



# General terms and conditions



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# Terms and conditions

Before you use the website, products or services of LetsGrow.com B.V. (hereinafter referred to as 'LetsGrow.com') you should take note of and agree to these general terms and conditions.

## 1. Applicability

1.1 These general terms and conditions are part of all offers from LetsGrow.com and agreements between LetsGrow.com as a supplier and its Customer(s). In this context, the term Customer is understood to mean: the person to whom the aforementioned offer is addressed or with whom LetsGrow.com has concluded the aforementioned agreement, such as partners and dealers, as well as the end users of products and services from LetsGrow.com. The Customer will hereinafter be referred to as 'Customer'. Furthermore, LetsGrow.com and the Customer are collectively also referred to as 'Parties'. All provisions of these terms and conditions are in force between the Parties, unless both have expressly and in writing deviated from this.

1.2 The applicability of the Customer's general (purchase) conditions is expressly excluded.

1.3 If one or more (part(s)) of the provisions of these general terms and conditions are null and void, or are annulled, the remaining provisions of these general terms and conditions shall remain in effect. The parties will then enter into consultation to agree on new rules to replace the null and void or annulled provisions, in which the purpose and scope of the null and void or annulled provisions will be reflected as much as possible.

## 2. Offers and agreements

2.1 Every offer (also referred to as 'offer') issued by LetsGrow.com is without obligation and revocable and (unless otherwise stated) has a validity of 14 days. An agreement is only established if and insofar as LetsGrow.com accepts an order from the Customer in writing or if an order is executed.

2.2 The prices as stated in the quote or in another form of an offer are, unless otherwise stated, in Euros and excluding VAT and any levies, surcharges and other factors.

2.3 All specifications of numbers, measures, size, color and other displayed characteristics of goods and/or services to be delivered by LetsGrow.com in the shown or provided drawings, images, photos or models are only indications. A minor deviation from this in the delivered goods does not lead to a shortcoming in the performance of the agreement on the part of LetsGrow.com.

2.4 Obvious errors and accidental errors in the offer are not binding towards LetsGrow.com.

2.5 An offer does not automatically apply to subsequent assignments, reorders, or extensions.

2.6 Unless otherwise agreed, it is not permitted to resell or supply the goods and services of LetsGrow.com to third parties.



## 3. Usage rights

3.1 The website portal “MyLetsGrow” from LetsGrow.com, and any solutions in the form of modules, are offered as a so-called SaaS solution: Software as a Service. That means that the Customer will not gain access to the software (ownership/source code) itself, but that this software is offered as a service via the internet. LetsGrow.com is never obliged to provide a physical carrier containing software to be made available within the context of MyLetsGrow (hereinafter ‘the SaaS solution’) (such as the object code).

3.2 The Customer must do or refrain from doing whatever is necessary to ensure timely and correct access to the web application.

3.3 An API (Application Programming Interface) may be needed for the use of the web application. A key previously provided to a Customer may not be shared with third parties. Provided or self-created passwords are unique and should not be shared with third parties.

3.4 Every Customer can create an account via LetsGrow.com. If the Customer has employees who also need to use MyLetsGrow, the respective employees can create their own (sub)account, allowing data and information to be shared. This data and information (hereinafter referred to as ‘data’) originates from the Customer’s data sources and is linked by LetsGrow.com and made available in the Customer’s MyLetsGrow environment. Only one person is allowed to log in per (sub)account created. It is not permitted to allow third parties to use the SaaS solution provided by LetsGrow.com. The Customer is responsible for any use/actions taken via the Customer’s account, whether or not with the Customer’s permission. The Customer is obliged to report any unauthorized use of the Customer’s account to LetsGrow.com as soon as possible.

3.5 The total number of (sub)accounts may be limited in accordance with the order confirmation.

3.6 LetsGrow.com will create a subdomain within the internet domain used for the web application and will ensure that the Customer can access the web application through this subdomain.

3.7 The customer expressly receives a non-exclusive, non-transferable, and non-sublicensable license for the SaaS solution from LetsGrow.com.



## 4. Service provision

4.1 LetsGrow.com will execute the agreement to the best of its knowledge and ability. All services of LetsGrow.com are performed for the Customer on the basis of a duty to make efforts, unless and insofar as LetsGrow.com has explicitly promised a result in the form of a Service Level Agreement (SLA) in the written agreement and the concerning result therein is also described with sufficient accuracy, regardless of whether it concerns the provided SaaS solution, training, data analyses, advice or monitoring of its use.

4.2 With regard to the SaaS solution, LetsGrow.com will strive to minimize downtime as much as possible. Unless otherwise agreed, for example as set out in an SLA as mentioned in article 4.1, LetsGrow.com does not guarantee the exact amount of uptime. LetsGrow.com can make changes to the content, operation or scope of the SaaS solution. Furthermore, LetsGrow.com can temporarily disable the SaaS solution in whole or in part for preventive, corrective or adaptive maintenance or other forms of service, with LetsGrow.com aiming to keep such downtime as short as possible. Through alerts, LetsGrow.com will promptly inform the Customer of changes, maintenance or decommissioning. LetsGrow.com is not obligated to change or add certain properties or functionalities of the SaaS solution specifically for a Customer.

4.3 LetsGrow.com is committed to keeping the SaaS solution active for the entire agreed period. However, LetsGrow.com is not responsible for the continuous quality and quantity of the SaaS solution. LetsGrow.com provides no guarantee regarding the availability of services, such as the software technology used for development of, for example, the website and thereby also the visual representation of the final result. At some point after delivery, it may become apparent that these services are no longer displayed or no longer function fully optimally due to external circumstances, such as for example, in case the network operator no longer supports the service, a supplier of LetsGrow.com goes bankrupt or the software of a used template or plug-in is no longer developed/supported.

4.4 LetsGrow.com reserves the right to temporarily take the SaaS solution out of use for maintenance, adjustment or improvement of, for example, the computer systems of LetsGrow.com or the Customer. LetsGrow.com will ensure that such decommissioning takes place outside office hours as much as possible. LetsGrow.com will never be liable to pay any compensation to the Customer as a result of such decommissioning.

4.5 Unless otherwise agreed, LetsGrow.com is entitled to implement technical provisions for the protection of equipment, software or data files. These provisions may impose limitations on the content or duration of use for the Customer. The Customer shall not remove or bypass these provisions.

4.6 By using MyLetsGrow, the user consents to the collection of data related to the user's activity on MyLetsGrow. The collected data will be used strictly for internal purposes, such as product improvement, optimization of user experience, and providing better support by LetsGrow.com to the Customer. LetsGrow.com will not share this information with third parties.





4.7 LetsGrow.com will occasionally release updates related to the maintenance or optimization of the SaaS solution. For this purpose, LetsGrow.com does not require the customer's permission. Updates may involve changes to the functionalities. The provisions of these general terms and conditions also apply to the modified functionality.

4.8 LetsGrow.com provides training to the Customer's staff with regard to the possibilities of using the data made available via LetsGrow.com's SaaS solution. LetsGrow.com may impose qualification requirements on Customer's personnel eligible for training and other support services. The Customer is and remains solely responsible for the correct use of the SaaS solution and the deployment of expert personnel trained by LetsGrow.com in the use of the SaaS solution.

4.9 With regard to support services such as training, data analysis, advice and monitoring in relation to the use of the SaaS solution, it is the case that the Customer is and remains fully responsible for the use of the SaaS solution within its own business processes. The SaaS solution only provides process support for a part of the business processes. The deployment of the SaaS solution by the Customer is entirely at their own risk. LetsGrow does not guarantee the accuracy, completeness or timeliness of such support provided by the SaaS solution and cannot be held liable for damage resulting from decisions made by the Customer based on the SaaS solution, training, data analyses, advice and monitoring.

## 5. Use of Information by Third Parties

The data is provided by the Customer(s) and/or their user(s) of LetsGrow.com. LetsGrow.com is only entitled to use these data for its own internal purposes, such as -but not limited to- resolving malfunctions, product development. The data can only be made available to other customers of the SaaS solution with the customer's consent. This consent can also be withdrawn by the customer at any time. LetsGrow.com is not responsible and/or liable for the accuracy of the supplied data. LetsGrow.com is not liable for damage resulting from the disclosure of confidential information, regardless of the cause.

## 6. Delivery of hardware

6.1 Measurements and specifications of hardware to be supplied by LetsGrow.com stated in catalogues, quotations, drawings, etc. are only indicative. Prices of hardware are based on Ex Works delivery, excluding VAT and other charges and taxes. Prices and delivery times stated are not binding and are based on the circumstances applicable to LetsGrow.com and its suppliers at the time of concluding the agreement. If those circumstances change, the price and delivery time may change accordingly.

6.2 The ownership of the hardware to be delivered only transfers to the Customer once the purchase price of the hardware and any fees for additional services have been paid to LetsGrow.com. Without prejudice to the aforementioned retention of title, the risk is transferred to the Customer at the time of delivery of the hardware to the Customer.

6.3 LetsGrow.com only provides the guarantee that it itself can claim from the supplier of the relevant hardware.



## 7. Nature of Internet and force majeure

7.1 Internet is not always a reliable communication medium and its use is entirely at the expense and risk of the Customer. At random moments, disturbances, errors and/or delays may occur. LetsGrow.com is not at fault in the event of, and is not liable for damage caused by, disruptions in the electricity supply or disruptions in communications connections or equipment, regardless of whether these connections or equipment are managed by LetsGrow.com or a third party, or other causes that prevent or delay the use of the SaaS solution and the associated facilities of LetsGrow.com or third parties. The customer is at all times responsible for ensuring that all communication links, sensors, computers, electricity supplies, cameras and other equipment are well maintained and remain fully operational.

7.2 Force majeure is understood to mean, in addition to what is understood about this in the law and jurisprudence, all external causes, foreseen or unforeseen, over which LetsGrow.com cannot exercise control. The following will be included herein, syn flood, network attack, DoS or DDoS attacks, war, business interruptions, strikes, traffic disruptions, unforeseeable stagnation, interruptions or failures in the supply of energy, internet malfunctions or other (tele)communication facilities, shortcomings by parties on whom LetsGrow.com depends for the provision of telecom services, transport difficulties, fire, loss or damage during transport, epidemics and government measures.

## 8. Intellectual property law

8.1 The website and the SaaS solution as a whole are copyright protected. Use in violation of copyright and other applicable laws and regulations is not permitted. The intellectual property rights concerning the information offered via the website and the SaaS solution rest with LetsGrow.com or with third parties. It is not permitted to reproduce, edit, make available to the public, or commercially exploit the information on the website and/or the SaaS solution, other than through a reference to LetsGrow.com and only to the extent that this is permitted by law.

8.2 The Customer obtains a non-exclusive, non-transferable and non-sublicensable license for the use of the SaaS solution. If the parties intend to transfer intellectual property, this must have been expressly agreed in writing. In that case, LetsGrow.com remains entitled at all times to further use, develop, etc. these transferred intellectual properties without any limitation.

8.3 LetsGrow.com reserves the right to use the knowledge gained through the execution of the work for other purposes, as long as no confidential information from the Customer is disclosed to third parties.

## 9. Backup

LetsGrow.com ensures regular backups of data files. The data is stored and maintained by LetsGrow.com on multiple physical database servers of a partner of LetsGrow.com, True B.V., an external party specialized in secure data storage. Unless otherwise agreed in an SLA, data files with a 5-minute interval are retained for a maximum of 5 years, and data files with a daily interval are retained for a maximum of 10 years for the purpose of review and recovery. Unless otherwise agreed in an SLA, LetsGrow.com assumes no responsibility for any loss of data by the Customer and the resulting damages.



## 10. Block access to account

LetsGrow.com reserves the right to access any account or data block without prior explanation if:

- fraudulent use has been detected;
- the customer's (trial) subscription has expired;
- the email address registered to the account does not exist or does not belong to the user of the account;
- the customer is declared bankrupt or is granted a suspension of payment;
- the payment for a subscription has not been made within the term stated on the invoice.

## 11. Prices and payment

11.1 LetsGrow.com reserves the right to adjust the corresponding rates for new or extended subscriptions as well as for other products and services.

11.2 The prices quoted for products and services are exclusive of VAT.

11.3 The offer has been made in good consultation. By concluding the agreement, parties consider all prices/amounts to be reasonable and fair.

11.4 A composite quote does not obligate LetsGrow.com to perform a portion of the assignment at a corresponding part of the quoted price.

11.5 Unless otherwise agreed, the Customer must have paid the entire sum in full immediately prior to implementation.

11.6 If payment is made on invoice, payment must be made within 30 days of receipt of the invoice by cashless transfer. LetsGrow.com is entitled to send invoices prior to the execution.

11.7 In the event of exceeding the agreed payment term, LetsGrow.com is immediately entitled to charge the Customer a delay interest of 1% of the principal amount per month as well as an amount for extrajudicial debt collection costs. The latter costs amount to 15% of the principal owed, with a minimum charge of €150,-.

11.8 Without the express and written permission of LetsGrow.com, the Customer is not permitted to set off and/or suspend and/or withhold his payment obligations. LetsGrow.com has the right to temporarily discontinue and/or limit the use of the SaaS solution, for as long as the Customer does not meet their obligations towards LetsGrow.com arising from the agreement or acts in violation of these general terms and conditions.

## 12. Connect

LetsGrow.com calculates costs for connecting a new device. In principle, a standard rate is used for this, but LetsGrow.com has the right to charge additional costs if connecting or connecting to the device in question does not work within the estimated time, for example due to the complexity of the connection in question.





## 13. Custom work and adjustments

In addition to standard subscriptions, custom solutions are also possible, such as creating a connection with another software system or modifications to the SaaS solution at the customer's request. LetsGrow.com will provide a quotation to the Customer prior to the customization or requested adjustment and will only start implementation after a written assignment (for example by email) from the Customer.

## 14. Duration and termination of subscription

14.1 If no other term has been agreed upon, the contract duration for a subscription to (or: the license to use) the SaaS solution is at least 1 year. After the expiry of the originally agreed contract duration, the subscription will then be automatically renewed under the same conditions, each time for a period of 1 year, unless cancellation has taken place in accordance with the stipulations defined hereafter. Article 7:408 of the Dutch Civil Code is excluded from the agreement.

14.2 The Customer is subject to a notice period of 1 month: cancellation of the subscription must take place at least one month before the end of the aforementioned contract period. Cancellation of the subscription must be in writing, via MyLetsGrow, or by email to the service desk.

14.3 If termination takes place before the expiry of the contract term, all costs for the remaining period of that contract term are fully payable by the Customer.

14.4 LetsGrow.com reserves the right, but is not obligated, to terminate the license prematurely by notice if the Customer, in the reasonable opinion of LetsGrow.com, does not deploy the SaaS solution with the appropriate level of expertise or improperly or irresponsibly in its business processes or blames LetsGrow.com for disappointing cultivation results. LetsGrow.com can use this authority at any time it wishes. LetsGrow.com's failure to exercise this authority never constitutes recognition that the Customer is at any time using the SaaS solution with the right degree of expertise or in a correct or responsible manner.

In addition, LetsGrow.com, without prejudice to its rights under the law, is entitled to terminate the agreement with immediate effect in the following cases:

- bankruptcy, moratorium of payment, liquidation of the Customer;
- Repeated late payment by the Customer of amounts owed to LetsGrow.com; including the annual subscription fees.
- a payment arrears by the Customer for 2 months;
- use of the SaaS solution in violation of these general terms and conditions.



## 15. Liability

15.1 The Customer is obliged to check each delivery and performance, in stages or otherwise, as soon as possible, but within 48 hours, for conformity in terms of quantity and quality. In case the performance does not comply with the conformity agreed on the basis of the agreement and there is therefore a defect, the Customer must report this to LetsGrow.com within 5 days after delivery.

15.2 After the provision of information as referred to in the previous cover or in the case of warranty, LetsGrow.com will repair it free of charge and replace it within reasonable limits. If neither of the two remedies described above offers a solution to effectively resolve the defect, the Customer has the right to terminate the agreement. The foregoing applies without the Customer having any right to any compensation.

15.3 When the Customer has informed LetsGrow.com about the defect too late, the Customer has confirmed the completion of a phase, the warranty period has expired, the Customer has given consent for the start of the next phase, the Customer has used the delivered product or at least 3 months have passed since delivery, his right to any remedy/warranty expires.

15.4 LetsGrow.com is entitled to postpone the commencement of services belonging to a phase until the Customer has given written approval of the results from the preceding phase.

15.5 The existence of a defect does not suspend the payment obligation of the Customer.

15.6 The Customer shall never have any right to any remedy if the defect has arisen due to a mistake attributable to the Customer, if the Customer can be blamed for incorrect or careless use, or in the event that the Customer, without prior written permission from LetsGrow.com, makes changes to what LetsGrow.com has provided, or has it changed by third parties. The burden of proof that a mistake is not attributable to the Customer lies with the Customer.

15.7 A circumstance that is at the expense of the Customer is the (conscious or unintentional) installation/granting of access to viruses or software on the network. Damage attributed to viruses is always excluded from the liability of LetsGrow.com. If LetsGrow.com suffers damage due to a virus that has entered via or under the responsibility of the Customer, then the Customer is obliged to compensate this damage.

15.8 The availability and quality of software or license partly depends on a number of external factors, including the Customer's internet connection or the execution of updates. LetsGrow.com is committed to keeping the SaaS solution active for the entire agreed period. However, LetsGrow.com does not guarantee the continuous quality and quantity of the software or license.

15.9 LetsGrow.com is in no way responsible for already installed programs and stored data on the connected devices.

15.10 If LetsGrow.com is liable to the Customer without delay, this liability will at all



times be limited to the amount covered by the professional or business liability insurance taken out by LetsGrow.com, or otherwise the amount of the fee that LetsGrow.com has received for the work from which the damage has arisen, increased by 15%. For long-term contracts, a maximum compensation applies, up to the amount of the fee for the last 6 months. The cumulative liability of LetsGrow.com towards the Customer, on whatever legal grounds, such as tort, attributable failure, obligation to undo or warranty, amounts to a maximum of 10% of the fees paid by the Customer to LetsGrow.com in one year, with an absolute maximum amount of EUR 25,000. Notwithstanding the provisions of the previous sentence, liability for damage resulting from death or physical injury is limited to the amount to be paid out by the insurer of LetsGrow.com or, if that is lower, an amount of EURO 1,000,000.

15.11 LetsGrow.com's liability does not include consequential damages or loss of data, and except in cases of intent, does not extend to property damage, immaterial damage, or lost profits.

15.12 The Customer indemnifies LetsGrow.com, in and out of court, against all claims by third parties for compensation for damage resulting from actions or omissions by LetsGrow.com, in connection with goods and services provided, regardless of the cause, such as, but not limited to, incorrect, incomplete or late information, data and documents provided by the Customer.

15.13 The Customer is not allowed to resell or make available to third parties the services provided by LetsGrow.com without written permission from LetsGrow.com. The Customer indemnifies LetsGrow.com against all claims from third parties due to liability as a result of a defect in the goods and services provided by LetsGrow.com to the Customer and which the Customer has supplied to a third party.

## 16. Content website LetsGrow.com

16.1 The information provided by LetsGrow.com on its website is of a general nature, purely indicative, and subject to changes. LetsGrow.com devotes the highest possible attention and care to the information that is posted on its website. Nevertheless, it is possible that the LetsGrow.com website may contain inaccuracies and/or imperfections.

16.2 The use of data and information on or from the website is entirely at the customer's own risk.

16.3 LetsGrow.com accepts no liability for damage resulting from inaccuracies or imperfections, or damage resulting from or in connection with the use, reliance on or distribution of the data and information.



## 17. Privacy Policy

LetsGrow.com processes user data in accordance with its privacy policy as most recently published on the website. The user can visit other websites through references or hyperlinks on the LetsGrow.com website to which the privacy policy of the organization in question applies. LetsGrow.com advises the Customer to first become familiar with the privacy policy of this organization(s) before providing personal and/or business information.

## 18. Changes to General Terms and Conditions

In the case of continuing performance contracts that end over time, LetsGrow.com reserves the right to change or supplement these general terms and conditions. Changes also apply to already concluded agreements, taking into account a notice period of 30 days after the announcement of the change. Minor changes can be implemented at any time. If the Customer does not wish to accept a change in these general terms and conditions, he must have made this known in writing before the date the new general terms and conditions come into effect.

## 19. Dutch law, Dutch judge, and transfer of rights

19.1 These general terms and conditions are governed by Dutch law.

19.2 Any dispute between LetsGrow.com and the Customer will, exclusively at the discretion of LetsGrow.com, be settled by the ordinary judge competent under the law.

19.3 LetsGrow.com is authorized to transfer its rights and obligations under this agreement to a third party. The Customer is only authorized to transfer its rights and obligations to a third party with written consent from LetsGrow.com.

