

Terms of Use GMP+ Platform

Version Engels: February 2025

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These Terms of Use apply to the use of the GMP+ Platform by you as a User. Please read these Terms of Use carefully so that you (the "User") know what your rights and obligations are when using the Platform.

These Terms of Use constitute a valid and binding agreement between GMP+ International and the User for the use of the Platform. By checking the box "Yes, I hereby agree to the Terms of Use" or by using the Platform in any way, you agree to be bound by these Terms of Use.

1. Definitions and applicability

- 1.1. In these Terms of Use, the following terms, which are always capitalised and can be used in both the singular and plural form, have the following meaning:
- 1.1.1. Account means the profile registered or to be registered by the User, so that he can access and use the Platform.
 - 1.1.2. Agreement means the entirety of agreements concluded between GMP+ and a Certification Body, GMP+ certified company, Registered Consultant, GMP+ Expert Committees, Partner or laboratory on the basis of which the Certification Body, GMP+ certified company, Registered Consultant, GMP+ Expert Committees, Partner or laboratory is allowed in the network of GMP+ and by means of which that party is granted the right to make a User use the Platform, subject to the provisions of the Agreement and the Terms of Use.
 - 1.1.3. Certification Body means a certified body who can audit companies to obtain a GMP+ certificate.
 - 1.1.4. GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ EC ("General Data Protection Regulation").
 - 1.1.5. GMP+ means the private company with limited liability under the laws of the Netherlands GMP+ International B.V., established in Rotterdam and located in Rijswijk at Braillelaan 9 (2289CL), registered in the trade register of the (Dutch) Chamber of Commerce under number 27364542.
 - 1.1.6. GMP+ certified company means an organisation, certified by GMP+ International, who produces safe feed according to GMP+'s internationally recognised standards, and a growing set of international standards for sustainable feed.
 - 1.1.7. GMP+ Expert Committee means a (sub)committee of representatives from the feed chain that provides input to ensure that the feed certification scheme and other services of GMP+ remain practical and fit for purpose.
 - 1.1.8. Intellectual Property Rights means any and all intellectual property rights and all related rights, including but not limited to copyrights, database rights, trade name rights, trademark rights, design rights, patent rights, rights to know-how, rights to confidential information, rights to trade secrets and rights to domain names.
 - 1.1.9. Party means GMP+ or the User.
 - 1.1.10. Parties means GMP+ and the User.

- 1.1.11. Partner means an organisation which works together with GMP+ International across the feed chain to keep the GMP+ FC scheme up to date and fit for purpose.
- 1.1.12. Personal Data means personal data within the meaning of article 4.1 of the GDPR.
- 1.1.13. Platform means the GMP+ Platform, and any other or future components, which is provided as Software-as-a-Service ("SaaS") via the internet by GMP+ to the User. The Platform is available at <https://portal.gmpplus.org>, including all underlying pages and related apps like Resco.
- 1.1.14. Privacy Policy means the privacy policy of GMP+, available at <https://www.gmpplus.org/privacy>.
- 1.1.15. Registered Consultant means a person providing consultancy services to GMP+ certified companies.
- 1.1.16. Service means the provision by GMP+ to the User of the Platform as Software-as-a-Service ("SaaS") and/or the possible performance by GMP+ of other or additional activities for the User.
- 1.1.17. Service Partner means any third party engaged by GMP+ to provide services in relation to the Platform.
- 1.1.18. Terms of Use means this set of terms of use of GMP+.
- 1.1.19. User means the natural or legal person who creates or has created an Account to access and use the Platform and/or who uses the Platform in any way, regardless of whether it is or acts on behalf of a GMP+ certified company, Certification Body, Partner, Registered Consultant, laboratory or GMP+ Expert Committee.
- 1.1.20. User Data means any and all data imported or entered into the Platform by the User, including but not limited to personal information, documents and/or messages.
- 1.1.21. Website means the website of GMP+, available at <https://www.gmpplus.org/>, including all underlying pages.
- 1.2. These Terms of Use apply to the Website and to the Service such as the Platform, including any use thereof.
- 1.3. Any general terms and conditions of the User do not apply and are expressly rejected.

2. GMP+

- 2.1. For questions, complaints or other matters, the User can contact the helpdesk of GMP+. GMP+ can be reached in the ways mentioned on the Website and/or in the Platform, or via the following contact details:

GMP+ International B.V.
Braillelaan 9
2289 CL Rijswijk ZH
the Netherlands
Helpdesk: +31 (0)70 307 41 44
info@gmpplus.org

3. Conclusion of the Agreement

- 3.1. The Agreement is concluded by creating an Account, by using the Service in any way and/or by agreeing to these Terms of Use.
- 3.2. The User declares and guarantees that the actions as referred to in the previous paragraph are or have taken place by an authorised person.

4. Responsibilities of the User

- 4.1. The User represents and warrants that he is authorised to use the Service.
- 4.2. The User is responsible for compliance with the Terms of Use.
- 4.3. The User is responsible for meeting the technical and functional requirements and for using the electronic means of communication necessary to access and use (parts of) the Service. The risk of loss, theft or damage to any information, including User Data, before successfully uploaded, and confirmed, in the Platform, rests at all times with the User.
- 4.4. The User is responsible for the correct functioning of any products and/or services of third parties and links between these products and/or services of third parties and the Platform.
- 4.5. The Agreement concluded with the User does not include the making of backups of User Data and/or any other data by GMP+ or the provision of fall-back and/or recovery services in any other way for the benefit of the User. Making such backups of the User Data is the responsibility of the User.

5. Account

- 5.1. In order to use the Platform, the User must be provided with an Account. To register an Account, the User must use a valid contact email address as registered in the contact details in the CRM system of GMP+, where all other details like business information and other company information also is stored. The User declares and guarantees that the information provided are correct and complete and that it is kept current, correct and complete during the use of the Service. After this registration process, GMP+ may, at its sole discretion, make available an Account to the User.
- 5.2. The User's Account is strictly personal. The User may not forward (the access keys of) the Account or have it used by someone else, unless GMP+ has given explicit permission to do so.
- 5.3. The User is responsible for the security of the Account, including but not limited to keeping (the combination of) access keys secret.
- 5.4. The User is fully responsible and liable for all actions performed through his Account.
- 5.5. The User must immediately contact GMP+ if he suspects and/or detects unauthorised use of his Account. In such a case, GMP+ may close the Account (temporarily or permanently) or take other measures.
- 5.6. GMP+ reserves the right to close or suspend access to the User's Account at any time if the User fails to comply with the Agreement or these Terms of Use.

6. The Platform and the Service

- 6.1. The User acknowledges and accepts that GMP+, by means of the Service, merely endeavours to make available the Platform, which Platform the User and other users can use, subject to the provisions of the Agreement and the Terms of Use.
- 6.2. The User acknowledges and accepts that the Service is provided on an "as is" basis. GMP+ does not represent or warrant that the Service will be error free, available, complete and/or up to date at all times.
- 6.3. GMP+ has no knowledge of and/or involvement in the actions performed by the User and/or of any information which is imported and/or entered by the User on the Platform, including the User Data.
- 6.4. The Service is exclusively intended for the use as described in the Agreement, the Terms of Use, on the Website and in the Platform. It is expressly prohibited to use the Service for any other purpose.
- 6.5. The User is expressly not permitted to use the Service for unlawful acts and/or for acts that are otherwise prohibited under applicable laws and regulations and/or to otherwise misuse the Service. In that context, the User guarantees, among other things, that he shall not:

- 6.5.1. distribute the Platform in any way and/or make the Platform available to a third party;
 - 6.5.2. connect to a network that would allow other devices to use the Platform;
 - 6.5.3. disassemble, decompile and/or reverse engineer the Platform;
 - 6.5.4. distribute or cause to be distributed through the Service any virus, trojan, worm, logic bomb or other material that is malicious, technologically harmful, in violation of trust, or in any way offensive or obscene;
 - 6.5.5. hack any aspect of the Website or Platform, Service, Accounts or other users;
 - 6.5.6. infringe any Intellectual Property Right;
 - 6.5.7. send or distribute any unsolicited advertising or promotional materials;
 - 6.5.8. infringe privacy rights and/or other rights of third parties;
 - 6.5.9. violate any applicable state, federal or international law or regulation;
 - 6.5.10. transmit or distribute any obscene material through the Platform.
- 6.6. The User is responsible for the careful use of the Platform. The User shall refrain from unauthorised or careless use of the Platform. In particular, the User must:
- 6.6.1. ensure that the (internet and/or telecommunication) services, devices and software used are suitable and safe for the use of the Platform;
 - 6.6.2. only use official software on their devices and keep the software up-to-date;
 - 6.6.3. not use the Platform in such a way that its (correct) working is prevented, the security is breached, or damage is caused to GMP+, the Platform or third parties;
 - 6.6.4. follow any and all instructions from GMP+ for the use of the Services or the Platform.
- 6.7. In the event of a violation of the aforementioned provisions 6.5 and/or 6.6 by the User, GMP+ is entitled to take all measures that it deems appropriate, including but not limited to limiting, suspending or terminating access to, and/or the use of (parts of) the Service. GMP+ is not liable for any loss of information, including User Data, suffered as a result of measures taken for violation of the aforementioned provisions, such as the limitation, suspension or termination of access to, and/or the use of (parts of) the Service, without prejudice to all (other) statutory and/or contractual rights of GMP+, such as, but not limited to, the right to recover damages.
- 6.8. GMP+ is entitled to take all reasonable measures to prevent or avert dangers or damage insofar as it deems necessary, including but not limited to limiting, suspending or terminating access to, and/or the use of (parts of), the Service, such at the sole discretion of GMP+ and without being obliged to pay any compensation.

- 6.9. GMP+ always has the right to make changes to and/or upgrades to the Platform, including extending, changing or removing certain functionalities, regardless of whether the Platform is subsequently no longer available via certain operating systems and/or hardware.
- 6.10. GMP+ is not responsible for any decision made by the User through the Service.
- 6.11. GMP+ is emphatically not involved in the contact that is made between User and another user as a result of the Service, nor in any arrangements and/or agreements resulting from such contact.
- 6.12. GMP+ is not a party to any agreement between User and another user and/or between the User and a third party.
- 6.13. The User is fully responsible and liable for all actions he performs using the Service. The User indemnifies GMP+ against any claim arising from his actions using the Service.
- 6.14. The Platform may contain links to other software, platforms, services and/or websites that are not operated by GMP+ and exchanges and/or integrations with other software, platforms, services and/or websites may take place on the Platform. GMP+ has no control or say over them, makes no warranties or representations with regard thereto, and assumes no responsibility for them or for any loss or damage that may arise from the use thereof. The User acknowledges and accepts this. The use of this software, platforms, services and/or websites of third parties, such as Service Partners, may be subject to terms of use or service terms of that third party. GMP+ is not a party to any agreement between the User and such third parties.

7. Availability and maintenance

- 7.1. GMP+ does not warrant that the Service or any part thereof, including the Platform, will be accessible at all times and without interruptions or disruptions. Interruptions and/or disruptions in the Service can occur, among other things, as a result of malfunctions in the internet connection, malfunctions in software (of third parties) and as a result of viruses and/or defects. In the case of interruption or disruption in the Service, the only option of the User is to report this to the helpdesk of GMP+. GMP+ will inform the User about the incident resolution and timing thereof. GMP+ cannot make any representations and/or guarantees regarding response and/or resolution times.
- 7.2. GMP+ has the right to temporarily shut down the Platform for the purpose of performing maintenance, making changes and/or upgrades, without the User being able to claim any compensation. GMP+ strives to always announce maintenance in advance, if possible, and to ensure that the shutdown of the Platform is as short as possible.

8. Activities other than making available the Platform

- 8.1. GMP+ can, at the request or with the prior consent of the User, perform activities other than making available the Platform, including but not limited to performing activities in the field of consultancy, support and/or setting up the User's environment on the Platform.
- 8.2. If the User requests GMP+ to perform work that falls outside the content and/or scope of the Agreement and/or concerns changes thereto ("additional work"), GMP+ is not obliged to comply with that request.
- 8.3. The User acknowledges and accepts that additional work may affect the performance of the Platform and the responsibilities of the Parties and any rates.
- 8.4. The fact that (the demand for) additional work occurs during the performance of the Agreement is not a basis for cancellation, rescission or annulment of the Agreement by the User.

9. Intellectual Property Rights

- 9.1. All Intellectual Property Rights to all works developed or made available in the context of the Service, expressly including the Service, the Platform, the Website, and all related materials, computer software, graphic user interfaces, (source and object) codes, designs, documentation, analyses, protocols, advice, reports, quotations, and configuration files on which Intellectual Property Rights may rest, and the preparatory material thereof, rest with GMP+ and/or its licensor(s).
- 9.2. The User will only be given the rights of use and powers that are granted to him by virtue of the Agreement or applicable (mandatory) law. The right of use granted to the User hereby is non-exclusive, non-sublicensable, non-transferable, limited for the term of the Agreement and limited to use in connection with the (intended purpose of the) Platform. Unless otherwise agreed in writing, this right of use does not also include a right of use to products and/or services of third parties and/or to integrations of third parties. The terms and conditions of those third parties apply to this.
- 9.3. GMP+ and/or its licensor(s) reserve all rights, title and interest not granted to the User in the Agreement or by applicable (mandatory) law.
- 9.4. The User is expressly not permitted to download, copy, modify, reverse engineer, disclose, use for direct or indirect commercial purposes any information that is made accessible in the context of providing the Service or to use it for a purpose other than the purposes stated in the Agreement, unless mandatory applicable law permits this use.
- 9.5. The User shall not remove or (have) change(d) any indication(s) regarding the confidential nature, or of any Intellectual Property Right, on any work.

- 9.6. GMP+ is entitled to take (visible or invisible) technical measures to protect materials or other works. The User is not allowed to circumvent or remove such technical measures.
- 9.7. The User shall not perform any acts that may infringe any Intellectual Property Right of GMP+ and/or its licensors, including but not limited to unauthorised disclosure and/or duplication of (any part of) the Platform and the registration of domain names, trade names, trademarks and/or Google AdWords or Bing Ads search terms or keywords that are similar or identical to any sign to which GMP+ and/or its licensors may assert Intellectual Property Rights.
- 9.8. The User grants GMP+ a royalty-free, worldwide, transferable, sublicensable, irrevocable and perpetual licence to all User Data to the extent that it contains Intellectual Property Rights.
- 9.9. GMP+ shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual right to use and incorporate into the Platform any suggestions, improvement requests, recommendations or other feedback provided by the User regarding (the operation of) the Platform.

10. Privacy

- 10.1. The User is responsible for his User Data, Personal Data and other data and for the protection of the data that is imported or entered on the Platform.
- 10.2. GMP+ will process all Personal Data of the User in accordance with the Privacy Policy.

The remainder of this article applies if and to the extent that GMP+ processes Personal Data on behalf of the User in the performance of the Agreement. In that case, the User is deemed to be the data controller and GMP+ is deemed to be a processor. This Personal Data will be processed in accordance with this article and the applicable laws and regulations. The remainder of this article qualifies as a data processing agreement, as referred to in article 28 of the AVG. If a separate data processing agreement forms part of the Agreement and deviates from the remainder of this article, the provisions of that separate data processing agreement shall prevail over the provisions of the remainder of this article.
- 10.3. The User represents and warrants that the provision of Personal Data to GMP+ and the processing by GMP+ is lawful and does not infringe any right of a third party. In particular, the User represents and warrants that the provision of Personal Data to GMP+ is in accordance with Articles 5 to 11 of the GDPR.
- 10.4. All obligations of GMP+ arising from this article also apply to those processing Personal Data under the authority or employment of GMP+.
- 10.5. The User hereby gives general written consent to GMP+ to engage sub-processors to process Personal Data. GMP+ warrants that such sub-processors will comply with the provisions of this article based on an agreement entered into with such sub-processors. GMP+ has, at least, engaged the Service Partners as sub-processors.

- GMP+ will immediately inform the User about (intended) changes regarding an addition or replacement of sub-processors, giving the User the opportunity to object to the (intended) changes.
- 10.6. GMP+ will process the Personal Data solely for the benefit of and on behalf of the User, solely in accordance with the User's specific instructions for processing the Personal Data and for the purposes determined by the User. GMP+ shall not process the Personal Data for its own purposes or process it in a manner incompatible with the purposes.
 - 10.7. GMP+ will immediately inform the User if, in its opinion, instructions from the User violate applicable laws and regulations, including the GDPR and binding codes of conduct containing rules relating to the protection of Personal Data.
 - 10.8. GMP+ processes data for the purpose of being able to manage and automate the processes of the User and to create and make available to User relevant data views and reports and to automatically synchronise data with other applications.
 - 10.9. The Users represents and warrants that the Personal Data and categories of data subjects described in the preceding paragraph are complete and accurate, and indemnifies GMP+ against any defects and claims resulting from an incorrect representation by the User.
 - 10.10. GMP+ takes the following technical and organisational measures to adequately secure Personal Data within the Platform:
 - 10.10.1. external connections from GMP+ are secured via Secure Socket Layer ("SSL") technology;
 - 10.10.2. an internal policy document is used by GMP+ that sets out the measures it takes to secure data processing and ensure privacy;
 - 10.10.3. the responsibilities of GMP+, at both steering and executive levels, are clearly defined and invested;
 - 10.10.4. employees of GMP+ involved in the processing of Personal Data are obliged to maintain confidentiality;
 - 10.10.5. the IT facilities and equipment of GMP+ are physically protected against unauthorised access, damage and failure;
 - 10.10.6. strong, unique passwords and password vaults are used within GMP+;
 - 10.10.7. security measures including adequate access management are built into all application systems of GMP+;
 - 10.10.8. a procedure is available within GMP+ describing how any Personal Data breach is handled;
 - 10.10.9. GMP+ ensures that its ICT infrastructure is provided with security updates in a timely manner;
 - 10.10.10. GMP+ randomly checks compliance with its policies regarding Personal Data;

- 10.10.11. Multi Factor Authentication is mandatory in case of processing, providing, transferring and/or storing personal data by GMP+.
- 10.11. Without the User's prior written consent or instruction, GMP+ will not process, provide, access or transfer Personal Data to a country outside the European Economic Area ("EEA") if that country does not provide an adequate level of protection in respect of Personal Data or an EU model contract has been concluded with the relevant sub-processor in that country.
- 10.12. GMP+ will not retain Personal Data for longer than necessary for the performance of its obligations. After deactivation and a retention period of max. 1 year, GMP+ will anonymise or delete the Personal Data, unless a longer retention period is required by law and there is a basis for the processing.
- 10.13. The User shall at all times be responsible for reporting a Personal Data breach as defined in article 4.12 of the GDPR to the supervisory authority and/or the data subject(s). To enable the User to comply with this legal duty in respect of Personal Data processed by GMP+ under the Agreement, GMP+ shall notify the User within 48 (forty-eight) hours after the Personal Data breach becomes known to it. The User shall determine and shall at all times be responsible for choosing whether to report a Personal Data Breach identified at GMP+ to the supervisory authority and/or to relevant data subject(s).
- 10.14. If a Personal Data breach has occurred, GMP+ will promptly take appropriate corrective action at the User's expense. Furthermore, GMP+ will promptly provide the User with all relevant information as requested by the User in connection with the Personal Data breach in accordance with articles 33 and 34 of the GDPR. GMP+ shall cooperate with the User in connection with carrying out a recovery plan in the context of the Personal Data breach. If and to the extent necessary, GMP+ shall, upon request of the User, cooperate without delay in adequately informing competent public authorities and/or data subjects.
- 10.15. GMP+ will implement adequate procedures in its operations aimed at detecting, responding to and recovering from a Personal Data breach. This includes, in any case, the establishment and maintenance of an incident register. GMP+ will also maintain a register of all processing activities it carries out on behalf of the User in accordance with article 30 of the GDPR.
- 10.16. GMP+ will cooperate with the User if this is necessary in connection with the User's performance of data protection impact assessments or in the context of compliance with obligations to consult competent (government) authorities prior to processing. GMP+ is entitled to charge its usual rates to the User for this work.
- 10.17. GMP+ will promptly forward all requests received from data subjects based on their rights under articles 12 to 23 of the GDPR to the User.
- 10.18. GMP+ shall at the User's request provide reasonable cooperation and assistance to

enable data subjects to exercise their rights in relation to the processing of Personal Data in accordance with the articles 12 to 23 of the GDPR, including the right to information, inspection, deletion including the right to oblivion, rectification, portability, objection and rights in relation to automated individual decision-making, including profiling. GMP+ also allows the User to verify whether third parties engaged by GMP+ in the performance of the Agreement comply with their obligations in this regard.

- 10.19. GMP+ will make available at the request of the User the information necessary to demonstrate compliance with the obligations under this article and article 28 of the GDPR.
- 10.20. If the User has a data protection officer, it shall communicate the name and contact details of such data protection officer to GMP+ prior to the processing of the Personal Data, and in any event promptly upon the first request of GMP+.
- 10.21. GMP+ shall enable the User to audit the compliance of GMP+ with respect to the processing of Personal Data under this article up to 1 (one) time per year. Upon the User's request, GMP+ shall, in the event of an audit, make its Personal Data processing facilities available so that an independent auditor – who is bound by confidentiality – can conduct an audit and provide a report containing all information necessary to demonstrate compliance with this article and/or applicable laws and regulations, including the GDPR and binding codes of conduct, which contain rules relating to the protection of Personal Data. The costs incurred by GMP+, the User, the supervisory authority and/or the auditor in connection with such audit shall be borne by the User.

11. Fees

- 11.1. The right to use the Platform by the User, subject to the provisions of the Agreement and the Terms of Use, is included in the fees due by means of the Agreement.
- 11.2. Without prejudice to all other statutory and/or contractual rights, GMP+ may suspend or terminate the Account and/or the right to use the Service and/or the Platform if an amount owed according to the Agreement is not paid in time.

12. Indemnification

- 12.1. To the maximum extent permitted by applicable law, and unless mandatory applicable law provides otherwise, the User shall be liable for and indemnify GMP+ from all liability, loss, damage, fines, costs or claims from third parties (including, but not limited to, legal costs on an indemnity basis), regardless of cause, in connection with or arising out of the User's use of the Service, a violation by the User of the Agreement, and/or any unlawful activity of the User, including but not limited to a violation of Intellectual Property Rights.

- 12.2. The Certification Body, GMP+ Certified Company, Registered Consultant, GMP+ Expert Committee, Partner or laboratory who authorised the User to make use of the Platform shall be liable for and indemnify GMP+ from any and all liability, loss, damage, penalties, costs or claims of third parties (including, but not limited to, legal fees on an indemnity basis), regardless of cause, in connection with or arising out of the use referred to in the preceding section, if and to the extent that any action against such User is or becomes void or unenforceable, for any reason whatsoever, and/or if such User fails to provide redress.

13. Liability

- 13.1. The User is fully responsible and liable for all actions he performs using the Service.
- 13.2. The liability of GMP+ for damage resulting from an attributable failure in the performance of the Agreement, tort or otherwise, is excluded, to the extent permitted by mandatory law.
- 13.3. In the event that GMP+ is liable for damages under a mandatory rule of law, the liability of GMP+ is, per event (a series of successive events is seen as one event) limited to the amount that in the relevant case is paid out under the professional liability insurance of GMP+.
- 13.4. If, for whatever reason, no payment is made under the insurance referred to in the preceding paragraph or if no insurance has been carried out by GMP+, the liability of GMP+ is per event (a series of successive events is regarded as one event) limited to compensation for direct damage up to an amount of € 10,000. Direct damage is exclusively understood to mean:
- 13.4.1. material damage to goods;
 - 13.4.2. reasonable costs incurred to prevent or limit direct damage that could be expected as a result of the event on which the liability is based; and
 - 13.4.3. reasonable costs incurred to determine the cause of the damage.
- 13.5. In deviance from the foregoing, the liability of GMP+ for damage due to death, physical injury or due to material damage to goods is limited to € 1,250,000.
- 13.6. The liability of GMP+ for indirect damage is excluded in all cases. Indirect damages are any damages not defined as direct damages in these Terms of Use, and include but are not limited to consequential damages, loss of profits, loss of business, loss of anticipated savings, loss of information (including User Data), or any other financial loss or loss of goodwill or reputation.
- 13.7. Without prejudice to the above, GMP+ excludes any liability for acts of third parties engaged by it, such as Service Partners, and for malfunctions in products and/or services of such third parties. If the User becomes aware of such an act and/or malfunction, the User's sole and exclusive remedy is to report this to GMP+. GMP+ may, in its sole discretion, replace the third party and/or product or service or create a

workaround.

- 13.8. The exclusions and limitations of this article shall not apply if and to the extent that the damage is caused by intent or wilful recklessness on the part of GMP+ and/or its management.
- 13.9. Unless performance of the agreement by GMP+ is permanently impossible, the liability of GMP+ due to an attributable failure in the performance of the agreement only arises if the User sends GMP+, immediately, a notice of default in writing, thereby setting a reasonable term for remedying the failure, and GMP+ continues to fail attributable in the performance of its obligations even after that term.
- 13.10. Any claim for damages from the User that is not specified and explicitly reported by the User expires by the mere lapse of a period of 12 (twelve) months after the claim arose. This is without prejudice to the User's obligation to complain.

14. Force majeure

- 14.1. A Party cannot be held to fulfil any contractual and/or legal obligation if it is prevented from doing so as a result of force majeure. Force majeure exists if a Party is hindered in the performance of its obligation(s) as a result of a circumstance that is not due to its fault, nor is it for its account by virtue of the law, a legal act or generally accepted practice.
- 14.2. Force majeure on the part of GMP+, in addition to what is understood under the law and in case law, also includes illness of employees and/or absence of employees that are crucial for the provision of the Service, interruptions in the supply of electricity, strikes, riot, fire, natural disasters, floods, failures of third parties or suppliers (including Service Partners) engaged by GMP+, internet failures, hardware failures, failures in (telecommunications) networks, epidemics, pandemics, government measures and all other external causes which GMP+ cannot influence.
- 14.3. The Party invoking the force majeure is obliged to make commercially reasonable efforts to ensure that the force majeure situation is as short as possible.
- 14.4. In the event of force majeure, GMP+ is entitled to suspend its obligations under the Agreement, or to cancel the Agreement in its entirety and with immediate effect, without any obligation, such as the obligation to pay compensation, being imposed on it.

15. Term and termination

- 15.1. The Agreement is entered into for the term as stated in the relevant Agreement concluded between the Parties. The User can therefore use the Platform as long as he is authorised as a user by GMP+, Certification Body, GMP+ Certified Company, Registered consultant, GMP+ Expert Committee, Partner or laboratory.

- 15.2. GMP+ is entitled to discontinue the Service or the Platform at any time and for whatever reason.
- 15.3. The User can cancel the Agreement by requesting GMP+ to disable the Account.
- 15.4. In addition to the other remedies available to GMP+, GMP+ shall, at any time and at its sole discretion, without prior written notice or declaration and without becoming liable to the User, be entitled to:
 - 15.4.1. temporarily or permanently suspend the User's Account and its use of the Service in the event GMP+ deems such suspension necessary;
 - 15.4.2. temporarily or permanently restrict or suspend the User's activities in connection with the Platform;
 - 15.4.3. change or remove information within, or parts of, the Service in whole or in part; and/or
 - 15.4.4. cancel the Agreement.
- 15.5. Each Party is authorised to rescind the Agreement as a result of a failure in the performance of the Agreement by the other Party, if the other Party continues to fail in the performance of the Agreement even after proper notice of default is given and the reasonable periods given therein are expired. The notice of default must contain a description of the failure as complete and detailed as possible, so that the other Party is given the opportunity to respond adequately.
- 15.6. If, at the time of rescission, GMP+ has already delivered (part(s) of) the Service to the User, this (part(s) of) Service and the associated obligation(s) are not subject to the undoing obligations as a result of the rescission.
- 15.7. GMP+ shall never be liable for damages or any refund of fees already received due to termination of the Agreement, in whatever manner and for whatever reason.
- 15.8. Upon termination of the Agreement in any manner and for any reason:
 - 15.8.1. all rights of the User under this Agreement shall immediately terminate;
 - 15.8.2. all User's data, including User Data, except anonymous monitoring data which will be stored for max. 10 years , in the Service will be deleted.
- 15.9. All provisions intended to survive the termination of the Agreement, in whatever manner, survive the termination of the Agreement. Such provisions include (but are not limited to) those relating to the warranties of the User, the exclusions and limitations of the liability of GMP+, Intellectual Property Rights, applicable law, dispute resolution and this clause.

16. Applicable law

- 16.1. The Agreement, the Platform, the provision of the Service and all legal acts and disputes arising therefrom shall be governed exclusively by the laws of the Netherlands, unless mandatory law provides otherwise.
- 16.2. The United Nations Convention on Contracts for the International Sale of Goods ("1980 Vienna Sales Convention") is not applicable.

17. Disputes

- 17.1. To the extent permitted by mandatory law, all disputes between the Parties shall in the first instance be resolved by mutual agreement between the Parties.
- 17.2. If after 30 (thirty) days Parties do not succeed in resolving the dispute in mutual consultation, each of the Parties is entitled to start a mediation procedure. The other Party is obliged to actively and constructively participate in a started mediation procedure.
- 17.3. If, within 60 (sixty) days from the commencement of mediation, the Parties fail to resolve the disputes through mediation, the following shall apply with regard to dispute resolution.
- 17.4. If the User is domiciled or established in an EU country, Denmark, Iceland, Norway or Switzerland, disputes shall be exclusively settled by the competent court of the District Court of The Hague, unless mandatory law provides otherwise.
- 17.5. If the User is not domiciled or established in an EU country, Denmark, Iceland, Norway or Switzerland, then disputes shall be settled exclusively arbitration in accordance with the then current applicable Arbitration Rules of the Netherlands Arbitration Institute (NAI) (<https://www.nai-nl.org>). The arbitration proceedings shall be conducted in the English language. The place of arbitrage shall be Rotterdam. The arbitral tribunal shall be composed of 1 (one) arbitrator.
- 17.6. The preceding paragraphs shall not affect the possibility of the Parties to take precautionary measures and/or interim relief before the competent court of the District Court of Amsterdam, unless another court is competent on the basis of mandatory law.

18. Other provisions

- 18.1. In these Terms of Use, "in writing" also means communication by email, if and to the extent that the identity of the sender and the integrity of the content of the communication are sufficiently established.
- 18.2. If the Agreement is or becomes partially invalid or proves to be partially void, the Parties shall remain bound to the remaining part of the Agreement. GMP+ will replace the invalid or void part by clauses that are valid and not void and whose legal

consequences, given the content and scope of the Agreement, correspond as much as possible to those of the invalid and/or void part.

- 18.3. All notices or communications, permitted or required under the Agreement, shall be in writing.
- 18.4. GMP+ may amend or supplement the Terms of Use at any time. The User will be informed of any changes or additions by email and/or by updates on the Platform and/or when logging in to the Platform. The new version of the Terms of Use will be available to view and download on the Website and via the Platform. If the User does not agree with the amended or supplemented Terms of Use, his only option is to stop using the Platform and to terminate the Agreement, subject to the provisions of the Agreement.
- 18.5. The version of any communication and/or documents received or stored by GMP+ shall constitute authentic and binding proof, subject to proof to the contrary provided by the User.
- 18.6. GMP+ has the right to engage third parties for the full or partial performance of its rights and/or obligations under the Agreement.
- 18.7. The User may transfer its rights and/or obligations under the Agreement to a third party only with the prior written consent of GMP+.

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Disclaimer:

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