

User Agreement: Terms and Conditions

Contents

1. Your Acceptance	2
2. Rapagra Description of Service	2
3. Definitions	2
4. User Accounts and Personal Data	3
5. Limited License and Use of the Rapagra app	3
6. Intellectual Property Rights	5
7. Content	5
8. Payment and Refunds	5
9. Representations and Warranties	5
10. Limitations on Liability	6
11. Indemnity	7
12. COPPA Compliance	7
13. Choice of Law	7
14. Forum of Dispute	7
15. Force Majeure	7
16. Severability	8
17. Non-Waiver	8
18. Termination and Cancellation	8
19. Assignment	8
20. Amendments	8
21. Separate Agreements	8

1. Your Acceptance

This is an agreement (“Agreement”) between Rapagra BV, the owner and operator of the app with the name Rapagra, the Rapagra BV software, the other Rapagra BV mobile applications, software and website with domain name <https://rapagra.nl/> and you (“you,” “your” or “user(s)”), a user of the app, website or service provided by Rapagra BV. Throughout this document, the words “Rapagra”, “Rapagra BV,”, “us”, “we”, and “our”, refer to us, Rapagra BV (“Site” or “Service”), or our app, Rapagra BV (“Android- and iPhone App”), as is appropriate in the context of the use of the words.

Please read the Terms of Service and the Privacy Policy before using our Site and Service. This Agreement is legally binding and governs your use of our App, Site and Service. By using or accessing any part of our Site or Service you agree to be bound by these Terms of Service and confirm you accept the Privacy Policy.

We may amend our Terms of Service or Privacy Policy from time to time and we ask you to check this page as this Agreement or our Privacy Policy may have changed. Your continued use of our App, Site or Service will constitute acknowledgement and consent to any amendments made within the Privacy Policy and Terms of Service.

If you do not agree to the Terms of Service please cease using our Site and Service immediately. If you have not read the Privacy Policy yet, please do it before further use of our Site. Users of our Service must be above the age of 18. If you are under the age of 18 please stop using our Site and Service immediately and do not submit any information to us.

This document is drawn and checked in accordance with the EU regulations privacy law, also referred to as “The General Data Protection Regulation” (GDPR) to be found under https://ec.europa.eu/info/law/law-topic/data-protection/data-protection-eu_en#legislation and applies to any user of our App, Site or Service. In the document “GDPR for App” the full disclosure of privacy and data protection is written. This document makes clear the terms of usage of the application.

2. Rapagra Description of Service

Rapagra provides online and mobile tools for farmers, trainers, individuals and companies.

We provide data, data analysis, record keeping, paperless tracking, scheduling and decision making tools. In addition, we provide resource management tools, weather updates and intelligent reports that helps better manage (or give advice on) agricultural operations.

3. Definitions

Throughout this Agreement, we may use certain words or phrases, and it is important that you understand the meaning of them. The list is not all-encompassing and no definition should be considered binding to the point that it renders this Agreement nonsensical:

- “Agreement” means these Terms of Service;
- “App” means the Rapagra BV application for mobile devices with an iPhone- or Android operating system that we may make available through our Site or a third party app store or site, offering similar features to those available on our Site;
- “Service” refers to the services that we provide through our Site, as well as any Software and our App;
 - “Site” refers to our website, <https://rapagra.nl/>;

Rapagra BV User Agreement: Terms and Conditions

- “Rapagra”, “Rapagra BV”, “us,” “we,” and “our,” refers to our company Rapagra BV, our Site, App or our Service, depending on the context of the usage;
- “User” refers to you, those who use our Services, and general visitors to our Site;
- “You” refers to you, the person who is entering into this Agreement with Rapagra.

4. User Accounts and Personal Data

During account registration we require your name, surname, country and e-mail. We may also require additional information from you if necessary. Please read our Privacy Policy that describes these and other data we collect, how we store and use your personal data, who may have access to them, your abilities regarding these data and legal grounds for such processing.

After registering in the app, Rapagra BV will send you a confirmation link. We have the final discretion in granting accounts and reserve the right to reject users without explanation.

If payment will be done, your payment information e.g. bank information or credit card information is not collected, stored and/or processed by us. We refer only your order number directly to payment service providers. We may at our discretion restrict, limit or revoke your ability to register or use the app at any time.

5. Limited License and Use of the Rapagra app

When using any of our Site, Services or our App, we grant you a personal, limited, non-exclusive license to install and use our software or application. We may make our App available on our Site or elsewhere, such as a third party store dedicated to the promotion and sale of apps. You are given the right to download one copy of the App at the price listed, if any.

When you use the App you are granted a license only for your personal use unless you are a trainer. For the person using the app (trainer or individual) this means you cannot sell our Service or App anywhere else, share your license with anyone else, reverse engineer or otherwise attempt to copy our Service or App, or try and make money off of it without our express written permission. Even if we offer our Service or App for free or in a demo version, you must still abide by these provisions and not copy or otherwise use our App in a manner prohibited by this section. You obtain no ownership rights when you purchase any license, but are instead buying (or, in the case of a free or demo license, being given) a license to use our software or App within the confines of this Agreement.

When using our App, Site or Service, you assume full responsibility for your use and agree not to use it in ways not explicitly authorized by Rapagra BV. You are responsible for your use of our App, Site or Service, and for any use of the App, Site or Service, made using your account. You agree not to access, copy, or otherwise use the App, Site or Service, including our intellectual property and trademarks, except as authorized by these Terms of Service or as otherwise authorized in writing by Rapagra BV. By using our Site and Service you agree to the following:

You agree not to transmit anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable in our reasonable opinion;

You agree to provide truthful and accurate content;

Rapagra BV User Agreement: Terms and Conditions

You agree not to violate any contract, rules or policies that govern the use of your mobile device, as directed by your wireless carrier and/or mobile device manufacturer;

You agree not to transmit any malicious or unsolicited software;

You agree not to impersonate any person or entity, use a fictitious name, or misrepresent your affiliation with a person or entity;

You agree not to violate any requirements, procedures, policies or regulations of networks connected to Rapagra BV;

You agree not to interfere with or disrupt Rapagra BV;

You agree not to hack, spam or phish us or other users;

You agree to act within the bounds of common decency when using our website;

You agree not to impersonate any person or entity or misrepresent your affiliation with a person or entity;

You agree not to transfer personal data of the third parties to our App, Site or Service without explicit consent from such third parties or other sufficient legal basis;

You agree not to collect or store personal information about other end users;

You agree to not violate any law or regulation and you are solely responsible for such violations;

You agree not to copy, modify, rent, lease, loan, sell, assign, distribute, reverse engineer, grant a security interest in, or otherwise transfer any right to the technology or software underlying our App, Site or any of our Services;

You agree not to cause or aid in the cause of the destruction, manipulation, removal, disabling, or impairment of any portion of our website, including the de-indexing or de-caching of any portion of our website from a third party's website, such as by requesting its removal from a search engine;

You agree not to infringe upon our intellectual property unless you have our permission to use it in the specific manner that you used it;

You are expressly prohibited from accessing Rapagra BV through a virtual private network or by proxy.

If you are discovered to be undertaking any of the aforementioned actions your privileges to use our Service may at our discretion be terminated or suspended. Generally, we will provide an explanation for any suspension or termination of your use of any of our Services, but Rapagra BV reserves the right to suspend or terminate any account at any time without notice or explanation.

The Site and Service may contain links to other websites (such as in advertisements), integrated third party products or allow others to send you such links. A link to a third party's website does not mean that we endorse it or that we are affiliated with it. We do not exercise control over third-party websites. Your access to such third-party websites or content shall be at your own risk, and you should always read the terms of use and privacy policy of a third-party website before using it. Rapagra BV shall not be

responsible for any damages or loss related to the use of any contents, goods or services available on or through any third-party website.

6. Intellectual Property Rights

The design of the Rapagra BV Service along with Rapagra BV created text, scripts, graphics, interactive features and the trademarks, service marks and logos contained therein (“Marks”), are owned by or licensed to Rapagra BV, subject to copyright and other intellectual property rights under law of EU and foreign laws and international conventions. Rapagra BV reserves all rights not expressly granted in and to the Service and the Site. You agree to not engage in the use, copying, or distribution anything contained within the Site or Service unless we have given express written permission.

7. Content

When you send any content through Rapagra BV, the website or App, you grant Rapagra BV and its affiliates, representatives and assigns a non-exclusive, fully-paid, perpetual, royalty-free, world-wide, universal, transferable license to be used internally for use and reuse all or part of your content and anything we may make with your content through Rapagra BV like updating and developing a better performance of the App, website and/or Rapagra BV. Rapagra BV will not display, publicly perform, distribute, store, broadcast, transmit, reproduce, modify, prepare derivative works without written approval of the content giver.

We are not required to host, display, or distribute any content, and we may refuse to accept or content, and may remove or delete content from Rapagra BV at any time.

8. Payment and Refunds

While registering for a Rapagra BV subscription you must submit a credit card for payment or pay via Paypal or pay through various payment methods that are provided by our payment service provider depending on availability on your country.

The price to use our Site, Service and App may vary. When paying please verify that you understand the price and the terms and conditions of payment. If you are purchasing an annual plan, please be aware that your credit card will be charged and automatically billed on a yearly basis without additional notice to you. We reserve the right to raise our yearly rates at any time; however, we will provide you with notice of the fee increase. We do not provide any refund for an annual subscription for the first year of purchase. It is only possible to cancel the subscription for the next year cycle.

9. Representations and Warranties

We make no representations or warranties as to the merchantability of our service or fitness for any particular purpose. You agree that you are releasing us from any liability that we may otherwise have to you in relation to or arising from this agreement or our services, for reasons including, but not limited to, failure of our service, negligence, or any other tort. To the extent that applicable law restricts this release of liability, you agree that we are only liable to you for the minimum amount of damages that the law restricts our liability to, if such a minimum exists.

You agree that we are not responsible in any way for damages caused by third parties who may use our services, including but not limited to people who commit intellectual property infringement, defamation, tortious interference with economic relations, or any other actionable conduct towards you.

Rapagra BV User Agreement: Terms and Conditions

We are not liable for any failure of the goods or services of our company or a third party, including any failures or disruptions, untimely delivery, scheduled or unscheduled, intentional or unintentional, on our website which prevent access to our website temporarily or permanently.

The provision of our service to you is contingent on your agreement with this and all other sections of this agreement. Nothing in the provisions of this “representations & warranties” section shall be construed to limit the generality of the first paragraph of this section.

For Jurisdictions that do not allow us to limit our liability: Notwithstanding any provision of these Terms, if your jurisdiction has provisions specific to waiver or liability that conflict with the above then our liability is limited to the smallest extent possible by law. Specifically, in those jurisdictions not allowed, we do not disclaim liability for: (a) death or personal injury caused by its negligence or that of any of its officers, employees or agents; or (b) fraudulent misrepresentation; or (c) any liability which it is not lawful to exclude either now or in the future.

If you are a resident of a jurisdiction that requires a specific statement regarding release then the following applies. For example, California residents must, as a condition of this agreement, waive the applicability of California civil code section 1542, which states, “a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.” You hereby waive this section of the California civil code. You hereby waive any similar provision in the country of origins’ law, regulation, or code that has the same intent or effect as the aforementioned release.

10. Limitations on Liability

In no event shall Rapagra BV, its officers, directors, employees, or agents, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of our services, (iii) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (iv) any interruption or cessation of transmission to or from our services, (v) any bugs, viruses, trojan horses, or the like, which may be transmitted to or through our services by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred as a result of your use of any content posted, emailed, transmitted, or otherwise made available via the services, whether based on warranty, contract, tort, or any other legal theory, and whether or not the company is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

You specifically acknowledge that Rapagra BV shall not be liable for content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

In the event of any problem with the Rapagra website, app, service or any content, you agree that your sole remedy is to cease using this web site, app or service. In the event of any problem with the products or services that you have purchased from Rapagra, you agree that your sole remedy, if any, is to terminate use of our services. Rapagra BV is not liable to you or to third parties for any damage, harm, injury or claim that arises from your use of any products purchased from our site. For your convenience, the following are some important details of this Agreement that affect your rights and remedies.

Rapagra BV User Agreement: Terms and Conditions

We take no responsibility and assume no liability for any user content that is posted, stored, uploaded, or transmitted to us, or for any loss or damages that may occur because such member content including, but not limited to defamation, slander, libel, falsehoods, obscenity, or profanity.

We take no responsibility and assume no liability for any claim, action, petition, demand for arbitration or lawsuit alleging injury or damage resulting from any use of Rapagra BV, whether arising in tort or contract, law or equity.

Your ability to use or interact with this website and service is a privilege, not a right, and we reserve the right to take any action that we deem proper, without notice, to prevent any violation, enforce any provision, or rectify any alleged violations of this Agreement or any applicable law at our sole discretion.

Rapagra BV shall not be liable for any other reason or for damages, even if we have been advised of the possibility of such damages. In the event that this clause is prohibited or restricted by applicable law, our liability shall be limited to the lowest legally required amount. Rapagra BV makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

You agree to defend, indemnify and hold harmless Rapagra BV, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Rapagra BV Site and Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that any of your content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Rapagra BV Service.

12. COPPA Compliance

Rapagra BV and its Services may only be used by persons 18 years and older. Rapagra BV in no way targets children, if you are under the age of 18 please do not use our Site, app or services and do not submit any information to us.

13. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of The Netherlands.

14. Forum of Dispute

Should it be impossible to resolve the dispute by means of negotiations, any dispute, controversy, or claim arising out of, or under connection with this Agreement, including any questions regarding its existence, validity or terminations, shall be referred to and finally resolved by solely by a court of competent jurisdiction in Amsterdam, the Netherlands.

15. Force Majeure

You agree that we are not responsible to you for anything that we may otherwise be responsible for, if it is the result of events beyond our control, including, but not limited to, acts of God, war, insurrection, riots, terrorism, crime, labor shortages (including lawful and unlawful strikes), embargoes, postal

disruption, communication disruption, failure or shortage of infrastructure, shortage of materials, or any other event beyond our control.

16. Severability

In the event that a provision of this Agreement is found to be unlawful, conflicting with another provision of the Agreement, or otherwise unenforceable, the Agreement will remain in force as though it had been entered into without that unenforceable provision being included in it.

If two or more provisions of this Agreement are deemed to conflict with each other's operation, Rapagra BV shall have the sole right to elect which provision remains in force.

17. Non-Waiver

We reserve all rights permitted to us under this Agreement as well as under the provisions of any applicable law. Our non-enforcement of any particular provision or provisions of this Agreement or the any applicable law should not be construed as our waiver of the right to enforce that same provision under the same or different circumstances at any time in the future.

18. Termination and Cancellation

We may terminate or suspend service or your account or any other provision of services to you at our discretion without explanation and notice, though we will strive to provide a timely explanation in most cases. If you wish to terminate this Agreement, you are solely responsible for following proper termination procedures. Cancellation may result in the immediate deletion of any content that you have submitted to Rapagra BV, including your personal data. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

19. Assignment

You may not assign your rights and/or obligations under this Agreement to any other party without our prior written consent. We may assign our rights and/or obligations under this Agreement to any other party at our discretion.

20. Amendments

We may amend this Agreement from time to time. When we amend this Agreement, we will update this page and indicate the date that it was last modified. You may refuse to agree to the amendments, but if you do, you must immediately cease using our website and our Service. You must visit this page each time you come to our website and read and agree to it if the date it was last modified is more recent than the last time you agreed to the Agreement.

21. Separate Agreements

It might be a case when separate agreement between Rapagra BV and user is concluded. Terms and Conditions or Privacy Policy signed or agreed to through the usage of the app and its process of accepting this terms and conditions as well as the privacy statement between Rapagra BV and user in such agreement prevail over the Terms and Conditions or Privacy Policy disclosed on the Site.

Last Updated: June 21, 2024.

