

## Terms of use for the BigFarmNet App

### 1. Introduction

The BigFarmNet App (in the following referred to as "**App**") is a mobile application which allows the user to use selected functions of the BigFarmNet Manager via their own end user device within the framework of these terms of use. The user shall remain responsible for the use of the BigFarmNet Manager and in particular for the care of their animals and the maintenance of their facilities which must take place completely on site. The App is operated by the Big Dutchman Pig Equipment GmbH, Auf der Lage 2, D-49377 Vechta-Calveslage (in the following referred to as "**Big Dutchman**"). Further information concerning Big Dutchman can be found in the imprint of the App.

### 2. Scope of application, target group

These terms of use are the legal basis for the user contract which will be stipulated between the user and Big Dutchman when the user accepts the application of these terms of use during the login process. The subject matter of this user contract shall be the use of the services and functionalities of the App described in more detail under number 6.

The App is exclusively directed to entrepreneurs, i.e. natural or legal persons or partnerships having legal capacity that are exercising their commercial or independent professional activity when this user contract is concluded. Any use by consumers is expressly prohibited.

### 3. Technical features, obligations of the user to cooperate

To use the App, it is necessary that the user has an end user device that complies with the technical minimum requirements for the App described in the App shop and on which to install the App. Additionally, the programme BigFarmNet Manager must be installed on a computer on the user's farm. Due to the fact that the App is constantly developed it is possible that future versions of the App will require higher technical minimum requirements concerning the used hardware (e.g. the end user device or the computer on which BigFarmNet Manager is installed) or the software running on it in order to guarantee the proper operation of the App.

Furthermore, a connection between the App and the programme BigFarmNet Manager is required which can be established either directly via a local network of the user on their farm or via an internet connection with sufficient data transmission rates to be provided by the user. Finally, the App can be operated off-line. In this case the data are temporarily stored in the available memory of the end user device and will only be transmitted time-delayed when the App is connected with the BigFarmNet Manager installed on the respective system the next time. The user has to ensure that there is sufficient local memory space available on the end user device used.

For the connection the user must acquire a license for a WebAccess Server from Big Dutchman in advance. Separate license terms shall apply for this. In the case of a connection via the internet Big Dutchman recommends that the user, in advance, installs and implements an additional software component (in the following referred to as "**Farm Gateway**") on the PC on which the BigFarmNet Manager is installed. This allows for the possibility to access the PC with the BigFarmNet Manager from the internet without the customer being required to open the local network to the outside.

The connection via the Farm Gateway is carried out by a Farm Link Server provided free of charge by Big Dutchman that connects with this Gateway on the user's farm. The transmission costs for the connection of the user's end device with the Farm Link Server shall be borne by the user. The transmission costs of the Farm Link Server with the Gateway on the user's farm

shall be borne by Big Dutchman. In the case of a connection via a local network of the user all transmission costs shall be borne by the user.

In order to have access to the BigFarmNet Manager installed on their farm in the ways described above, the user has to first set up users on site on their farm in the respective installed version of the BigFarmNet Manager (including user name, password, released end device and the type of access, i.e. read and/or write access) to whom they allow access to the version of the BigFarmNet Manager, which is installed there, via the App installed on the released end device. The user has to set up their farm as new system in the App, entering the data mentioned above. Additionally, the local IP address must be entered for the connection via the local network. For the connection via the internet the customer has to determine a public IP address or a public host name of the computer on the farm with the respective installed version of the BigFarmNet Manager. Alternatively – as recommended by Big Dutchman – they can simply deposit the farm name together with the address of the Farm Link Server of Big Dutchman.

#### **4. Protection of the system by the user**

Although Big Dutchman always seeks to keep the App free of viruses Big Dutchman does not guarantee freedom from viruses. Before the installation of the App and setting up a new user on the computer on their farm in which the BigFarmNet Manager is installed, the user shall therefore implement adequate safety measures for their own protection and for the prevention of viruses on this computer as well as on the applied end user device. Furthermore, the user shall be obliged to protect their network and the end devices of the users, for whom access to their system is possible, against unauthorized access (in particular by using the relevant latest version of the applied operating system, the application of up-to-date virus scanners and the creation and secrecy of passwords).

Additionally, the user shall be obliged to keep secret the access data required for access to their farm (in particular the address of the system and the password) even beyond the expiration of the contract. The user shall always be free to exclude individual users or whole systems, in the future, from access via the App by changes directly in the BigFarmNet Manager (e.g. if there is a suspicion that unauthorized third parties might have gained access to the system of the user).

#### **5. Compliance with the applicable laws, exemption**

The user shall be obliged to respect these terms of use as well as all applicable laws and other legal provisions of the Federal Republic of Germany when using the App.

In the case that the user infringes the principles mentioned in the preceding paragraph and if they are responsible for this (had acted either negligently or intentionally) the user shall be obliged to release Big Dutchman from any claims of a third party due to such an infringement. This shall not affect the assertion of claims for damages and other claims.

#### **6. Subject matter of the contract, services**

The App offers the logged in user the possibility, among others, to have reading and writing access to the system set up by them, within the framework of the technical availability, after entering the user name and the password. For this reason, Big Dutchman, within the framework of its own technical and operational capabilities, merely provides a technical infrastructure without intervening actively in the production processes or the system configuration.

The reading access particularly allows for the user to have different alarms of the BigFarmNet Manager displayed (e.g. 'unknown transponder', 'selection pen full' or 'modem error') as well

as important parameters (e.g. 'location', 'actual temperature' and 'target temperature', 'actual humidity' and 'target humidity' or 'ventilation') for different places (e.g. different 'houses' or 'sections') as well as other climate details (e.g. 'maximum air humidity' and 'minimum air humidity'). Furthermore, the user can have e.g. a list of all of their sows registered in BigFarmNet Manager displayed via the animal management applications within the App (including other details such as e.g. 'sow number', 'place', 'status', 'litter', 'days in the status' or 'transponder number' as well as 'feed curve', 'feeding day' or 'fed today'). A search mask allows a search for individual sows. The user may have an overview concerning the last activities of an individual sow displayed (e.g. 'moving in', 'insemination', 'pregnancy check', 'farrowing', 'weaning' or 'physical condition'), as well as an overview concerning the feeding quantity of the individual sows.

The writing access particularly includes that the user can administer various activities of the BigFarmNet Manager via the App (e.g. 'moving', 'moving out', 'medical treatment', 'vaccination', 'insemination', 'separation', 'death', 'physical condition' or 'nurse'). The user can also adjust the feeding details for individual animals (e.g. by changing the door opening times, the standard feed curve, the feeding limit, the rest times, the duration the water valve is opened or the contents and quantities of the individual dosing units).

Big Dutchman reserves the right to extend, restrict or discontinue completely or partly the services mentioned above.

## **7. Rights of use**

Big Dutchman shall grant the user a simple, non-transferable, non-sublicensable right to contents of Big Dutchman which are protected by copyright to use these contents within the framework of the contractual provisions.

For clarification purposes only, it is mentioned that it is not allowed to change, copy, reproduce, sell, let, use, complement or utilize in any other manner brand names and other contents of the App which are protected by copyright (e.g. symbols for various activities or user interfaces) without the prior written consent of Big Dutchman.

Beyond the rights of use which are expressly granted in these terms of use Big Dutchman does not grant the user any other rights of any nature (in particular rights to the company name of Big Dutchman or to industrial property rights such as patents, utility models or trademarks) and Big Dutchman is not obliged to grant such rights.

## **8. Availability**

Even though Big Dutchman will endeavour to maintain constant availability of the version of the BigFarmNet Manager installed at the user, e.g. via the Farm Link Server, Big Dutchman shall not be obliged to do so. In particular, maintenance, security or capacity issues as well as events which are beyond the control of Big Dutchman (e.g. power failures, force majeure, disruptions in public communication networks etc.) may result in short-term disturbances or in the temporary cessation of the services of the App (completely or partly).

## **9. Login, excluded persons**

The user has to login with the user name and the password assigned to themselves into the system previously set up and selected by them in order to be able to use the functionalities of the App. This login process is independent of the registration in the respective App store. Minors, persons whose legal capacity is restricted and persons who had a previous contractual relationship that was cancelled by Big Dutchman are not allowed to login.

## **10. Liability**

Big Dutchman shall assume unlimited liability towards the user only for damages caused by an intentional or grossly negligent infringement of contractual obligations by Big Dutchman as well as in the case of a violation of life, body and health. In the case of a slightly negligent infringement of obligations, the fulfilment of which only enables the proper fulfilment of the terms of use, and the compliance of which the user may regularly rely upon to a special degree (essential contractual obligations/cardinal obligations), the liability of Big Dutchman shall be limited to the foreseeable and typically occurring damage. Apart from this the liability for slight negligence shall be excluded. This shall not affect a possible liability of Big Dutchman according to the Product Liability Act or in the case of the assumption of guarantees.

The above limitations of liability shall also apply in the case of a violation of duties of the legal representatives or the vicarious agents of Big Dutchman. To the extent that a liability of Big Dutchman is excluded according to the above provisions, this shall also apply to the personal liability of the employees and vicarious agents of Big Dutchman.

## **11. Duration of the contract, cancellation, blocking**

This user contract shall apply for the duration for which the user is logged into the respective system. A new contract is stipulated for every new login process. Big Dutchman reserves the right to carry out an automatic logout for security reasons after an appropriate period of inactivity.

The user and Big Dutchman shall have the right to cancel the contractual relationship concerning the use of the App at any time without stating reasons. In order to give the user adequate opportunity to prepare for the consequences of such a cancellation, Big Dutchman shall only have the right to such a cancellation observing a cancellation period of four (4) weeks after sending the notice of cancellation.

Furthermore, Big Dutchman shall at any time be entitled to cancel the usage relationship, completely or in parts, without cancellation period or to block, temporarily or permanently, the access of a user to the App or to the Farm Link Server as well as the connection of one or more end devices or users to one or more systems, (i) if the user concerned violates or has violated these terms of use or applicable law within the framework of the use of the App or (ii) if Big Dutchman has another justified interest in the cancellation or the blocking of the access. In this connection Big Dutchman shall take into consideration the justified interests of the user. Another justified interest shall in particular exist if there is a suspicion that unauthorized access to the respective system is intended or took place. An e-mail is sufficient to comply with the written form requirement.

In the case that Big Dutchman decides to discontinue the operation of the App, the usage possibilities mentioned herein shall be cancelled.

## **12. Supplementary provisions, written form, applicable law, jurisdiction**

Supplementary provisions do not exist. Changes and supplementary provisions require the written form to be valid. This shall also apply for the revocation of this written form requirement.

The laws of the Federal Republic of Germany to the exclusion of the German international private law shall apply for these terms of use as well as for all legal relationships between the user and Big Dutchman concerning the use of the App.

If individual provisions of these terms of use should be or become invalid or unenforceable this shall not affect the validity of the remaining provisions. In the case of an

invalid/unenforceable provision the user and Big Dutchman shall be obliged to negotiate a valid/enforceable and reasonable replacement regulation that comes closest to the intended economic purpose of the invalid/unenforceable provision. This provision shall apply accordingly for closing contractual gaps.

Exclusive jurisdiction for all disputes arising from or in connection with these terms of use shall be Vechta. However, Big Dutchman shall be entitled to have recourse to the court at the domicile of the user.