

## 1. What is FoodBytes!Digital?

FoodBytes!Digital is an online platform that aims to connect corporate businesses (“**Corporates**”, “**you**” and “**your**”) with start-ups with innovative products or technology in the food and agricultural sector (“**Start-ups**”). FoodBytes!Digital is currently only available as a pilot to a limited amount of Corporates on an invite-only basis. Start-ups that have previously participated in the FoodBites Startup program are included on the platform. FoodBytes!Digital is developed by Coöperatieve Rabobank U.A, incorporated under the laws of the Netherlands and having its offices at Croeselaan 18 (3521 CB) Utrecht (“**Rabobank**”, “**we**” and “**our**”).

## 2. Acceptance of the Terms

These Terms of Use (the “**Terms**”) apply to any use of Foodbytes!Digital and represent a binding contract between you and Rabobank. Use of FoodBytes!Digital is subject to your acceptance of these Terms. By accepting you warrant that you are authorized to agree to these Terms on behalf of yourself and the legal entity you represent.

## 3. Pilot

As FoodBytes!Digital is currently in a pilot phase, we are constantly trying to improve the platform and add new functionalities. This means that the platform is offered as-is and can be taken offline at any time. We also reserve the right to change these Terms at any time, but if we do, we will bring it to your attention by placing a notice once you enter FoodBytes!Digital, by sending you an email or in any other way. You may reject the new Terms, but this does mean that you are no longer able to use FoodBytes!Digital.

## 4. Using FoodBytes!Digital and your account

In order to use FoodBytes!Digital, you must receive an invite from Rabobank to sign up for an account, enter an email address, choose a password and answer some questions about your organization. Your right to access FoodBytes!Digital is personal and may not be transferred to someone that is not part of your organization. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur in connection with your password or account. You agree to immediately notify us of any unauthorized use of either your password or account or any other breach of security. You grant Rabobank and all other persons or entities involved in the operation of FoodBytes!Digital the right to transmit, monitor, retrieve, store, and use your information in connection with the operation of the FoodBytes!Digital and in the provision of services to you. Rabobank cannot and does not assume any responsibility or liability for any information you

submit, or your or third parties' use or misuse of information transmitted or received using FoodBytes!Digital. Participating in the Foodbytes!Digital pilot is free of charge.

## **5. Permitted uses and prohibited uses**

FoodBytes!Digital may be used for the sole purpose of connecting with Start-ups. FoodBytes!Digital may not be used, i) to act in violation of the law, ii) to violate the rights of Rabobank and/or of third parties, iii) for activities that are unlawful for any other reason, iv) damage the relationship between any Corporate or Start-up and Rabobank; and, v) damage Rabobank's reputation.

You may not assign, delegate or transfer these Terms or your rights or obligations hereunder, or your FoodBytes!Digital account, in any way (by operation of law or otherwise) without our prior written consent. We may transfer, assign, or delegate these Terms and our rights and obligations without your consent.

## **6. Data**

The data that is provided by you is used to create personalized matches with the Start-ups. Furthermore, Rabobank collects the data that is generated by the use of FoodBytes!Digital for the purpose of analyzing, testing and/or improving FoodBytes!Digital. The [Privacy Policy of Rabobank \[link\]](#) is applicable regarding the personal data that is processed by Foodbytes!Digital. The Privacy Policy describes how Rabobank and its affiliated legal entities handle personal data. You shall ensure that you process the personal data received through FoodBytes!Digital fairly and lawfully in accordance with these Terms and applicable data protection legislation, and in a manner that is compatible with the purposes for which the personal data is published on FoodBytes!Digital. Rabobank does not intend to receive confidential or proprietary information from you through FoodBytes!Digital. Any material, information, or other communication you transmit or post to FoodBytes!Digital will be considered non-confidential.

## **7. Indemnification**

You agree to defend, indemnify and hold Rabobank and its directors, officers, agents, employees, partners and successors harmless from and against any and all claims, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to your use or misuse of FoodBytes!Digital, including, without limitation, the violation of these Terms or the infringement of any intellectual property right or other right of any person or entity by you, any person affiliated with your organization, or user of your account,.

## **8. Exclusion of liability**

To the extent permitted by law, taking into account that FoodBytes!Digital is provided to you free of charge, Rabobank and its directors, officers, agents, employees, partners and successors shall not be liable for any damage whatsoever. In any event, liability for the following is expressly excluded: (i) punitive, special, indirect or consequential loss or damages; (ii) loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, loss of data; (iii) any inaccuracy relating to the (descriptive) information on FoodBytes!Digital or (iv) any other damage suffered by you arising out of the use, inability to use or delay of FoodBytes!Digital.

Rabobank expressly disclaims all warranties, including implied warranties and fitness for a particular purpose, or non-infringement of intellectual property. Particularly, we make no warranty that FoodBytes!Digital will meet your requirements, or that your use of FoodBytes!Digital will be uninterrupted, timely, secure or free of errors; nor do we make any representation or warranty as to the results that may be obtained from the use of FoodBytes!Digital.

For the avoidance of doubt: Rabobank does not perform any due diligence, in any form on the Start-ups, nor is any information relating to the Start-ups that is included on FoodBytes!Digital verified by us.

## **9. Links to other materials**

FoodBytes!Digital may contain links to websites owned or operated by independent third parties. These links are provided for your convenience and reference only. We do not control such websites and, therefore, we are not responsible for any content posted on these websites. The fact that FoodBytes!Digital offers such links should not be construed in any way as an endorsement, authorization, or sponsorship of that website, its content or the companies or products referenced therein, and Rabobank reserves the right to note its lack of affiliation, sponsorship, or endorsement on FoodBytes!Digital. If you decide to access any of the third party websites linked to by FoodBytes!Digital, you do this entirely at your own risk. Because some websites employ automated search results or otherwise link you to websites containing information that may be deemed inappropriate or offensive, we cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in third party websites, and you hereby irrevocably waive any claim against us with respect to such websites.

## **10. Termination**

These Terms are effective until terminated by either party. If you no longer agree to be bound by these Terms you must cease use of FoodBytes!Digital. If you are dissatisfied with FoodBytes!Digital, its content, or any of these Terms, conditions, and policies, your sole legal remedy is to discontinue using FoodBytes!Digital. Rabobank reserves the right to terminate or suspend your access to and use of (parts of) FoodBytes!Digital for whatever reason without prior notice.

## **11. Publicity**

Parties will not make any public announcements regarding (the content of) FoodBytes!Digital without prior written consent of all parties involved. You are not allowed to use – without our prior written consent – the wordmark or figurative mark of Rabobank for promotional purposes and/or public communication, all in the broadest sense and irrespective of the used medium.

## **12. Third party trademarks**

All names, logos, product and service names, designs, and slogans of Corporates and/or Start-ups displayed on FoodBytes!Digital are the property of their respective owners.

## **13. IP rights**

The development and operation of FoodBytes!Digital may lead to intellectual property rights (such as, but not limited to copyrights, database rights, trademark rights and patents), know-how (such as information, data or knowledge) or materials (such as texts, drafts, illustrations, designs, software, including source code, plans and sketches) (“**Results**”). Rabobank exclusively retains ownership of all rights, title and interest in and to all Results and FoodBytes!Digital, you are not entitled to copy, scrape, (hyper-/deep)link to, publish, promote, market, integrate, utilize, combine or otherwise use the content (including any translations thereof) without our written permission. Any unlawful use or any of the aforementioned actions or behavior will constitute a material infringement of our intellectual property rights.

## **14. Complaints**

If you wish to make a complaint about FoodBytes!Digital, you can send an email to [info@foodbytesdigital.com](mailto:info@foodbytesdigital.com).

## **15. Applicable law**

These Terms are governed by and will be construed under the laws of the Netherlands. Any dispute arising out of these Terms shall exclusively be submitted to the competent court in Amsterdam, the Netherlands.