

e-Gro TERMS OF USE

This document (together with the documents referred to in it) tells you the terms of use of GRODAN's e-Gro mobile application. Please read these Terms of Use carefully before using the App. By using the App, you agree to be bound by these Terms of Use.

You should save a copy of these Terms of Use for future reference. Click [here](#) to download these Terms of Use.

1 Definitions

- 1.1 In this document, "**GRODAN**", "**we**" and "**us**" mean Rockwool BV, trading as GRODAN, a company incorporated under the laws of the Netherlands, registered with the commercial register under number 13014428, with corporate seat at Industrieweg 15, 6045 JG Roermond, the Netherlands; "**Terms of Use**" means these e-Gro Terms of Use, which set forth the terms and conditions for the use of the App; "**App**" means GRODAN's e-Gro mobile application; "**Service(s)**" mean(s) the service(s) offered or supplied by GRODAN through the App; and "**User**" and "**you**" means a natural person or legal entity that uses the App.

2 Privacy

- 2.1 We may use personal data of you, for example information provided by you through the App, by using the App or in any other way, information about your use of the App (log information) and (technical) information about your mobile device. Such personal data may be collected and used to ensure proper performance of the App, to provide the Services to you, to improve the App and/or the Services and to contact you or provide you with relevant information with regard to (your use of) the App and/or the Services.
- 2.2 In case and insofar we process any personal data of you, such data will be treated and processed in accordance with applicable personal data protection legislation. By using the App and providing us with any personal data through the App you agree to the processing of such data in accordance with these Terms of Use and applicable personal data protection legislation.

3 Applicability

- 3.1 These Terms of Use apply to the use of the App and are applicable to the exclusion of any general terms used by the User. Different terms or conditions only apply if and insofar as they have been separately accepted by GRODAN expressly for each individual agreement.
- 3.2 By using the App (which also includes downloading and installing the App) you accept these Terms of Use.
- 3.3 If the App uses services of third parties, also any terms and conditions and/or privacy policies of those third parties may apply. GRODAN is not responsible or liable for the services and/or privacy policies of third parties.
- 3.4 We have the right to revise and amend these Terms of Use from time to time.

4 Your status

- 4.1 By using this App, you warrant that:
- a) you are at least 18 years old; and
 - b) if you are a an individual, you are legally capable of entering into binding contracts; and
 - c) if you are using the App on behalf of a legal entity, you are authorized to enter into and bind such entity to these Terms of Use.

5 License

- 5.1 GRODAN hereby grants the User a non-exclusive, non-sublicensable and non-transferable license to use the App.
- 5.2 Without GRODAN's prior written permission the User is not permitted to make the App available to third parties, to sell or rent the App to third parties, to decompile, reverse engineer or modify the App, or to (let others) remove or circumvent technical provisions intended to protect the App.
- 5.3 GRODAN at all times has the right to (i) discontinue the App, temporarily or permanently; (ii) make procedural and/or technical alterations and/or improvements to the App; (iii) change or remove data or information; (iii) restrict the use of the App or certain functionalities; and/or (iv) deny the User access and/or use of the App in full or in part, temporarily or permanently and/or by terminating the license.

6 Use of the App

- 6.1 Each and every use of the App is for your own risk and responsibility.
- 6.2 You may only use the App for lawful purposes. You may not use the App (i) in any way that breaches any applicable local, national or international law or regulation; or (ii) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent intent, purpose or effect.
- 6.3 After the User has downloaded the App, the User may register through the App. Only fully and truthfully completed registrations will be considered by GRODAN. In case of any changes of registration details or other relevant data, the User shall update such data through the App.
- 6.4 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you shall not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with these Terms of Use.
- 6.5 In order to be able to use the App, the User shall for his own account provide for the necessary equipment, system software and (internet) connection.
- 6.6 If the User provides information, data and/or other content ("**Contribution(s)**") through the App, the User guarantees that the Contribution is complete, correct and up-to-date.
- 6.7 The User herewith grants GRODAN a non-exclusive, perpetual, free of charge, sublicensable and transferable license to use Contributions and acknowledges that GRODAN is entitled to use and share aggregate business related information, including Contributions, not specifically identifying you or the legal entity on behalf of which you use the App (i) to enable the User to use the App; (ii) to provide and improve GRODAN's Services through the App; and/or (iii) for updating and/or further developing the App.

- 6.8 The User recognizes and acknowledges that the Contribution may be transferred to and used by third parties engaged by GRODAN, including GRODAN's cloud provider, in order to operate and/or manage the App.
- 6.9 We will determine, in our discretion, whether there has been a breach of these Terms of Use. If a breach of these Terms of Use has occurred, we may take such action as we deem appropriate.

7 Liability

- 7.1 To the best of our ability, we will make efforts to provide the App with due care. However, GRODAN cannot guarantee that the App will always be available or will always work without any interruptions, errors or defects, or that the information contained in the App or provided by GRODAN through the App ("**Information**") is complete, correct and/or up-to-date. We will not be liable to you or any other party if for any reason the App is unavailable at any time or for any period.
- 7.2 All Information is provided by GRODAN by way of non-binding information. GRODAN makes no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability or availability of the Information. Any reliance on the Information is at your own risk.
- 7.3 GRODAN is not liable for (the accuracy of any) Contributions, information and other materials or communications that the User or others post or provide through the App. GRODAN reserves the right to (announced or unannounced) remove any Contributions, information or other materials or statements that have been placed through the App.
- 7.4 To the fullest extent permitted by the applicable law, GRODAN hereby disclaims any liability and in no event shall GRODAN be liable for any damage including, without limitation, direct, indirect or consequential damages including loss of revenue, loss of profit, loss of opportunity or other loss arising from the use of or the inability to use the App including damages arising from inaccuracies, omissions or errors in the App and/or the Information.
- 7.5 We will not be liable or responsible for any inability to use the App that is caused by events outside our reasonable control (a "**Force Majeure Event**"). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation): (i) impossibility of the use of public or private telecommunications or electricity networks; (ii) legislation, regulations or restrictions of any government; and (iii) the non-delivery or late delivery of products or services to GRODAN by third parties engaged by GRODAN.

8 Intellectual Property Rights

- 8.1 User recognizes and acknowledges that all intellectual property rights and/or similar rights to the (content and design of the) App, including the underlying software, images, videos and audio clips, and the Information are owned solely and exclusively by GRODAN and/or its licensors.
- 8.2 User will ensure that his use of the App will in no way prejudice any rights and/or the good name and reputation of GRODAN.

9 Notices

- 9.1 All notices given by you to us must be given to GRODAN through e-mail info@grodan.com or via regular mail towards Rockwool BV trading as Grodan, Industrieweg 15, 6045 JG Roermond, the Netherlands. We may give notice to you at either the e-mail or postal address you provide to us when registering through

the App. Notice will be deemed received and properly served immediately when posted on the App, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

10 Transfer of rights and obligations

- 10.1 You may not transfer, assign, charge, sub-contract or otherwise dispose of any of your rights or obligations arising under these Terms of Use, without our prior written consent.
- 10.2 We may at any time transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these Terms of Use.

11 Waiver

- 11.1 If we fail to insist upon strict performance of any of your obligations under any of these Terms of Use, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms of Use, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 11.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 11.3 No waiver by us of any of these Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 9.

12 Severability

- 12.1 If any of these Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term will to that extent be severed from the remaining terms which will continue to be valid to the fullest extent permitted by law.

13 Law and jurisdiction

- 13.1 These Terms of Use shall be governed by and construed in accordance with the laws of the Netherlands, unless local mandatory laws apply.
- 13.2 All disputes arising out of or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the courts of the Netherlands. In deviation from this provision, GRODAN will also and at all times be entitled to submit a dispute or claim to the competent court for the place where the User has his residence or registered or actual place of business. This clause does not affect your statutory rights.

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