

Feelerz.com End User License Agreement (EULA)**Last Updated: December 2024**

These General Terms and Conditions (the "Agreement") constitute a legally binding agreement between you (you, your Organization) and Feelerz.com, a service provided by Feelerz b.v. regarding your use of the Feelerz.com platform, including its website, application, and related services (collectively, the "Service").

By accessing or using Feelerz.com, you agree to be bound by these terms and conditions. If you do not agree to these terms, you should not use the Service.

1. License Grant

Subject to your compliance with this Agreement, Feelerz.com grants you a limited, non-exclusive, non-transferable, revocable license to use the Service solely for lawful purposes and in accordance with the functionality provided by the Service.

This license does not grant you ownership of any intellectual property associated with the Service, which remains the property of Feelerz.com and its licensors.

2. Eligibility

By using Feelerz.com, you represent and warrant that:

- You are at least 18 years of age and capable of entering into a legally binding agreement.
- You are not barred or restricted from using the Service by any applicable law, regulation, or government order.
- You have the necessary authority to bind your organization.

3. Account Registration

To use Feelerz.com, you must create an account. During registration, you agree to provide accurate and complete information, including your name, organization, email address, and other relevant details. You are responsible for maintaining the confidentiality of your account information and for all activities under your account.

You agree to immediately notify us of any unauthorized use of your account.

4. Use of the Service

The use of Feelerz.com is free for 'Clients'. Clients are users/organizations that view supplier ESG data.

The use of Feelerz is paid for Suppliers. Suppliers are users/organizations that provide their ESG data to their Clients. The use of Feelerz is free for the first 31 days for Suppliers. After that the fee is payable monthly.

Users can be Suppliers, Clients or both.

You agree to use Feelerz.com solely for its intended purpose, which includes inviting suppliers or customers and sharing ESG sustainability data. You shall not use the Service for any unlawful, unethical, or harmful activities, including but not limited to:

- Violating any applicable laws or regulations.
 - Infringing the intellectual property rights of others.
 - Distributing viruses, malware, or other harmful software.
 - Harassing, abusing, or threatening other users.
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5. Intellectual Property

Feelerz.com and all associated intellectual property, including but not limited to the website, application / software, trademarks, logos, and content, are the exclusive property of Feelerz.com or its licensors. You may not copy, reproduce, distribute, modify, or create derivative works of the Service without prior written permission from Feelerz.com.

6. Privacy

Feelerz.com is committed to protecting your privacy. Please refer to our Privacy Policy, which governs how we collect, use, and protect your personal information, available at our website.

7. ESG Sustainability Data

As part of using Feelerz.com, you may provide or receive information regarding the ESG sustainability maturity level of organizations, including suppliers and customers. You agree that all data shared through the Service is accurate to the best of your knowledge. Feelerz.com does not verify the accuracy or completeness of any ESG sustainability data provided by users.

You are responsible for ensuring that the data you provide complies with applicable laws, regulations, and industry standards.

8. Termination

Feelerz.com may, at its sole discretion, suspend or terminate your account or access to the Service at any time for any reason, including but not limited to:

- Violation of these terms.
- Misuse of the Service.
- Engaging in fraudulent or unlawful activities.

You may terminate your account at any time by via your user console. Upon termination, your right to use the Service will end, and you will no longer have access to your account or any associated data.

9. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

Feelerz.com does not guarantee the accuracy, completeness, or reliability of any content or data provided through the Service.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, Feelerz.com SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICE, EVEN IF Feelerz.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnification

You agree to indemnify, defend, and hold harmless Feelerz.com, its affiliates, employees, and agents from any claims, damages, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from:

- Your use of the Service.
- Your violation of this Agreement.
- Any third-party claims related to your content or data.

12. Amendments

Feelerz.com reserves the right to modify or amend these terms at any time. Any changes to the terms will be posted on this page with the "Last Updated" date. Your continued use of the Service after such changes constitutes your acceptance of the updated terms.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without regard to its conflict of law principles. Any disputes arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts in the Netherlands.

14. Contact Information

If you have any questions or concerns about these terms, please contact us at:

Feelerz.com
Feelerz b.v.

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