

Terms of Use Greenyard website

1. Accepting the Terms of Use

These terms of use (the “Terms”) set the legal framework that govern the access and use of the website greenyard.group (the “Website”), which is owned and used by the company Greenyard NV, registered under number 0402.777.157 (Belgium register of companies) with registered business address at Strijbroek 10, 2860 Sint-Katelijne-Waver, (“Greenyard” or “we”).

Accessing and using the Website is conditional upon your accepting the Terms that are applicable at the time when you access the Website and that may be modified by Greenyard at any time. In this regard, by accessing and using the Website, you accept that you are automatically bound by the Terms. If you do not accept and agree to be bound by these Terms, then please discontinue use of the Website.

2. Revision of Terms

Greenyard may revise these Terms at any time in Greenyard’s sole discretion. Such revisions will be effective immediately when posted and apply to all use of the Website thereafter. Your continued use of the Website following the posting of any revised Terms means that you accept and agree to be bound by such Terms. You are expected to review these Terms periodically and inform yourself of any revisions.

3. Using the Website

You must not access or use the Website in a manner that may damage, deactivate, overload or compromise the Greenyard accounts, IT systems or networks. You must not attempt to access Greenyard accounts, IT systems or networks in an unauthorized manner. You must not attempt to use web crawlers, scraping tools and other automated means to access the Website or Greenyard accounts, IT systems or networks in an unauthorized manner. You must not access, download, use or export the Website or the Content (which means all information, publications, texts, images, videos, features, functions, programs, services, and other materials available on or through the Website) in a manner that violates regulations or legislation regarding exportation or that violates other applicable regulations or legislation. Without limitation, you must not (i) modify, reproduce, represent, adapt and/or translate all or part of the Website and/or Content; (ii) extract all or part of the Website; or (iii) publish and/or use the Content on a website, media or network (nor can you authorize a third party to do so).

4. Intellectual property rights

The Website and its Content, as well as the copyright and rights pertaining to the trademark, commercial names, drawings, images, databases, information, data, texts, sounds, photos and graphics, and all the source codes, software and other content are the property of Greenyard or its licensors and are protected by intellectual property rights and other national and international property ownership rights, including but not limited to copyright and related rights, rights pertaining to databases, models, brands and commercial names, patents, etc. You commit to not displaying or using the Greenyard logo or brands in any manner without our prior written consent.

Accessing and using the Website and/or Content must not be interpreted as the granting of a license for any one of these intellectual property rights. We reserve all rights related to the Website and Content that have not expressly been granted to you. You may only use the Website or its Content in compliance with the Terms.

In the event that you use the Website Content or elements over which Greenyard has ownership or holds a license without Greenyard's authorization or in a manner that is not authorized by the Terms, you may breach our intellectual property rights or the intellectual property rights of third parties, including but not limited to copyright and related rights, rights pertaining to databases, designs and models, commercial brands and trademarks, patents and other rights. In such cases, we reserve the full right to automatically revoke your access to the Website and take any measures that we deem appropriate to prevent, suspend or obtain compensation for the breach of intellectual property rights. No other right of any other type is granted as a license, attributed or transmitted in another manner to persons who access the Website and/or use the Content.

5. Trademarks and Service Marks

The Greenyard name, the Greenyard logo, and all related names, logos, and designs on the Website are among the trademarks and service marks owned by Greenyard. You may not use such marks without the prior written consent of Greenyard. All other trademarks and service marks on the Website are the property of their respective owner and may not be used without the prior written consent of such owner.

6. Copyrights

All copyrighted and copyrightable materials on the Website, including, without limitation, the Contents, are copyrighted, ALL RIGHTS RESERVED, by Greenyard or its licensors. Except as set forth in these Terms, you may not copy, reproduce, distribute, modify, create derivative works of, display, perform, republish, download, store, or transmit such materials without the prior written consent of Greenyard or its licensors.

7. Linking and links to third party websites and services

You may link to the Website only if you do so in a way that:

- a. complies with these Terms;
- b. does not interfere with, damage, or disrupt the Website;
- c. does not portray Greenyard or any of its products or services in a false, misleading, derogatory, or otherwise defamatory manner; and
- d. does not suggest any association with, approval of, or endorsement by Greenyard without its prior written consent.

The Website may also contain links to third-party sites. These links are provided for your convenience only and their inclusion does not imply any association with, approval of, or endorsement by Greenyard, except as specifically stated. Greenyard has no control over such sites and makes no representations or warranties about the functionality or contents of such sites. You use any such sites at your own risk and Greenyard is not responsible for any loss or damage that may arise from your use of such sites. Please be aware that when you leave the Website, these Terms no longer apply and you should review the terms and conditions applicable to the linked third-party site.

8. Duration and termination

The Terms shall remain applicable between us and you for as long as you use the Website. In the event that we deem your use of the Website illegal and/or unauthorized, and/or in breach of the Terms, we reserve the full right to implement any procedure, namely entering into legal proceedings, as we deem necessary and to terminate your access to the Website.

9. Disclaimer of Warranties

Greenyard does not represent, warrant, or guarantee that any file available for download from the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures to satisfy your particular requirements for virus, data, and privacy protection. You are also responsible for maintaining a means, other than the Website, to reconstruct any lost data. You also acknowledge that, in general, the transmission of information over the internet is never completely secure, private, or confidential. Therefore, you agree that any information that is sent to or received by the Website may be intercepted, decrypted, consulted, and used by third parties, even if the exchange of such information is encrypted.

Greenyard shall not be liable for any loss or damage caused by a virus, DoS attack, or other technologically harmful material that may infect your computer, device, programs, software, or data due to your use of the Website or any website linked to the Website. Your use of the Website and the Contents is at your own risk. The Website and the Contents are provided "AS IS" and "AS AVAILABLE," without any representations or warranties. Greenyard hereby disclaims all representations and warranties of any kind, whether express or implied, related to the Website and the Contents, including, without limitation, the implied warranties of merchantability, non-infringement, and fitness for a particular purpose.

Neither Greenyard nor anyone associated with Greenyard represents or warrants that: (i) the Website or the Contents will be accurate, complete, useful, reliable, error-free, or uninterrupted; (ii) any defects on the Website will be corrected; or (iii) the server that hosts the Website will be available or free from viruses or other harmful components.

10. Limitation of Liability

Neither Greenyard nor any of its shareholders, directors, officers, employees, agents, successors, assigns, licensors, insurers, or service providers shall be liable for any damages of any kind, under any legal theory, arising out of or in connection with your use or inability to use the Website, the Contents, or any website linked to the Website. Greenyard hereby disclaims all direct, indirect, special, incidental, consequential, and punitive damages, including, without limitation, loss of use, loss of goodwill, loss of data, caused by your use or inability to use the Website, the Contents, or any website linked to the Website, even if such damages were foreseeable. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

11. Indemnification

You shall indemnify, defend, and hold Greenyard, including its shareholders, directors, officers, employees, agents, successors, assigns, licensors, insurers, and services providers, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to your violation of these Terms or use of the Website, including, without limitation, use of the Contents.

12 Applicable law

These Terms are governed by the laws of Belgium. Any conflict, controversy, or dispute regarding the Website, the Contents, or these Terms must be resolved in accordance with such laws and exclusively in a court of competent jurisdiction located in Mechelen, Belgium. You hereby consent, irrevocably and unconditionally, to the jurisdiction and venue of such courts.

