



TERMS OF USE OPTIFLUX APPLICATIONS

Version: 22/08/2023

Article 1 : Scope

These terms of use (the "Terms of Use") govern the rights and obligations of the users (including the Customer) in connection with the Applications and their use. The term "Applications" includes all applications of Optiflux NV (see contact details below), in particular "WatchDog", "Storage Insights" and "OptiControl" as further explained under Article 2.

Optiflux is only willing to grant access to the Applications to users who unconditionally accept these Terms of Use and optiflux's Privacy Policy (and any changes thereto). If a user does not agree, he must immediately cease using the Applications. In no event shall this justify a refund or termination of the Terms. The Customer is responsible for its users and for their compliance with the Terms of Use.

Article 2 : Applications

The Applications include the following:

- i) **WatchDog:** Web application for collecting and user-friendly display of the measurement data and machine times in a clear dashboard based on lists and graphs. Possibility to set alarm thresholds and notifications in case of deviation via email & SMS. Possibility to efficiently enter manual control measurements on gas composition and temperature. Possibility of flexible export of data in the form of tables and graphs for reporting and reports.
- ii) **Storage insights:** This module uses mathematical models that can describe the change in the quality of fruit and vegetables based on the initial quality of the batch at deployment and the measured gas composition and temperature. On the basis of this module, it can be determined which batches are suitable for short, medium and long storage and allows you to make informed decisions about when to open which cold store. Measurements and graphs related to the quality prediction of fruit and vegetables are also displayed in the dashboard of the web application and it is possible to set alarms and be informed when a batch reaches the set quality limit.
- iii) **OptiControl:** In order to offer an alternative to organic growers and conventionally grown fruits and vegetables if SmartFresh (1-MCP) should become undesirable/prohibited in the future, Optiflux offers a patented DCA technology. With DCA, the O₂ level in the cold store is gradually lowered, until it is detected on the basis of the fruit breathing that the fruit or vegetables experience low oxygen stress. Then the O₂ level is slightly increased until this low O₂ stress disappears. In this way, fruits and vegetables are stored at the lowest possible O₂ level, which leads to maximum preservation of quality, without inducing taste or storage deviations. This technology is very durable, as it limits post-harvest losses and saves up to 20% on cooling energy by reducing the respiration of the fruit and vegetables in storage.
- iv) **Intake:** Mobile and webb application to assess intake quality.

The Applications may not be available in case of updates, malfunctions, maintenance, etc. This is limited as much as possible, without the right to compensation. Maintenance is possible at any time and without prior notice. Optiflux can always make changes to the Applications and correct errors.



Optiflux reserves the right to refuse access to and/or use of the Applications, temporarily or permanently.

Article 3: Access - Accounts

In order to access the Applications, users must create an account by means of an online registration via the Optiflux web application. In doing so, they must provide (at least) the following information: organization, name, e-mail address and mobile phone number. All other information is not mandatory, although Optiflux may recommend or require this in function of specific functionalities. The user provides complete, up-to-date and correct information and will always update it.

If the user has an account, he/she can log in with his/her login name and password. Each account is unique and each user may only have 1 (one) account. The Customer shall ensure that:

- i) Each user chooses a password that is sufficiently complex and long;
- ii) The login details and passwords of the users remain secure and confidential; and
- iii) The passwords of the users are changed if there is a suspicion that someone else has taken note of them.

The Customer is responsible for all activity via the users' accounts and will inform Optiflux as soon as possible in the event of (suspected) infringements. The Customer shall indemnify Optiflux against any damage resulting from the use and misuse of the Applications, and breaches of these Terms of Use.

Article 4: Use of the Applications

The Applications may only be used for legitimate purposes and for the functionalities provided. The Customer and its users are prohibited from (attempting to) violate the security and operation of the Applications.

In particular (without limitation), neither the Customer nor the users may use the Applications:

- i) to violate the rights of third parties, such as intellectual property rights and privacy;
- ii) for the benefit of third parties, as the use of the Applications is personal;
- iii) by selling, sublicensing or otherwise distributing the Applications or any content thereof to third parties;
- iv) by means of external applications that automatically download information from the Applications (e.g. scraping);
- v) to attempt to gain or disrupt unauthorized access to any information, service, device, data, account or network;
- vi) in a way that may damage the Applications, cause technical malfunctions or hinder their use by others (e.g. viruses, flooding)
- vii) in a way that Optiflux finds objectively unacceptable.

If the Customer or a user becomes aware of such activities, he/she shall immediately inform Optiflux thereof and shall take all other appropriate measures to cease these activities and limit the damage.

Article 5 : Liability and force majeure



Unless expressly agreed otherwise, Optiflux's obligations constitute obligations of means. Optiflux does not guarantee that the use of the Applications will be uninterrupted and error-free, nor that the content of the Applications or the results will be accurate and reliable.

Optiflux is only liable for intentional and serious errors. Optiflux is never liable for consequential damage, for claims of third parties, nor in the event of force majeure (being external circumstances that occur independently of its will and that make the performance of its obligations impossible or unreasonably onerous). Under no circumstances will Optiflux's liability exceed the amount of the contract value per year, regardless of whether the claim is brought on a contractual or non-contractual basis. The Customer and the users must take all reasonable measures to limit any damage.

Article 6: Diverse provisions

Changes to or deviations from the Terms of Use are only possible with the written approval of Optiflux. If any provision of the Terms is found to be invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions.

The Terms of Use and, in general, any (contractual) relationship and/or claim relating to the Applications is subject to Belgian law. Any dispute with Optiflux is subject to the exclusive jurisdiction of the courts of the jurisdiction of Optiflux registered office.

Optiflux - Contact details

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