



## LICENSE AGREEMENT

Last updated August 13, 2024

We are Treehatch bv, doing business as Plantsoon® ("**Company**," "**we**," "**us**," "**our**"), a company registered in Belgium at Vossenbergh 72, 2431 Laakdal, with VAT number BE0788.609.406, RPR Antwerpen Dept. Turnhout.

We operate the website <https://www.plantsoon.com> and its subdomains (e.g., <https://experience.plantsoon.com>, <https://portal.plantsoon.com>), as well as any other related products and services (collectively, the "**Services**") that refer or link to the License Agreement (the "**License Agreement**").

This License Agreement applies to account holders (the "**Account Holders**") who have a Plantsoon® account (the "**Account**") and manage it through the Portal (the "**Portal**") accessible via <https://portal.plantsoon.com>. The portal allows an Account Holder to add and manage Flora entities (i.e., a digital record for a plant) and group them into Zones or Collections (Flora, Zones, and Collections are henceforth collectively referred to as the "**Entities**"). Account Holders can make Contributions to Entities in their Account via the Portal, which can include content and materials which you may create, submit, post, display, transmit, publish, distribute, or broadcast to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ("**Contributions**"). Examples of Contributions include, but are not limited to, a description of the Entity, external links to third-party websites, photos, location information, features, inventory status, and more. Each Entity is associated with a unique identifier (the "**Unique Identifier**") such as a QR code, URL, and/or GPS Coordinates. The Account Holder can decide whether the Unique Identifier is accessible externally ("**Public**") or only visible to the Account Holder ("**Private**"). You understand that Contributions may be viewable by Users of the Services ("**Users**") and possibly through third-party websites. Users are third parties who access the public-facing Services via the Unique Identifier of an Entity. The Portal also provides an optional public visit page (the "**Visit Page**"). The Visit Page provides access to the Account Holder's Public Entities via their Unique Identifiers.

Account holders receive access to specific Portal features, depending on the type of subscription they purchase. Optional add-ons and modules that enhance functionality are also available for purchase based on each client's unique needs and preferences. Portal features are described in Appendix A and are subject to change.

Plantsoon® also sells physical products (the "**Physical Products**") such as anodized aluminum signs and mounting sets. Please refer to Appendix B for the legal terms of our physical products.

The License Agreement for the Services should be considered alongside the Plantsoon® Privacy Policy. (<https://portal.plantsoon.com/privacy-policy>). Collectively, these documents delineate the terms governing the grant of access and utilization of the Services. They comprehensively outline the rights and responsibilities of both you, the Account Holder, and us, the service provider, in relation to the content and functionality of the Portal.

It is possible that this License Agreement may be supplemented with special conditions which will always take precedence. Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to this License Agreement from time to time. We will alert you about any changes by updating the "Last updated" date of this License Agreement, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review this License Agreement to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.



By accepting the license, the Account Holder acknowledges that they are fully informed about all aspects of the Portal and any associated activities. If the Account Holder has multiple contact persons, Treehatch bv is entitled to act on the instructions of one of those persons, unless otherwise agreed.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Services. If you are a minor, you must have your parent or guardian read and agree to this License Agreement prior to you using the Services.

This License Agreement constitutes a legally binding agreement made between you, whether personally or on behalf of an entity ("**you**"), and Treehatch bv, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of this License Agreement. If you do not agree with all of this license agreement, then you are expressly prohibited from using the services and you must discontinue use immediately. We recommend that you print a copy of this License Agreement for your records.

You can contact us by email at [hello@plantsoon.com](mailto:hello@plantsoon.com) or by mail to Vossenbergh 72, Veerle 2431, Belgium.

## **1. COMPLIANCE WITH LOCAL AND INDUSTRY-SPECIFIC REGULATIONS**

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Services are not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use the Services. You may not use the Services in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

## **2. QUOTATIONS**

A quotation from Treehatch bv is only an invitation to place an order with Treehatch bv and is only valid with regard to the person(s) and/or organization(s) to whom the quotation is addressed. A quotation has a validity period as stated on the quotation itself, or in the absence of this, a validity period of thirty (30) calendar days after the date of the quotation. Treehatch bv has the right to correct errors in a quotation or withdraw the quotation before the quotation is accepted by the Account Holder. The quotation is based on the information provided by the prospective Account Holder. Quotations only include the obligations stated therein, with the explicit exclusion of any additional work.

### **Price Revisions**

Treehatch bv can revise its prices, regardless of indexation, in which case Treehatch bv must inform the customer via the Portal or via the email address stated on the order form, at least four months before the expiration date of the Contract, so that the customer can cancel the Contract in accordance with the clause "TERM AND TERMINATION" of this document.

## **3. INTELLECTUAL PROPERTY RIGHTS**

### **Our intellectual property**

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the "**Content**"), as well as the trademarks, service marks, and logos contained therein (the "**Marks**").



Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties around the world.

The Content and Marks are provided in or through the Services "AS IS" for your personal, non-commercial use or internal business purposes only.

### **Your use of our Services**

Subject to your compliance with this License Agreement, including the "PROHIBITED ACTIVITIES" section below, we grant you a non-exclusive, non-transferable, revocable license for the duration of this agreement to access the Services.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any purpose whatsoever, without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: [hello@plantsoon.com](mailto:hello@plantsoon.com). If we ever grant you the permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks.

Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

### **Your submissions and contributions**

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

**Submissions:** By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licenses to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and warrant and represent that your Submissions and/or Contributions do not constitute confidential information.



You are solely responsible for your Submissions and/or Contributions, and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

**We may remove or edit your Contributions:** Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of this License Agreement. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

#### **Copyright infringement**

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately refer to the "COPYRIGHT INFRINGEMENTS" section below.

#### **4. BRIDGES/API**

If an Account Holder wishes to use an Application Programming Interface (API) to get access to the Portal, the Account Holder shall contact us via [hello@plantsoon.com](mailto:hello@plantsoon.com) with details of the requested implementation. The bridges/API accepted by Treehatch bv and the associated price for realizing the use of Plantsoon® will be stated in a quotation. If necessary, Treehatch bv expects the full cooperation of the Account Holder and its relevant business partners and Treehatch bv does not have to conduct any further investigation into the information provided. For new bridges/API, the prior written approval of Treehatch bv is always required and, if necessary, a separate price applies. The indicated lead time for implementing the bridges/API is indicative. If work is carried out in different sprints, Treehatch bv is entitled to suspend its work until the work of the previous sprint has been accepted by the Account Holder. Treehatch bv cannot in any way be held liable for inadequate or late cooperation from the Account Holder or its business partners. Changes to bridges/APIs are always subject to a charge, except when they are the result of a change to the Plantsoon® software. The intellectual property rights relating to the bridges/API belong to Treehatch bv to the extent legally permitted. This is also the case if the Account Holder or its business partners deliver services in this regard. The Account Holder has therefore already agreed to a transfer of the relevant intellectual property rights to Treehatch bv and is committed to ensuring that the business partners involved will also do this. You or us (individually, a "**Party**" and collectively, the "**Parties**") can write down their agreements to this end in a separate contract.

#### **5. ACCOUNT HOLDER REPRESENTATIONS**

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with this License Agreement; (4) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Services; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

#### **6. ACCOUNT HOLDER REGISTRATION**

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

## 7. INVOICING AND PAYMENT TERMS

### Invoicing

Treehatch bv will invoice the fees as indicated in the quotation. The prices stated are in euros or US dollars depending on the user's location. If applicable, VAT, sales tax, or any other taxes we legally must collect, will be listed separately on the invoice. Any tariffs or duties related to customs will have to be paid by the Account Holder to the respective institutions directly. Fees do not include training and assistance with uploading data, which may be booked and invoiced separately.

The fees depend on included Portal features and/or the number of designated Account Holder representatives that need login credentials. It is possible for an Account Holder to request an upgrade of the plan (e.g., add modules) or request additional designated Account Holder representatives during an active subscription. In the event the Account Holder upgrades their usage of the Portal, the fees will be adjusted to reflect such change for the time left in the existing active subscription. In principle, changes must be approved in advance by Treehatch bv. Changes will take effect within 72 hours of receipt of payment. Downgrades of the plan or a reduction of designated Account Holder representatives are not possible for the active subscription period.

### Payment terms

Treehatch bv invoices are always payable in advance within a period of 14 days. Treehatch bv's invoices are payable per the payment methods stated on the invoice, which may or may not include ACH transfer, wire transfer, and/or credit card payments. Whenever local law permits, we may charge a convenience fee for payments by Credit Card.

Invoices can only be disputed in writing an email to [hello@plantsoon.com](mailto:hello@plantsoon.com) within fourteen (14) days after the invoice date. Disputes should include the invoice date, invoice number, and a detailed motivation. If Treehatch bv does not receive a (timely) dispute within the aforementioned period, the invoice is deemed to have been accepted by the Account Holder.

Submitting a complaint does not release the Account Holder from their payment obligation. Any amount that remains unpaid on the due date will be increased by law and without notice of default with a conventional interest of 8% on an annual basis, starting from the invoice date. Also, by law and without prior notice of default, a lump sum compensation of 10% with a minimum of one hundred (100) euros or US dollars, depending on location, will be due. This does not include further judicial and extrajudicial collection costs which will be charged separately to the Account Holder.

In the event of non-payment, all other payments due, including invoices that have not yet expired, automatically become immediately due and all possible payment terms expire. The same applies in the event of death, incapacity, amicable or judicial dissolution, judicial reorganization, cessation of payments, provisional administration, collective debt settlement, as well as in the event of any other fact indicating the insolvency of the Account Holder.

Partial payments are always accepted with all reservations and without any adverse acknowledgment and are first allocated to the collection costs, then to the damages clause, then to the interest due and finally to the outstanding principal amount.

### Immediate termination

Both parties may suspend or terminate this agreement immediately and without paying a cancellation fee or respecting a notice period, without judicial intervention, by means of email to the Account Holder's registered email for the subscription or [hello@plantsoon.com](mailto:hello@plantsoon.com), addressed to the other party in the following cases:

- Following bankruptcy, amicable or judicial dissolution, cessation of payments, provisional administration, as well as any other fact indicating the insolvency of the other party;



- Shortcoming of the other party, insofar as this party does not remedy this shortcoming or has taken reasonable steps to remedy its shortcoming within a period of thirty (30) days after a written notice by email; or
- Serious shortcoming of the other party, such as failure to respect the intellectual property rights of Treehatch bv or non-payment within four weeks of the due date of any outstanding invoice.

The suspension or dissolution entails that all invoices of Treehatch bv become due and payable, even if they have not yet expired, and any permitted payment terms expire. This is without prejudice to any other right that Treehatch may have, for example requesting compensation. However, the Contributions by the Account Holder remain licensed to us even after termination and may remain online. The relevant provisions of the conditions in this License Agreement will remain valid after termination, including the provisions relating to intellectual property, complaints and liability.

## 8. PROHIBITED ACTIVITIES

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services. Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content.
- Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.



- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services.
- Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.
- Sell or otherwise transfer your profile.

## 9. ACCOUNT HOLDER GENERATED CONTRIBUTIONS

Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and this License Agreement.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and this License Agreement.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule.
- Your Contributions do not violate the privacy or publicity rights of any third party.
- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap. Your Contributions do not otherwise violate, or link to material that violates, any provision of this License Agreement, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates this License Agreement and may result in, among other things, termination or suspension of your rights to use the Services.

## 10. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Services, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce,



disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

**We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions.** We are not liable for any statements or representations in your Contributions provided by you in any area on the Services. You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## 11. THIRD-PARTY WEBSITES AND CONTENT

The Services may contain links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). For example, in the Plantsoon portal, botanical names for plants are connected to a plant from World Flora Online, an open access flora database. Other information in the portal (e.g., family, kingdom) may be automatically inferred from that third party database and shown in the Account Holder's entity. Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware this License Agreement no longer governs. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## 12. ADVERTISERS

We may allow advertisers to display their advertisements and other information in certain areas of the Services, such as sidebar advertisements or banner advertisements. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.



### 13. SERVICES MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of this License Agreement; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or this License Agreement, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

### 14. PRIVACY POLICY

We care about data privacy and security. Please review our Privacy Policy:

<https://portal.plantsoon.com/privacy-policy>. By using the Services, you agree to be bound by our Privacy Policy, which is incorporated into this License Agreement. Please be advised the Services are hosted in the Netherlands. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the Netherlands, then through your continued use of the Services, you are transferring your data to the Netherlands, and you expressly consent to have your data transferred to and processed in the Netherlands.

### 15. GENERAL DATA PROTECTION REGULATION (GDPR)

Treehatch by processes personal data. For more information in this regard, we would like to refer to our Privacy Policy via <https://portal.plantsoon.com/privacy-policy> and the processing conditions in Appendix C (only applicable only to Account Holders located in the European Union (EU)) of these license conditions.

### 16. COPYRIGHT INFRINGEMENTS

We respect the intellectual property rights of others. If you believe that any material available on or through the Services infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "Notification"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to applicable law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Services infringes your copyright, you should consider first contacting an attorney.

### 17. TERM AND TERMINATION

The agreement will come into force from the date of confirmation of receipt of the accepted quotation, but the actual license commences on the date the Account Holder receives login credentials to access the Portal. Designated Account holder representatives will receive login credentials granting access to the plant management portal upon receipt of payment for the first year of subscription. The contract is entered into for an initial period of one (1) year (the "Initial Term"), unless otherwise stated in the quotation. Except in the event of cancellation three (3) months before the end of the Initial Term, the license term will automatically be extended for one (1) year after the Initial Term.

This License Agreement shall remain in full force and effect while you use the Services. Without limiting any other provision of this license agreement we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the services (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in this license agreement or of any applicable law or regulation. We may terminate your use or participation in the services or delete your account and any content or information that you posted at any time, without warning, in our sole discretion.

**Cancellation**

After the Initial Term, the license term can be terminated unilaterally by the parties on the anniversary of the date on which the Account Holder received login credentials, provided that a notice period of three (3) months is respected. To cancel, write an email to [hello@plantsoon.com](mailto:hello@plantsoon.com) and state that you want to cancel your subscription. Provide details like your name, email address used for the subscription, and any subscriber or account numbers.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

**18. TRANSFER OF RIGHTS AND SUBCONTRACTING**

Account Holder cannot transfer the agreement to a third party without the express written prior consent of Treehatch bv. If Treehatch bv intends to transfer this agreement, the Account Holder will be notified at least 30 days in advance. Where it deems it necessary, Treehatch bv can call on subcontractors.

**19. MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in this License Agreement will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

**20. GOVERNING LAW**

This License Agreement is governed by and interpreted following the laws of Belgium, and the use of the United Nations Convention of Contracts for the International Sales of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law in your country to residence. Treehatch bv and yourself both agree to submit to the non-exclusive jurisdiction of the courts of Turnhout, Belgium, which means that you may make a claim to defend your consumer protection rights in regard to this License Agreement in Belgium, or in the EU country in which you reside.

**21. DISPUTE RESOLUTION****Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to this License Agreement (each a "Dispute" and collectively, the "Disputes") brought by either Party, the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

**Binding Arbitration**

Any dispute arising from the relationships between the Parties to this License Agreement shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which

adoption of this clause constitutes acceptance. The seat of arbitration shall be Turnhout, Belgium. The language of the proceedings shall be Dutch. Applicable rules of substantive law shall be the law of Belgium.

### **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **22. CORRECTIONS**

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## **23. DISCLAIMER**

The services are provided on an as-is and as-available basis. You agree that your use of the services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the services and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the services' content or the content of any websites or mobile applications linked to the services and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the services, (3) any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the services, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the services by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the services. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## **24. LIMITATIONS OF LIABILITY**

If the licensee has complaints about Plantsoon®, the licensee must contact Treehatch by in writing via [hello@plantsoon.com](mailto:hello@plantsoon.com) within fourteen (14) days after becoming aware of the defect.

Treehatch is only bound by an obligation of means for the supply of Services. Treehatch will supply the Services in accordance with standard professional practice, with the care and diligence required from a supplier of similar services, without an obligation of results.



Treehatch bv does not limit its liability or exclude its liability for fraudulent intent, fraud or when the exclusion or limitation would not be permitted in accordance with applicable legislation or case law.

Without prejudice to mandatory statutory provisions or provisions of public order, any claim against Treehatch bv will in any case lapse if the legal claim has not been filed within one year after the circumstance that gives or could give rise to liability is discovered, or could reasonably have been discovered.

The parties cannot be held liable for delays or defects in performance if these delays or defects are the result of facts or circumstances that are independent of the will of either party, that are unforeseeable or cannot be avoided (e.g. telecommunications problems). Such force majeure situations give the parties the right to request the revision or suspension, and in the event of permanent force majeure, the dissolution of the agreement, upon first written request.

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the services, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the compensation paid to treehatch bv in the twelve (12) months preceding the claims. Certain us state laws and international laws do not allow limitations on implied warranties or the exclusion or limitation of certain damages. If these laws apply to you, some or all of the above disclaimers or limitations may not apply to you, and you may have additional rights.

## **25. INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of this License Agreement; (4) any breach of your representations and warranties set forth in this License Agreement; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **26. ACCOUNT HOLDER DATA**

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **27. ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the services. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any



jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **28. CALIFORNIA ACCOUNT HOLDERS AND RESIDENTS**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **29. MISCELLANEOUS**

This License Agreement and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of this License Agreement shall not operate as a waiver of such right or provision. This License Agreement operates to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of this License Agreement is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this License Agreement and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of this License Agreement or use of the Services. You agree that this License Agreement will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of this License Agreement and the lack of signing by the parties hereto to execute this License Agreement.

## **30. NULLITY AND WAIVER**

The possible nullity of one or more provisions of the Plantsoon® legal terms (or parts thereof) does not affect the applicability of all other clauses. In the case of nullity of one or more provisions (or parts thereof), we will negotiate together to replace the void provision(s) with equivalent provision(s) that meet(s) the general spirit of the agreement.

Not exercising a particular right does not automatically mean that we waive it.

## **31. CONTACT US**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

**Treehatch bv**  
**Vossenbergh 72**  
**Veerle 2431**  
**Belgium**  
[hello@plantsoon.com](mailto:hello@plantsoon.com)





**APPENDIX A: DESCRIPTION OF CORE PLATFORM\***

\* Given that our software-as-a-service (SaaS) platform evolves on an ongoing basis, the features and functionalities listed in Appendix A are subject to periodic updates. As new capabilities are introduced through regular software releases, we will revise Appendix A accordingly. Because of changes in features and functionalities, we may periodically update our subscription tiers, including the creation of new tiers, and optional add-ons. Core platform functionalities may be removed from or re-allocated across subscription tiers.

Optional add-on modules can be purchased by customers based on their unique needs. By continually improving our Platform, we empower customers to tailor solutions aligned with their goals and budgets. These subscription updates aim to provide optimal value as our offerings expand. We will notify all subscribers of any major changes to subscription levels, core features, pricing or add-on options to ensure a seamless transition upon expiration of their active subscription.

<b>CORE PLATFORM</b>	<b>Free</b>	<b>Premium</b>
Unlimited access via Unique Identifier	x	x
Access to portal	x	x
Add and manage flora entities	x	x
Group entities in collections	Max 3	x
Group entities in zones	Max 3	x
Unlimited number of photos in “Images.”	x	x
Basic Visit page	x	x
Features		x
Inventory		x
Templates		x

<b>ADD-ONS (Only Premium account holder can opt to add-on modules)</b>
Print module
Accession
Catalog



## **APPENDIX B: DISCLAIMER OF LIABILITY AND RETURN POLICY FOR PHYSICAL PRODUCTS**

### **Disclaimer of Liability**

Treehatch by manufactures and sells garden products, including plant signs and stakes (“Products”). These Products are made from aluminum, steel, or other metals. While we strive to ensure our Products are safe for normal gardening use, whether in a private or public setting, certain risks of injury or damage are inherent when using metal products outdoors.

Customers assume all risk and liability for loss, damage or injury to people or property arising from the use of these Products. This includes, but is not limited to, risks from weather hazards, improper installation, product wear and tear, product faults, misuse, or unforeseen hazards relating to the use of metal products outdoors. Under no circumstances shall Treehatch by be liable for any direct, indirect, punitive, incidental or consequential damages arising from the use, misuse or inability to use these Products.

By purchasing, receiving or using these Products, you acknowledge that you have read this disclaimer and agree to accept all hazards and liability associated with the use of these Products.

### **Customized Products**

Any Products that are customized to order, including, but not limited to customized text, images, sizing, shapes, colors, or materials, are not eligible for return or refund once the order has been placed and production has begun. By placing an order for customized Products, you acknowledge that such customized Products are non-returnable and non-refundable due to the unique nature of the customization. Please review and confirm order details carefully before finalizing any orders for customized Products. Treehatch by does not accept returns or allow refunds on customized orders regardless of any customer satisfaction concerns. We will not remake or replace customized items free of charge except at our sole discretion on a limited case-by-case basis. Customers assume all risk in ordering these customized one-of-a-kind Products.

## **APPENDIX C: CONDITIONS FOR PROCESSING OF PERSONAL DATA (pertains to Account Holders located in the European Union (EU) only)**

### **Preliminary explanation:**

(a) Where Treehatch bv needs to process 'Personal Data' – being all information about an identified or identifiable natural person (the 'data subject') – on behalf of the licensee, Treehatch bv and the licensee will comply with the provisions of this Appendix, which takes precedence over the License Agreement in the event of conflict. An identifiable natural person is one who can be identified, directly or indirectly, by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, psychological, economic, cultural or social identity of that natural person;

(b) The parties hereby wish to enter into a processing agreement in accordance with the requirements of the current regulations regarding the processing of personal data and with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on protection of natural persons in connection with the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the 'General Data Protection Regulation' or 'GDPR') and the Belgian laws that further implement and supplement it.

In general, terms used in these processing conditions must be understood as intended in the aforementioned legislation;

(c) The licensee is therefore a controller of the Personal Data and Treehatch bv is a processor of the Personal Data.

The parties agree as follows:

### **1. Scope**

1.1 Treehatch bv will process the Personal Data stated in Annex A.

1.2 The licensee will be responsible for determining the purposes and means of the processing of the Personal Data. The Purpose of the processing of the Personal Data is primarily to perform the services of the main agreement (the "Purpose"), as further described in Annex A.

1.3 Treehatch bv will process the Personal Data while carrying out the activities as set out in Annex A.

1.4 The Personal Data that Treehatch bv will process on behalf of the licensee will remain the property of the licensee, third parties and/or the relevant data subjects.

### **2. General obligations**

2.1 Treehatch bv commits to:

(i) process the Personal Data in accordance with the written instructions. Treehatch bv will notify the licensee if it believes that a particular instruction is not in accordance with the GDPR, EU regulations or any other legal provision;

(ii) to process the Personal Data only on behalf of the licensee, in the context of the agreed Purpose and not for any other purposes;

(iii) process the Personal Data in accordance with all legal provisions and regulations regarding the protection of Personal Data, in any case the GDPR;

(iv) to provide the licensee with access to the Personal Data or to transfer the Personal Data to the licensee via electronic transfer or on a durable medium in the format supported by Plantsoon, at the first request of the licensee and at the licensee's expense; and

(v) transfer the Personal Data to third countries or an international organization only where appropriate measures have been taken and provided that effective and enforceable rights and effective administrative or judicial remedies are available to the data subjects;

(vi) to respect the general confidential nature of the Personal Data and to limit access to the Personal

Data to its employees and associates and business partners to the extent that they need it to carry out their work and they are also bound by a confidentiality obligation.

2.2 The licensee also commits to process the Personal Data in accordance with all legal requirements and regulations, in any case the GDPR.

### **3. Subprocessors**

3.1 Treehatch bv is entitled to rely on sub-processors. These do not need to be submitted to the licensee for approval in advance. Treehatch bv will ensure that its sub-processors only process Personal Data after it has concluded a written agreement with its sub-processor.

3.2 If a sub-processor fails to comply with its legal obligations, Treehatch bv will remain fully liable for its sub-processor's obligations.

### **4. Assistance and requests from data subjects**

4.1 Treehatch bv will, taking into account the nature of the processing and the information it has, assist the licensee in complying with the obligations stated in Articles 32 to 36 of the GDPR, i.e. regarding security measures, reporting to the authorities, notification to data subjects, preparation of data protection impact assessments and prior consultation with authorities, etc.

4.2 Taking into account the nature of the processing, Treehatch bv will assist the licensee in fulfilling its legal obligations as stated in Chapter III of the GDPR, namely responding to requests from data subjects who wish to exercise their rights, such as, but not limited to requesting access to their Personal Data, rectification of Personal Data, erasure of Personal Data, limitation of the processing of Personal Data, portability of data and the right to object to automated individual decision-making, including profiling, within 5 working days and at the expense of the licensee. Treehatch bv provides that the licensee can change, supplement or delete the data of the data subjects himself so that these additional costs can be avoided. If a data subject were to contact Treehatch bv directly, Treehatch bv will inform the licensee of this as soon as possible. Only the licensee will answer the questions of those involved.

### **5. Security**

Treehatch bv will take all appropriate technical and organizational measures to protect the Personal Data against destruction, loss, modification or unauthorized disclosure or unauthorized access, either accidentally or unlawfully (the 'Measures'). Taking into account the state of the art and the implementation costs, appropriate Measures will be taken to ensure a security level tailored to the risk, also taking into account the nature of the Personal Data and the risks that may be associated with the processing.

### **6. Data leaks**

6.1 Treehatch bv will inform the licensee within 48 hours of a security incident or a data breach that has (possibly) caused unauthorized access, loss or unauthorized processing of Personal Data (the 'Data Leak').

6.2 The notification to the licensee will in any case contain the following: (i) the nature and extent of the Data Breach (and the relevant Personal Data) and; (ii) the measures that Treehatch bv has taken and the measures that still need to be taken to stop the Data Leak and the negative consequences of the Data Leak and to prevent future Data Leaks. In addition, Treehatch bv will also provide the licensee with all other appropriate and relevant information regarding the Data Breach.

6.3 In the event of a Data Leak, Treehatch bv will cooperate by providing the relevant information to those involved.

6.4 The licensee accepts that Treehatch bv may have an obligation to report a Data Breach to the authorities.

## 7. Audit

7.1 Treehatch bv will allow audits and inspections by the licensee, inspectors of the licensee, and authorities, if the licensee so requests and to the extent that this would be relevant to verify Treehatch bv's compliance with this Appendix and the applicable legislation regarding the protection of personal data. The costs of these inspectors will be borne by the licensee. Licensee must notify Treehatch bv of the request at least 7 working days in advance.

7.2 If the licensee would like to carry out inspections in the buildings of Treehatch bv, Treehatch bv will provide all necessary cooperation, including providing access to the buildings and providing the requested documentation and information, during normal office hours from 9 a.m. to 5 p.m. CET.

## 8. Liability

Treehatch bv is only liable for damage caused by processing if the processing does not comply with the obligations specifically aimed at processors under the applicable legislation regarding the protection of personal data or is outside or contrary to the lawful instructions of the licensee. Treehatch bv and the licensee are released from liability if he/she proves that he/she is in no way responsible for the event causing the damage. Unless the law or applicable case law does not permit this or in the event of intent or fraud, the liability of Treehatch bv will always be limited to fifty thousand euros (€ 50,000.00).

## 9. Termination

If the main agreement is terminated, on any grounds or in any manner, Treehatch bv will immediately delete or return all Personal Data of the licensee at its own expense and initiative in a format that is tailored to Plantsoon such as Excel (if licensee does not notify Treehatch bv within the month after termination, Treehatch bv is entitled to delete the Personal Data) - unless it is required to retain it in accordance with applicable law or to protect its interests in the event of a dispute.

### Annex A:

Personal data to be processed:

- 1/ From category 1: first name, last name, gender, email address
- 2/ From category 2: last name, first name, gender, address

Categories of data subjects:

- 1/ Category 1: employees/appointees of the licensee
- 2/ Category 2: clients of licensee or family members thereof

### Purpose:

1/ From category 1: Licensee can assign login details to their employees/appointees. To log in, the first name, last name, gender and email address of the employee/appointee in question will be registered in the platform. The Purpose is therefore solely to provide access to the persons designated by the licensee and to allow these persons to use Plantsoon.

Note: Image material supplied by the licensee could possibly refer to a specific IP address and location and time, so that an individual can still be traced. This usually depends on the settings of the device. If this data is still transferred by the licensee and can be considered Personal Data, these Processing Terms and Conditions will apply. However, in this context we would like to refer to the general guidelines in which we ask you not to provide us with this data.

2/ From category 2: Licensee's clients are people who receive a physical product for which Licensee can create Entities in the platform. For example, when a municipality is going to distribute birth trees, the municipality can opt to log personal data of the clients or their family members. This includes the first name and last name of the newborn and address of the family's residence. Plantsoon provides these optional fields. It is by no means the intention that other information is logged in the relevant fields.





As the licensee, you are responsible for ensuring compliance with all applicable data protection laws pertaining to the collection and use of end user personal data through the licensed platform.

Your privacy policy should expressly detail how such user data is processed, secured, and shared, including noting that some data resides on Treehatch bv's hosting servers pursuant to the license agreement. Per GDPR's data processing transparency requirements, we recommend your privacy statement specifically identify Treehatch as a processor for hosting-related activities concerning this limited scope of hosted user data.

**Processing activities:**

- Collection of Personal Data;
- Storing of personal data in Plantsoon
- Have personal data displayed in Plantsoon
- Adjust or delete personal data