

Terms, conditions and privacy policy

1 Acceptance of Terms, Conditions and privacy policy

1.1 The Website www.agriforvalor.eu is owned and operated by AGRIFORVALOR consortium. The following terms, conditions and privacy policy (collectively, the “TCP”) govern all use of the website (the “AFV”), the services (the “Services”) available at or through the AFV. As used in the TCP, “You”, “Your” or “Yourself” means the individual or entity using the Services “We,” “Us”, “Our” or “Agriforvalor” implies the Agriforvalor consortium.

1.2 By clicking the “Accept Terms, Conditions and Privacy” button on AFV or by using the Services provided on the AFV You are deemed to have accepted the TCP and You are agreeing that You shall be legally bound by them. It is important that You read and understand this TCP before using the Service. Contact Your legal advisors or Us if You have any questions relating to the TCP. If You do not agree to be bound by all of the TCP requirements, do not proceed further in the AFV and do not use, access materials from the AFV or obtain a user Account on the AFV (an “Account”).

1.3 Agriforvalor reserves the right, at its sole discretion, to modify or replace any of the TCP at any time. We may (but, shall not be required to) notify You of changes through the AFV. We make all reasonable efforts to keep the AFV up and running smoothly. However, Agriforvalor may from time to time be required to suspend the operation of the AFV without notice for repair, maintenance, improvement or other technical reason. We do not guarantee that use of the AFV will be uninterrupted or error-free or will achieve any particular results.

1.4 We do not guarantee the accuracy or validity of the information and materials on the AFV. While We use reasonable endeavors to keep the information up to date and correct, neither We nor any third parties make any representations or provide any warranties, express or implied, as to the accuracy, reliability, timeliness, completeness, or suitability of the information or materials on this AFV. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

1.5 Any future services or features that Agriforvalor may offer through the Service (including the release of new tools and resources) shall be subject to these Terms and conditions. Your continued use of the Service after the introduction of such new services or features constitutes Your acceptance of the Terms of Service as changed or modified.

1.6 As part of the Service, We act according to Your instructions in respect of your Account and content on third-party services over the Internet. Agriforvalor does not have and never intend to have any contractual involvement in the arrangements between you and the providers of the third-party services. Furthermore, it is Your responsibility to ensure that Your use of Our Service does not breach Your arrangements with the provider of the third-party services. You must not use Our Service if in so doing it breaches or may breach the terms and conditions of the provider of the third-party services or is otherwise illegal.

2 Access to the Services; and accounts qualification

Your use of the Services is subject to Your creation and Our approval Your Account. We have the right to refuse or limit Your access to the Services. By submitting to use the Services You confirm that You are aged 18 years or older and capable of forming a legally binding contract. You agree to provide true, accurate, current and complete information about Yourself when filling out the "Profile" section on the AFV. Furthermore You will not create an Account for anyone other than You without permission. You will not create more than one personal Account. If We disable Your Account, You will not create another one without Our permission. You will not use Your personal timeline for Your own commercial gain. You will not share Your password, let anyone else access Your Account, or do anything else that might jeopardize the security of Your Account. You will not transfer Your Account (including any Page or application You administer) to anyone without first getting Our written permission. If You select a username or similar identifier for Your Account or Page, We reserve the right to remove or reclaim it if We believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name). You agree to maintain and promptly update information in the "Profile" section to keep them true, accurate, current and complete. If We have reasonable grounds at any time to suspect that any information is untrue, accurate, not current or incomplete, We have the full and unlimited right to suspend or terminate Your Account on the AFV. You promise not to use the Service for any purpose that is unlawful or prohibited by the TCP, and agree to abide by all applicable local, national and international laws and regulations. You accept and agree that, on occasions in which We refuse or suspend access to the Service by certain individuals, such refusals and/or suspensions shall be within Our full and sole discretion.

3 Intellectual Property; Brand features

3.1 All right, title, and interest in and to the Service (excluding content submitted by

users) are and will remain the exclusive property of Agriforvalor. The Services are protected by copyright, trademark, and other laws of Germany, and may not be copied (except as necessary to view the AFV in Your web browser), distributed, modified, or reproduced, in whole or in part, without the prior written permission of Agriforvalor.

3.2 Agriforvalor is the proprietor of the "Agriforvalor" trademark and service mark (the "Mark"). Use of the Agriforvalor name or any of Our Mark, logos, domain names and other distinctive brand features is prohibited, unless expressly authorized in writing in advance by Us.

3.3 Any and all other trademarks, service marks, logos, company names or product names that appear in Our Service ("Third-Party Brands") are owned by their respective owners. The use of the Third-Party Brands in Our Service are limited to describing their owners' respective goods and services.

4 Copyright Infringement Policy

4.1 Agriforvalor is committed to complying with copyright and related laws, and expects all users of the AFV to comply with such laws as well. Using the AFV to transmit (whether by email, uploading, posting, or otherwise) any information or items without express permission of the owner of such information or items or to engage in any activity that infringes any copyright or any other rights of a third party violates Our TCP.

4.2 You will not post content or take any action on us that infringes or violates someone else's rights or otherwise violates the law. We can at any time remove any content or information You post on the AFV if We believe that it violates this Statement or Our policies. If We remove Your content for infringing someone else's copyright, and You believe We removed it by mistake, We will provide You with an opportunity to appeal. If You repeatedly infringe other people's intellectual property rights, We will disable Your Account when appropriate.

4.3 You will not use Our copyrights or trademarks (including Agriforvalor logo), or any confusingly similar marks, except with Our prior written permission.

4.4 If You collect information from users, You will: obtain their consent, make it clear You (and not Agriforvalor) are the one collecting their information, and post a privacy policy explaining what information You collect and how You will use it. You will not post anyone's identification documents or sensitive financial information on the AFV.

4.5 You represent and warrant to Agriforvalor 1) that You own, or are otherwise lawfully authorized to use, any files, data, text, or other information that You may transmit to or through the AFV, and 2) that any use of the files, data, text, or other information supplied

by You does not violate any laws or regulations and will not cause injury to any person or entity.

4.6 If You believe that Your work has been copied on the AFV in a way that constitutes copyright infringement, please email Us at info@steinbeis-europa.de and in doing so provide the following information for Our consideration and investigation:

1. Identify the copyrighted work that You claim has been infringed, or - if multiple copyrighted works are covered by this Notice - You may provide a representative list of the copyrighted works that You claim have been infringed.
2. Identify the material or link You claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL of the link shown on the AFV or the exact location where such material may be found.
3. Provide Your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice: I. "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)." II. "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
5. Provide Your full legal name and Your electronic or physical signature.

5 Indenity

By accessing the AFV and using Our Service, You acknowledge and agree that You are using Our Service at Your own risk. You agree to indemnify and hold Us and Our subsidiaries, affiliates, employees, officers, agents or partners harmless from and against any direct or indirect loss or damage (including consequential loss and loss of profits, goodwill or business opportunities) arising from any third party claim in relation to Your Use of the AFV, or Your breach of any of the provisions of the TCP. Although We provide rules for user conduct, We do not control or direct users' actions on the AFV and are not responsible for the content or information users transmit or share the AFV. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information You may encounter the AFV. We are not responsible for the conduct, whether online or offline, or any user of the AFV.

6 Advertising

Ads appearing on Our site may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize Your computer each time they send You an online advertisement to compile non personal identification information about You or others who use Your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to You. This privacy policy does not cover the use of cookies by any advertisers.

7 Privacy policy

7.1 Agriforvalor respects the privacy of every individual who visits the AFV. This privacy policy (referring as the “Policy”) provides Our policies and procedures for collecting, using, and disclosing Your information. By accessing Our Site or using the Service, You agree to this Policy. Should You have questions or concerns about this Policy or any other matter pertaining to Our privacy practices, please send an email to the following address:

7.2 This Policy applies solely to information We collect through the AFV. It does not apply to information We collect by other means (including offline) or from other sources.

Information we collect

7.3 We do not collect any personally identifiable information except as set forth in this Policy or as otherwise permitted by You.

We may collect and store the following information when running Our Services:

1. **Files:** We collect and store the files You upload, download, or access with the AFV Service. If You add a file to the AFV that has been previously uploaded by You or another user, We may associate all or a portion of the previous file with Your Account rather than storing a duplicate.
2. **Log Data:** When You use the Service, We automatically record information from Your Device (every kind of Smartphone, tablet or computer), its software, and Your activity using the Services. This may include the Device’s Internet Protocol address, browser type, the web page visited before You came to Our website, information You search for on Our website, locale preferences, identification numbers associated with Your Devices, Your mobile carrier, date and time stamps associated with transactions, system configuration information, metadata concerning Your Files, and other interactions with the Service.
3. **Cookies:** We also use “cookies” (A cookie is a small data file that We transfer to Your Device.) to collect information and improve Our Services. We may use “persistent

cookies” to save Your registration ID and login password for future logins to the Service. We may use “session ID cookies” to enable certain features of the Service, to better understand how You interact with the Service and to monitor aggregate usage and web traffic routing on the Service. You can instruct Your browser, by changing its options, to stop accepting cookies or to prompt You before accepting a cookie from the websites You visit. If You do not accept cookies, however, You may not be able to use all aspects of the Service.

4. Personal information: When You register an Account, We collect some personal information, such as Your name, phone number, credit card or other billing information, email address and home and business postal addresses. You may also provide Us with Your contacts’ email addresses when sharing folders or files with them. We may also receive Personal Information (for example, Your email address) through other users, for example if they have tried to share something with You or tried to refer Agriforvalor to You.

How We use the collected information

7.4 The data and information We collect is generally used to help Us develop Our Services for You, process Your requests and provide You with high quality Service, to tell You about opportunities We think will be of interest to You, to customize Your experience on the AFV and to understand Your needs so that we may provide You with the most suitable Services.

7.5 We may use Your email address to send You Service-related notices (including any notices required by law, in lieu of communication by postal mail). We may also use Your contact information to send You marketing messages. If You do not want to receive these messages, You can opt out by following the instructions in the message. Alternatively, You may contact Us at ... to opt-out of receiving such email. If You correspond with Us by email, We may retain the content of Your email messages, Your email address and Our responses.

7.6 Agriforvalor does not sell or rent Your Personal data and information to anyone. We share Your personal information only with Your consent or to Our business partners and affiliates as described below: a. Personnel/Agents: Agriforvalor discloses potentially personally-identifying and personally-identifying information only to those of its employees, agents and contractors that (1) need to know that information in order to process it on Our behalf or to provide services available at or through the AFV and Services, and (2) have agreed not to disclose it to others. Some of those employees, agents and contractors may be located outside of Your home country; by using the AFV, You consent to the transfer of such information to them. b. Affiliated Businesses: We are affiliated with a variety of businesses and work closely with them in order to provide Our

Services to users. We will only share personal information with affiliates to the extent that is necessary for such affiliates to provide the services. For example, when an ad is displayed on Agriforvalor, the IP address of the viewer may be shared with Agriforvalor's advertising partners. We require Our affiliates to provide the same level of privacy protection that We do and they do not have the right to share or use personal information for any purpose other than for an authorized transaction. Some of Our affiliates may be located outside of Your home country; by accessing the AFV and using Our Service, You consent to the transfer of such information to them.

Business Transfers

7.8 If We are involved in a merger, acquisition, or sale of all or a portion of Our assets, Your information may be transferred as part of that transaction.

Rights and how to Access, Correct or Request Deletion of Your Information

7.9 You can access Your personally identifiable information that We have collected online and that We still maintain by sending an email You can correct factual errors in Your personally identifiable information by sending Us a request that credibly shows that Our records are incorrect, or request deletion of Your personally identifiable information from Our records. To protect Your privacy and security, We may also take steps to verify Your identity before granting access to Your personally identifiable information or permitting You to make corrections or deletions. While We will strive to accommodate Your requests, We may reject requests which risk the privacy of others, are unreasonable or repetitive, require disproportionate technical effort (such as developing new systems or fundamentally changing an existing business practice), or would be extremely impractical. Where We can provide information access and correction, We will do so for free, except where it would require a disproportionate effort. We aim to maintain Our Services in a manner that protects information from accidental or malicious destruction. Because of these reasons, after information is deleted from Our Services, We may not immediately be able to remove residual copies from Our active servers and may not delete information from Our backup systems.

Changes to Our Policy

7.10 We reserve the right to change this Policy at any time. If We modify this Policy, We will post the revised Policy, which will take effect immediately upon posting, and We may attempt to notify You of such change through Your email addresses registered with Us. It is Your responsibility to periodically review the Policy.

8 Links and information to and from Third Party Web Sites

The AFV may include links or references to other websites maintained by third parties over whom Agriforvalor has no control. If You follow a link to any of these websites or any other external destination (like offers on mobile app stores etc.), please note that these websites and destination have their own privacy policy which You should read before You submit any personal data and information. Such links and references are provided merely as a convenience and shall not be construed to imply any particular relationship with such third parties. Similarly, the AFV may be accessed from third party links over whom Agriforvalor has no control. The third party providers of such links shall be solely responsible for the accuracy, currency, or completeness of any information contained in or on their own websites.

9 Warranties and disclaimers

The Service, the AFV and all content, products and services included in or available through the AFV are provided "as is" and "as available". The Service, Site and content, products and Services are provided without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are hereby expressly disclaimed.

10 Information on the AFV

Data and material ("Web Information") which is to be found on the AFV to which You have access is subject to the following limitations: a. The Web Information is provided only for You to obtain a general understanding of the topics and issues to which it relates. It may not be up-to-date or provide all the relevant material or data concerning the topic or issues it addresses. b. The Web Information is not to be relied upon by or utilized by You to help You or advise or assist You with any problem or issue You are having. Moreover the Web Information must not form the basis on which You decide to take no action or not to do something. c. You will not use any software or device to copy, transfer or download complete or partial parts of the Web Information or Our Site (text, code, software, graphics etc)

11 Term and Termination

11.1 To prevent unauthorized access to Your personally identifiable information, maintain data accuracy, and ensure the correct use of such information, We have put in place

physical, electronic, and managerial procedures to attempt to safeguard and secure the information We collect. However, no safeguards or security procedures are completely effective. We urge You to take all reasonable precautions to protect Your personal data, which should include never sharing Your username and password with anyone.

11.2 These TCP are the entire agreement between You and Agriforvalor with respect to the Service and use of the AFV, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between You and Agriforvalor with respect to the AFV.

11.3 If any provision of the TCP is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that TCP will otherwise remain in full force and effect and enforceable.

11.4 These terms and the use of the services and software will be governed by German law except for its conflicts of laws principles. All claims arising of or relating to these TCP or software must be litigated exclusively in the courts of Germany. These Terms constitute the entire and exclusive agreement between You and Agriforvalor with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. Agriforvalor's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain in full effect and an enforceable term will be substituted reflecting Our intent as closely as possible. You may not assign any of Your rights in these Terms, and any such attempt is void, but Agriforvalor may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. Agriforvalor and You are not legal partners or agents; instead, Our relationship is that of independent contractors.