

TERMS OF USE

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The website is accessible at the following URL www.feedaccess.com (hereunder named « the Website »), offers, free of charges, a tool to formulate animal feed.

The Website is operated by sole proprietorship Edouard BAULT under FeedAccess trademark, SIREN n° 799 338 199, located 45, Quai du Président Carnot – 92210 Saint-Cloud, France (hereunder named « FeedAccess »).

These terms of use describe the Website utilisation by any user of the Website. A user of the Website is defined as any person accessing the Website by any way and for any reason, and/or any person using the tool to formulate animal feed (hereunder named “the user”).

The access to the Website imply the irrevocable acceptance of these terms of use. By accessing to the Website the user commits to respect these terms of use.

FeedAccess provides a copy of the present terms that can be downloaded on the Website.

1. Object

The objective of this document is to define the terms of use of the website and its services by the user.

2. Definitions

In this contract, we understand by :

« Tool »: the computer tool and its database, property of FeedAccess, allowing the user to formulate animal feed on the website. The Tool can contain data from a third parties, partners of FeedAccess.

"User data": data that will be entered in the Tool by Users, for example raw materials.

3. Description of the service

FeedAccess offers on its website a tool to help the user to formulate animal feed that can be used for free.

FeedAccess catches the user’s attention on the fact that:

- **The Tool is a tool to help to formulate animal feed and is not committing FeedAccess in any way;**
- **The user is advised to contact a technician locally who will validate the formula and adapt it if necessary;**
- **The User is strongly invited to check the regulations applied to his activity and his country and area of practice and comply with it.**

FeedAccess does not grant any guarantee to users, whatever the guarantee is, concerning the Tool and the animal feed formula(s) obtained with the tool. The Tool, and more generally all documents and information available on the Website or contained in the tool, are given as is without any explicit or implicit guarantee, including its accuracy, completeness, capacity to answer a specific need or meet an objective whatever it is. The user uses the tool and its formula(s) provided by the Tool at his own risks.

The formula(s) provided by the Tool must absolutely be validated by a local technician before to be used to produce animal feed and recipes and/or to feed animal in real conditions.

4. Steps to access the service and service operating

In order to use the Tool, the user will have to proceed the following steps:

- Click on the link to subscribe;
- Fill the form (some data are compulsory and identified as such) and choose a login;
- **Accept the terms of use of the Website in order to validate the subscription and use the Tool;**
- Validate the subscription;
- The user will then be able to connect to the service and use the Tool after entering his login and password in any page of the website.

FeedAccess will send a temporary password to the user as soon as the user will validate his subscription. The user will be invited to modify this password.

FeedAccess keeps the right to close temporary or definitively the User account in case the User use it in an incorrect manner.

5. Access to the website and the tool

FeedAccess makes an effort to allow a 24 hours, 7 days a week access to the Website, apart from any unexpected event out of control from FeedAccess, and subject to possible breakdown and necessary maintenance intervention for the proper functioning of the Website and the Tool.

As a consequence, FeedAccess cannot guarantee the availability of the Website or the Tool, nor a reliability of the transmissions and performances in terms of time response and quality. No technical assistance is available, whether it be by phone or by the Internet, in case of dysfunction of the website, which the User recognizes and accepts.

The responsibility of FeedAccess could not be engaged in case of any impossibility to access the Website and/or to use the Tool.

Besides, FeedAccess can temporary or definitively close the Website or temporary or definitively suppress the access to the Tool, anytime without any prior notice, and at its own discretion, all without any compensation for the User. FeedAccess would not be in any case responsible for the temporary or definitively closure of the Website or of the Tool, and of the consequences that could occur on the User or any third party.

6. User's data

Users can enter data in the Tool, including raw materials. The User commits to input correct, up to date, complete data in the Tool, that complies with national or place of exercise regulations.

User is strictly forbidden to use FeedAccess or Feedipedia mention to name the data entered in the Tool.

The user recognizes and accepts that FeedAccess keep the right to use and commercialize the tool with the data the user may have input in the tool.

7. Intellectual property

The general structure of the Website, as well as all elements that are on the Website such as the database, softwares, the Tool and data featured

in it, texts, graphs, diagram, images, sounds and videos that are composing it are the property of FeedAccess or third party partner. FeedAccess database is protected by copyrights, as well as sui generis right of the producer of the database. Any representation and/or reproduction and/or exploitation, partially or entirely of the tool, the database, its contents and all other element of the Website, by any way, without the prior and written authorization from FeedAccess and/or its partners, is strictly forbidden, and would be consisting of a counterfeiting. The Tool and the data that are contained in it can absolutely not be used for commercial purposes.

« FeedAccess » is a registered trademark done by Mr. Edouard Bault. Any representation and/or reproduction and/or exploitation, partially or entirely of that trademark and/or its logo, of any way, is fully prohibited.

Parties agree that no part of the present terms can be interpreted as giving expressly or implicitly, directly or indirectly, a right of intellectual property, whatever it is, on the tool or the database on the website, except a limited right to use, as defined in the present terms.

The User commits to not remove any copyright label that would be present in the Tool, on data present in the tool or on documents made available for Users.

Data Feedipedia :

The Tool contains data from Feedipedia database. Feedipedia is a system of information on animal feed resources and provides information on nature, occurrence, chemical composition, nutritive value and safety use of feeds for livestock worldwide. Feedipedia is a common project with **INRA** (Institut National de la Recherche Agronomique), **Cirad** (Centre de coopération internationale en recherche agronomique pour le développement), **AFZ** (Association Française de Zootechnie) and **FAO** (Food and Agriculture Organisation)

Feedipedia database is the property of its authors. It is protected by copyrights as well as sui generis right of the producer of the database.

By using the Tool, the User commits agree with Feedipedia's data terms of use.

Feedipedia is a work in progress. It is subject to frequent corrections, updates and improvements. Many datasheets have still to be written and reviewed.

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8. Hypertext links

The Website proposes hypertext links to websites edited by third parties. The User recognizes that FeedAccess endorses no responsibility regarding the content of these

websites. The introduction of hypertext link to the Site requires a prior written authorization from FeedAccess. The User has to send his demand to FeedAccess [communication services](#).

9. Limitation of responsibility

FeedAccess does not guarantee the exactness and completeness of the information or documents published on the Website or in the Tool. The User has to check the relevance of the information and/or the documents available on the Website and in the Tool. If the User notices that some information on the Website or in the Tool are incorrect or incomplete, he commits to inform immediately FeedAccess. The use of information and/or documents available on the Website or in the Tool is done under the entire responsibility of the User, who assumes the possible consequences that from result from it, without the responsibility of FeedAccess being involved.

The use of the Tool and the formulas resulted from it is done under the entire responsibility of the User who is aware of the variability of situations as well as the variability of composition and quality of raw materials that cannot be controlled by FeedAccess, of the obligation to respect the regulation in force in the country of the User or in the country the User plan to produce the animal feed formulated with the Tool. He assumes all consequences that result from the use of formulas gotten from the Tool.

FeedAccess could not be responsible for any damage, of any possible nature that would result from the interpretation or the use of the information and/or documents available on the Website or in the Tool, and of the formula gotten from the Tool, and of the damage that would result from it, including material and corporeal damage, loss of data or program, financial consequences. FeedAccess could not be, in any case, responsible for indirect damage such as shortfall, loss of income, loss of earnings, loss of activity or customer base, loss or degradation of data, loss of chance, as well as those recognized by French jurisprudence.

As the User has the obligation to have the formula obtained from the Tool approved by a local technician, before the production of the feed and its use in real conditions on animals, FeedAccess decline its responsibility in case of a problem that would occur in a farm as a consequence of the use of the feed, such as mortalities, diseases, decreases of performances, quality defaults, growth delays of the animals.

FeedAccess could not be responsible for any accident resulting from the use of raw materials and machines or equipment during the process of feed production such as fire, explosions, contaminations by insects present in raw materials or feed, presence and development of pests, risks of zoonosis propagation, etc.

The access to the services presented on the website can be limited. The User is invited to check that the regulations in force in the country where he gets connected to the service allow him to access to the Website.

10. Personal data

The User is informed of the treatment applied to the data he has passed on the Website by FeedAccess, for administrative management purposes, commercial purposes and for statistical analysis purposes. In accordance with the French data protection act, we inform you that a statement to the CNIL has been made for the Website (receipt n°1817194). Besides, a statement to the CNIL has been made for the processing of data collected from our customers and prospects ("déclaration de norme simplifiée n°48", receipt n°1817194). The recipients of these data are FeedAccess and its partners.

During his account setting, the User will have to enter his phone number. The User is informed he can subscribe for free to a list so his number won't be used for cold calling, to an organism in charge of the management of the list for people who don't want their phone number to be used for cold calling.

In accordance to the Law « Informatique et Libertés », edited on 6th January 1978, and to the General Data Protection Regulation (GDPR), the user has a right to access, to correct, and to delete the data regarding himself, by sending a corresponding written demand to our [customer service](#).

The User is aware that:

- His data used for administrative and commercial purposes are kept without limit of time until the User notifies to FeedAccess his desire to delete his data from FeedAccess database and its subcontractors;
- His data used for statistical purposes are kept during 36 months;
- His data used for training course purposes are kept without limit of time until the User notifies to FeedAccess his desire to delete his data from FeedAccess database and its subcontractors.

FeedAccess reserves the right to send the User a newsletter by email to the address given by

the User during his subscription on the Website. If the User doesn't want to receive the newsletter anymore, he will be able to process so by clicking on the appropriate link in the email of the newsletter.

The User is invited to correct or update his data that are incorrect, incomplete or out of date.

The User is aware of the using of cookies. The User can refuse the presence of cookies by clicking on the banner that will pop up when he opens a page of the website that allows the installation of cookies. The continuation of his browsing on the website is tantamount to the agreement of installation of cookies on his terminal. If the user refuses the installation of cookies, the functionalities of the Website could be affected but its use will still be possible.

11. Login and password

In order to have access to the service and to use the tool, the User will be given a login and password he commits to protect and to keep secret. The User commits not to communicate his login nor password to anyone. The User will immediately inform FeedAccess in case of loss of theft of his password. The User informed that all operation done using his login and password is considered to having been done under his own and entire responsibility.

12. Modification of the terms of use

FeedAccess reserves the possibility to modify, anytime and without prior notice, the present terms of use. The terms of use in effect are those edited on the Website at the time the User enters the Website or accepts the terms of use.

13. Limits of the Internet

The User confirms the characteristics and limits of the Internet have been brought to his attention, including the presence of viruses, and of the possible misappropriation of the User's data, due to acts of hacking for which FeedAccess could not be responsible. That statement is also true in case of difficulties to access the Website or in case of dysfunction of the Website, in particular due to hacking. The User recognises that data on the Internet may not be copyright free and can be protected by a copyright. The User is responsible for the use of data he consults and transfers on the Internet.

14. Legal and administrative authorizations

The User confirms he possesses all legal and administrative authorizations needed to practice his activity. The User commits to respect the laws in force in his country.

15. Agreement on proof

The User recognizes and accepts that information in the computer systems of FeedAccess have the same convincing strength than hard copies, as it refers to the acceptance of the present terms of use. The archiving of the terms of use and of the exchanges that could take place between the User and FeedAccess is made on a reliable and lasting support that can be used as a piece of evidence.

16. Independence of provisions of terms

If any of the provisions in the present terms would be declared as null or inapplicable because of a court ruling or because of the enforcement of a law or a regulation, the rest of the provisions of the present terms would remain active.

17. Independence of Parties

The Parties are independent one from the other, and no Party could act nor present itself as an agent, associate, partner or representative of the other.

18. Absence of renunciation

The non-application or the delay in the application of any of the provisions of the present terms by FeedAccess could not be interpreted or understood as a renunciation from FeedAccess to apply the provision concerned.

19. Translation of the terms

In case of any inconsistency or contradiction between the French version of the present terms and its translation, the French version will prevail over all its provisions.

20. Applicable law

The present terms are subject to the French law.

21. Competent court

FOR PROFESSIONAL USERS, ALL DISPUTE OR CONTENTION RELATED TO THE PRESENT TERMS WILL BE SUBMITTED TO THE EXCLUSIVE COMPETENCE OF THE COMPETENT COURT IN FRANCE, REGARDLESS OF THE MULTIPLICITY OF DEFENDANTS AND APPEAL INCLUDING FOR EMERGENCY PROCEEDINGS AND CONSERVATIVE PROCEEDINGS, BY REFERRAL OR ON REQUEST.