

# **Brainfeed web site Terms and Conditions**

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## **Preamble**

PLEASE READ THESE TERMS AND CONDITIONS (“AGREEMENT” OR “TERMS OF USE”) CAREFULLY BEFORE USING THE SERVICES OFFERED BY THE “BRAINFEED” WEB SITE. THIS AGREEMENT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR USE OF THE BRAINFEED WEB SITE OWNED AND OPERATED BY FARVEST, BY USING THE SERVICE IN ANY MANNER, INCLUDING BUT NOT LIMITED TO VISITING OR BROWSING THE SITE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. THIS AGREEMENT APPLIES TO ALL USERS OF THE SITE, INCLUDING USERS WHO ARE ALSO CONTRIBUTORS OF CONTENT, INFORMATION, AND OTHER MATERIALS OR SERVICES ON THE SITES.

FARVEST reserves the right, at its sole discretion, to modify or replace this Terms and Conditions at any time by posting a notice on the Platform or by sending Client an email. It is users responsibility to check this Agreement periodically for changes. Continued use of the Platform or Services following the posting of any changes to this Terms and Conditions constitutes acceptance of those changes.

## **1. Access to the services**

FARVEST reserves the right to modify, suspend, or discontinue the Services (in whole or in part) at any time, with or without notice to you, or change, suspend, or discontinue the Platform and Services (including without limitation, the availability of any feature, database, or content). You agree that FARVEST will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part of it.

By asking for Brainfeed Services, you represent and warrant that the information you include as part of the ordering process is complete and accurate and, if you are ordering Services on behalf of an entity including a business or a government, that you are authorized to bind that entity to these Terms and Conditions. Brainfeed team and FARVEST may accept or reject your order in their sole discretion.

You may access and use the Services solely in accordance with the Terms and Conditions and any posted policies and procedures that appear on the web site. Any use of the Brainfeed website is at your sole risk and responsibility.

Brainfeed web site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, links, graphics, photos, video, graphics, music and sound, or other materials. This material may not be published, broadcasted, rewritten or redistributed in whole or part without the express written permission of Brainfeed team and FARVEST or Content owner.

## **2. Content submitted to Brainfeed web site**

Brainfeed website contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, links, graphics, photos, video, graphics, music and sound, or other materials, including Content created with or submitted by you. Brainfeed and FARVEST team take no responsibility for and do not expressly or implicitly endorse any of your Content.

By posting, uploading, inputting, providing or submitting your Content, you warrant and represent that you own Content without limitation, all the rights necessary for you to provide, post, upload, input or submit the Content and remove any Content at any time at Brainfeed team or FARVEST team sole discretion.

You retain any ownership rights you have in our Content, but you grant Brainfeed and FARVEST the right to publish that Content. No compensation will be paid with respect to the use of your Content. FARVEST is under no obligation to post or use any Content you may provide and may remove any Content at any time at FARVEST sole discretion. You also agree that FARVEST and Brainfeed team may remove metadata associated with your Content, and you irrevocably waive any claims and assertions of moral rights or attribution with respect to your Content.

### **3. Rules and Conducts**

As a condition of use, you will not use the Services for any purpose that prohibited by this Terms and Conditions. The Services (including, without limitation, any Content, or submissions) is provided only for your own personal, non-commercial use. You are responsible for all of your activity in connection with the Services. For purposes of the Terms of Use, the term "Content" includes, without limitation, text, links, graphics, photos, video, graphics, music and sound, or other materials made accessible by Brainfeed team and FARVEST or its clients through the Service.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a) take any action or (b) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Brainfeed web site, that: infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity.

Brainfeed team and FARVEST reserves the right to remove any Content from the websites or Service at any time, for any reason including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if FARVEST is concerned that you may have violated the Terms of Use, or for no reason at all.

### **4. Brainfeed access and Content submission fees**

There are no fees for accessing Brainfeed web site Content in accordance with the Terms and Conditions and any posted policies and procedures that appear on the Brainfeed web Site.

FARVEST charges fees associated with the Content submission and publishing Services. For payment of Services, Content provider may submit its debit card, credit card, or other payment information via the website or trough FARVEST ordering services to purchase Services features or other paid products or services. Brainfeed and FARVEST use third-party service providers to process online payments. If you submit your payment, you agree to pay all costs that you incur, and you give FARVEST permission to charge you when payment is due for an amount that includes these costs and any applicable taxes and fees.

### **5. Indemnification**

You agree to indemnify, defend and hold harmless FARVEST, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the web site or Services, any user Content posted by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations.

## **6. Limitation of Liability**

In no event and under no theory of liability, including contract, tort, negligence, strict liability, warranty, or otherwise, will FARVEST be liable to you for indirect, consequential, exemplary, incidental, special, or punitive damages, or lost profits arising from or relating to these Terms and Conditions or Services, including those arising from or relating to Content made available on the website that is alleged to be defamatory, offensive, or illegal.

## **7. Processing of personal data**

Please refer to FARVEST 'Facsheet on personal data treatment" document.

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

FARVEST relationship with clients, services provided to clients and these terms are governed by Luxembourg law and any dispute with clients in relation to these terms and generally arising in the context of our engagement shall be subject to the exclusive jurisdiction of the courts of the judicial district of Luxembourg City.

## **Contact Information**

FARVEST S.A.R.L.  
3, Rue Marcel FISCHBACH  
L-1547  
LUXEMBOURG KIRSCHBERG