

## **PLANTEREST TERMS AND CONDITIONS**

### **1. Applicability**

- 1.1 These terms and conditions of Planterest, a registered brand of Ki Plant Concept B.V., hereinafter: "**Planterest**", are applicable to and explain the relationship between Planterest and the user and/or end-user (hereinafter: the "**User**"), each time the User registers to, accesses and/or uses the service Planterest and its related domains and browser extensions. These terms and conditions apply to all services provided by Planterest, unless otherwise stated, and shall form part of every agreement to be made by Planterest.
- 1.2 Stipulations varying from these terms and conditions must be agreed upon in writing.
- 1.3 Possible terms and conditions of User or other third parties are explicitly being excluded.
- 1.4 Planterest has a programme that offers online services for businesses engaged in the flowers and plants industry, by providing for possibilities to create inspirational boards, project boards and e-offerings. By registering for and using the service, including all associated functions and functionalities, websites and user interfaces, as well as all content and software applications that are linked to the service or by opening content or material made available through the service, the User enters into a binding contract with Planterest.
- 1.5 The User acknowledges that it has read and understood these terms and conditions, accepts them, and agrees to be bound by them. If the User does not agree with the general terms and conditions (or cannot comply with them), the User may not use the service or access its content.
- 1.6 The possibility that (a part of) a provision in these terms and conditions may not be applicable in certain situations, shall not exclude the application of the other provisions that form part of the terms and conditions.
- 1.7 Planterest may from time to time amend these terms and conditions. In such event, Planterest will inform the User thereof, either by sending an e-mail or by posting the amended terms and conditions on its website.

### **2. Payment, renewal**

- 2.1 A Planterest subscription is based on a subscription fee on a monthly basis or according to another periodically recurring interval that was announced to the User.
- 2.2 Planterest may change the price for the paid subscriptions, including recurring subscription fees from time to time, and will inform the User in advance of any price change and, if applicable, will let the User know how to accept those changes. Price changes will take effect at the start of the next subscription period after the date of the price change. The User accepts the price changes by continuing to use the service after the price change takes effect. If the User does not agree with the price change, it has the right to reject the change by deregistering before the price changes takes effect for the subscription.
- 2.3 The User gives Planterest the right to automatically charge the agreed price at the start of each subscription period until the subscription is cancelled.
- 2.4 The subscription will be automatically renewed at the end of the subscription period, unless the User cancels the subscription at least thirty (30) days before the end of the current subscription period. Planterest will not refund already paid subscription fees.

### **3. Performance**

- 3.1 The service provided by Planterest is the property of Planterest and/or its licensors. We grant you a limited, non-exclusive, revocable permission to use the service. This access will remain in effect until and unless it is terminated by the User or Planterest, and/or as long as User complies with its obligations towards Planterest. The User shall not distribute or sell the software and/or service and/or any access thereto to third parties. The software underlying the service is owned by Planterest.

- 3.2 All trademarks, services marks, trade names, logos and domain names of Planterest and all other functionalities of the Planterest brand are exclusively owned by Planterest and/or its licensors. The terms and conditions do not give you any rights to use the Planterest brand for commercial or non-commercial purposes.
- 3.3 The User agrees to not use the service and any part thereof in a manner that is not expressly permitted under these terms and conditions. Unless for the rights explicitly granted to the User in these terms and conditions, Planterest does not grant you any rights, property rights or interest in the service.
- 3.4 Third-party software (for example, open-source software) included in the service is made available to the User under the license terms of the relevant third-party software. The User understands and agrees that Planterest does not endorse, and is not responsible or liable for the behaviour, functions, up-time or content of third-party applications or devices, nor for transactions that the User may enter into with the provider of such application, content and/or devices from third parties.

#### **4. Guidelines for the User and the rights granted by the User**

- 4.1 The User allows Planterest to use the processor, bandwidth and storage hardware of its device to operate the service and to provide with advertising of Planterest. In any part of the service the content to which the User has access, including its selection and placement, may be influenced by commercial considerations.
- 4.2 The User must follow the following rules and encourage others to do the same. The following are not permitted for any reason:
  - a. copying, distributing, reproducing, 'ripping', recording, transferring, performing for or displaying to the public, broadcasting or making available to the public any part of the Planterest service, or any other use of the service that is not expressly permitted under these terms and conditions, or that otherwise infringes the intellectual property rights (such as copyright) in the service or the content or part thereof;
  - b. reverse engineering, decompiling, disassembling, modifying or creating derivative works based on the service, content or part thereof, unless permitted by applicable law;
  - c. circumventing any technology used by Planterest, its licensors or a third party to protect the content or service;
  - d. sell, rent, sublicense or lease any part of the service;
  - e. circumventing territorial restrictions imposed by Planterest or its licensors;
  - f. manipulating the service by using a bot, script or other automated process, by providing or accepting any form of compensation (financial or otherwise), or any other means;
  - g. removing or changing any copyright, trademark or other intellectual property notices contained in or provided through the service (including for the purpose of hiding or changing any indication of ownership or origin of another person);
  - h. providing your password to another person or using the username and password of another person;
  - i. 'crawl' the service or otherwise use automated means (including bots, scrapers and spiders) to view, access or collect information from Planterest;
  - j. selling a user account, or otherwise use accepting any compensation, financial or otherwise, to influence the name of an account;
- 4.3 A password protects the user account of the User, and the User is solely responsible for the confidentiality and security of its password. The User understands that it is responsible for all use (including unauthorized use) of its username and password on the service. If the username or password of the User is lost or stolen, or the User thinks that a third party has gained unauthorized access to its account, the User must notify Planterest immediately and change its password as soon as possible.
- 4.4 The User is aware of the fact that Planterest merely provides for a platform, and as such that Planterest is not responsible for the content created or posted on its platform (either by Planterest or third parties), or for the further use of the platform. The User accepts and

agrees that it shall act on its own account and responsibility, and shall not hold Planterest accountable and/or liable for any information posted on or derived from the platform, or any consequence of the use (or unavailability) of the Planterest platform and/or service.

- 4.5 If the User believes that any content infringes its (or a third party's) intellectual property rights or other rights, the User shall refer to Planterest. When Planterest is informed by a proprietor of an intellectual property right that any content infringes an intellectual property right, Planterest shall first check if it indeed considers to be an infringement, and Planterest may then at its sole discretion remove such content from the website, or take other steps that it deems appropriate, without prior notice.

## **5. Service**

- 5.1 Planterest will make reasonable efforts to keep the service operational and up to date. However, technical problems, maintenance work or tests, or updates, may result in temporary interruptions from time to time. Planterest guarantees no specific up-time or functionalities. Planterest reserves the right, periodically and at any time, to change or stop functions or functionalities of the service temporarily or permanently, without liability, except where this is prohibited by law, for valid reasons such as in case of actual interruption, modification or termination of the service or a function or functionality thereof, or the need to repair the existing functions or functionalities.
- 5.2 The User understands and agrees that Planterest will make reasonable efforts, although not required, to maintain, support, upgrade, or update the service, or to provide any or all specific content through the service. Planterest may remove or amend such content from time to time without notice.
- 5.3 Planterest may suspend access to the service at any time, including in the event of actual or suspected unauthorized use of the service and/or content, non-compliance with these general terms and conditions, or when Planterest provides services and/or withdraw or remove content. If the service is terminated, or if Planterest suspends the access to the service, the User agrees that Planterest will not be liable or responsible towards the User and that Planterest will not refund any amount to the User that has already been paid.
- 5.4 The User understands and agrees that the service is provided in the state in which it is available without any express or implied warranty or conditions as to its quality, content, functionality, et cetera. Planterest makes no representations or disclaims all warranties or conditions relating to satisfactory quality, merchantability, fitness for a particular purpose or non-infringement, neither does Planterest guarantee that the service is free of malware or other harmful components. Planterest makes no representations and/or warranties regarding or accept responsibility for third party applications (or their content), user content, devices or other products or services that are advertised, no advice or information, oral or written, which the User obtained from Planterest will create any warranty on behalf of Planterest. During the use of the service, the User may get access to functionality that filters explicitly content, but in spite of the use of the User of this function, the User may still be precluded by explicit content and you may not extend any extension of function.
- 5.5 Planterest does not guarantee, support or represent the completeness, reliability, truthfulness or accuracy of any content appearing on or deriving from the services. You understand that by using the services, you may be exposed to content you may find offensive, inaccurate or otherwise inappropriate, deceptive or in some cases, mislabeled. Planterest expressly disclaims any liability for any content, including, but not limited to, any errors or omissions within any content, or any loss or damage of any kind incurred as a result of the use of any content posted, emailed or otherwise made available via the services. By using the services, you expressly relieve Planterest of any and all liability arising from your use of any third-party website, service, feature or application.

## **6. Liability and limitation**

- 6.1 The User understands and agrees that the sole and exclusive remedy for any problem or dissatisfaction with the service is to unregister and to stop the use of the service. The User agrees that Planterest has no obligation or liability arising out of or in connection with third party applications or the content that is provided through or in connection with the service, and that the release of the User is related to its relationship which are managed by separate agreements with these third parties.
- 6.2 Planterest merely provides for an online platform. In no event shall Planterest be liable for direct or indirect damages of the User, including, but not limited to, loss of turnover, loss of profits, loss of goodwill, damages due to the negligence or non-compliance by a third party or User, damages due to the incorrect and/or incomplete information provided by User or any other user of the service or any other third party, the (non-)functionality of the service, its content, or any damages relating to the use of the service, except for those situations in which the damages turn out to be the direct consequence of Planterest's intent or gross negligence.
- 6.3 In no event shall Planterest be liable for direct and indirect damages arising from (or in connection with) the use, or the impossibility to use, of its service, software, platform, website and/or social media, including its content. Planterest shall furthermore in no event be liable for damages that may arise from the websites in any way, for example through the use of (hyper)(text)link(s) or metatags that are linked to the website.
- 6.4 In the event that Planterest will nonetheless be obliged to compensate the User for damages, the compensation will never be higher than, at Planterest's choice, the sum of the last three subscription fees paid by the User, at least the part of it relating to the damages, with a maximum of € 500,-, or if the damages are being covered by an insurance of Planterest, the amount that is actually being paid out by the insurer in that regard.
- 6.5 The User fully and unconditionally indemnifies Planterest against all claims of third parties relating to an alleged infringement of intellectual property rights, in the broadest sense of the word, or against any and all claims of third parties relating to and/or resulting from the use of the Planterest service by the User.

## **7. Force majeure**

- 7.1 In the event of a force majeure Planterest will not be held to comply with any agreed service or obligation towards the User. Planterest may as such suspend its service and/or obligations towards the User.
- 7.2 The User will not be entitled to terminate a subscription in the event of a force majeure situation on Planterest's side.
- 7.3 A force majeure is considered to be any circumstance that does not fall within the direct sphere of influence of Planterest, through which the providing of the service(s) cannot reasonably be expected, including, without limitation, any of the following: acts of God, governmental act, war, fire, flood, explosion, theft, strikes, civil commotion, pandemics, armed hostilities, act of terrorism, revolution, breakdowns or malfunctions at Planterest's premises, infrastructure, technology and/or sickness of Planterest's (hired) personnel.

## **8. Governing law and jurisdiction**

- 8.1 Dutch law is applicable to all services rendered by Planterest, to these general terms and to any dispute (either out of contract or tort) between Planterest and the User.
- 8.2 Planterest and the User submit to the exclusive jurisdiction of the court of Amsterdam, the Netherlands, for all purposes relating to these terms and conditions and the relationship between the parties.