to development and training of machine learning algorithms, AI models and benchmarks, and providing, selling and licensing products and services to third parties, provided that no disclosure of such Farm Data will be made available to a third party without Your approval, other than in an anonymized form.

## 6. RULES OF CONDUCT

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**6.1.** You agree to and warrant that You will not:

- distribute or reproduce all or any part of the Service or MSC Data (except as set out in the Agreement)
- alter, disassemble, decompile or reverse engineer any part of the MSC or the Service, except to the extent explicitly permitted by applicable law,
- use software that reads or adds data on the MSC or the MSC Data automatically,
- use the MSC and/or the Service to request or encourage other users to breach this Section, or any other provision of the Agreement,
- abuse the MSC or the Service or use it for any unlawful or unauthorized purpose (which includes transmitting any computer viruses through the MSC, or using the



MSC in a manner which violates or infringes the rights of anyone else).

**6.2.** You agree to and warrant that You will only use the Service and MSC Data:

- with due care, taking into consideration that the MSC Processed Data is provided "as is" and does not constitute a recommendation or advice to take or omit any particular action,
- in a way that does not promote or encourage illegal activity,
- in a way that is not harmful, abusive, offensive or illegal and does not infringe the rights of any third party (including but not limited to copyright and trademarks).

## **7. INTELLECTUAL PROPERTY RIGHTS**

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Copyrights, trademarks, trade names, data base rights and other intellectual, industrial and/or proprietary rights (whether registered or not) in and related to the Service, including but not limited to the Platform, are owned by DDW and/or its affiliates, suppliers or licensors. All rights not expressly granted by DDW in the Agreement are reserved by DDW.

## **8. DDW'S LIABILITY**

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- 8.1.** DDW gives no warranties, express, implied or otherwise, as to the accessibility, quality, suitability, or accuracy of the Service and disclaims any warranties or conditions of merchantability, fitness for a particular purpose, title or non-infringement, other than as set out in this Agreement. Furthermore, there are situations when the Service will not be accessible, including but not limited to situations due to necessary maintenance and circumstances outside the control of DDW such as changes to third party software interacting with the MSC, net access failure, which shall not be considered a fault in the Service and DDW shall not be liable to You on account thereof.
- 8.2.** The MSC Data is provided "as is" and may be the outcome of methods of artificial intelligence and machine learning being applied. DDW gives no warranties, express, implied or otherwise, as to the accessibility, quality, suitability, or accuracy of the MSC Data and disclaims any warranties or conditions of merchantability, fitness for a particular purpose, title or non-infringement.
- 8.3.** To the fullest extent permitted by applicable law DDW, its officers, directors, shareholders, predecessors, successors in interest, assigns, employees, agents, subsidiaries and affiliates, suppliers or licensors shall not be liable to You or any third



party for any indirect, special or consequential loss or damages including but not limited to loss of data, capital, profits, revenue or goodwill arising out of or in connection with the Agreement or the use or inability to use all or part of the Service, even if advised of the possibility of such damages.

**8.4.** To the extent DDW is liable to indemnify You for any loss or damages, DDW's aggregate liability to You, whether for negligence, breach of contract or any other cause of action or omission in connection herewith shall be limited to the aggregate fees relating to the Service causing the damage, that You have paid during the 12 months preceding the event causing the damage.

**8.5.** DDW is committed to protecting the Platform, the Service and Your information. While DDW takes reasonable precautions, no security measures are completely secure, and DDW does not guarantee the security of Your information or that viruses or other malicious code will not be transmitted to You via the Service at any time.

**8.6.** DDW shall not be liable to You for any claims made by third parties towards You.

## 9. TAKE DOWN FUNCTION

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DDW reserves the right to immediately close down Your access to the Service or remove Content that has been published, posted or uploaded in breach of the Agreement or otherwise is harmful for or has an adverse effect on DDW or a third party, or is of a nature that in DDW's reasonable discretion for any reason calls for removal.

## 10. TERM AND TERMINATION

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**10.1.** These Terms shall start to apply when accepted by You and shall remain in force until the Agreement is terminated in accordance with this Section 10 (the "Term"), provided that any rights and obligations in the Agreement that by its wording is intended to survive expiration or termination as set out in Section 12, shall not be affected by such expiration or termination.

**10.2.** DDW may by notification to Your email address terminate the Agreement and Your access to the Service with immediate effect if You commit a material breach of the Agreement (including but not limited to any breach of the provisions above in sections "Username, password and security" or "Rules of conduct"). DDW reserves the right to claim damages and all other rights provided by law.

**10.3.** DDW shall furthermore have the right to terminate the Agreement and cease to provide access to the Service with immediate effect and without prior notice if required by law or an authority decision or because DDW ceases to provide the Service.



## 11. FORCE MAJEURE

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DDW shall not be liable for any default or delay in the performance of its obligations under the Agreement if and to the extent the default or delay is caused, directly or indirectly, by fire, flood, elements of nature, acts of war, terrorism, or civil unrest or any other similar cause beyond the reasonable control of DDW. In such event, DDW is excused from further performance for as long as such circumstances prevail.

## 12. SURVIVAL

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Notwithstanding anything else herein, all provisions in the Agreement which by their nature extend beyond the Term shall remain in effect after Termination, including, but not limited to, Sections 5.2, 5.4, 6, 7, 8.2-8.6, 12, 15, 16 and 17.

## 13. ENTIRE AGREEMENT

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The Agreement constitutes the entire agreement and understanding between You and DDW in relation to the subject matter of the Agreement. Any representation, promise, or condition not explicitly set forth in this Agreement shall not be binding on either You or DDW. You confirm that You are not relying on any representations or warranties of DDW except as specifically set out in this Agreement. For the avoidance of doubt, this Agreement sets out the full liability of DDW and any and all obligations and liability provided by law possible to exclude is hereby excluded.

## 14. CHANGES TO THE AGREEMENT

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You acknowledge and agree that DDW may occasionally, at its own discretion, make changes to the Agreement, including these Terms of Use. When DDW makes changes to the Agreement You will be notified via the Service. Your continued use of the Service after those changes are made constitutes Your acceptance of the changes to the Agreement, which shall enter into force on the date of such continued use.

## 15. SEVERABILITY

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Should any provision of the agreement between You and DDW governed by this Agreement be deemed to be void, invalid, unenforceable or illegal, all other provisions shall continue in full force and effect and DDW and You shall agree to new provisions in substitution for such invalid provisions. Such new provisions shall as regards their contents and effect, be as close as possible to the original text as written, but adjusted in such a way that the rights or obligations intended can indeed be derived from them.



## 16. ASSIGNMENT

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- 16.1.** DDW has the right to assign all or parts of its rights and/or obligations under the Agreement to its affiliated companies and/or any other third party without Your approval.
- 16.2.** You may not assign Your rights or obligations under the Agreement.

## 17. APPLICABLE LAW AND COMPETENT COURT

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- 17.1.** The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed and interpreted under the laws of the Netherlands, excluding its conflict of law rules, unless otherwise required by mandatory law of a member state of the European Union or any other jurisdiction.
- 17.2.** Any dispute, controversy or claim arising out of or in connection with the Agreement or any non-contractual obligation arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be exclusively brought before the courts of the Netherlands, using the District Court ("**Rechtbank**") of The Hague as the first instance.