

Terms of Service for the RIMpro Cloud Service

The following document outlines the terms of use of the RIMpro Cloud Service. Before using the RIMpro cloud service, you are required to read, understand, and agree to these terms.

Description of Service

RIMpro Cloud Service is a decision support system for fruit and wine grape producers and their consultants. RIMpro B.V. (“RIMpro”, “we”, “us” or “our”) provides RIMpro Cloud Service as a platform via its website www.rimpro.eu (the “Site”) to registered users (“user” or “you”) to process their private weather data with simulation models.

Acceptance of Terms

By using the RIMpro Cloud Service, you are agreeing, on behalf of your self, and those you represent, to comply with and be legally bound by these terms as well as our privacy policy, EU General Data Protection Regulation (GDPR), and all applicable laws. If you, for yourself or on behalf of those you represent, do not agree to any provision of these terms, you must, for yourself and on behalf of any such person(s), discontinue the registration process, discontinue your use of the RIMpro Cloud Service, and, if you are already registered, cancel your account.

Modification of Terms

RIMpro B.V. reserves the right, at its sole discretion, to modify or replace the Terms at any time. If the alterations constitute a material change to the Terms, RIMpro B.V. will notify you by posting an announcement on the Site. You are responsible for reviewing and becoming familiar with any such modifications. Using the RIMpro Cloud Service constitutes your acceptance of the Terms as modified.

Your access to and use of the RIMpro Cloud Service may be interrupted from time to time as a result of equipment malfunction, updating, maintenance or repair of the RIMpro Cloud Service, or any other reason within or outside of our control.

Registration

As a condition to using the RIMpro Cloud Service, you are required to open an account with RIMpro B.V. create a password and username, and to provide registration information including a valid email address, which will be used to send you your invoice and user documentation. The registration information you provide must be accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your access to the Services, by terminating your account. Any personal information that you provide to RIMpro B.V is governed by the RIMpro B.V. Privacy Policy (GDPR).

You are responsible for maintaining the confidentiality of your password and are solely responsible for all activities resulting from the use of your password and conducted through your RIMpro account.

After successful registration you receive an e-mail confirming your registration, notifying an invoice will be send by email in the following days.

Annual subscription

Your registration is a one-year subscription. On the northern hemisphere the subscription year is from January 1. till December 31 of the same year. On the southern hemisphere from July 1. till June 30. the following year.

The first time you use the RIMpro Cloud Service after your subscription year has expired, you are offered the option to either continue your subscription for another year, or to terminate your subscription.

After you confirm continuation your subscription, you receive an e-mail confirming your registration, notifying an invoice will be send by email in the following days.

Payment

Unless agreed differently, an invoice is sent to you by e-mail, to be paid in euros, on our bank account, within 14 days.

In case of payment delay, RIMpro B.V. will send 1 reminder.

In case of payment delay of more than 21 days in total, RIMpro B.V. will close your account.

User Conduct

To use the RIMpro Cloud Service you may need to create a connection between the RIMpro platform and the source of your weather data by selecting the for your data source applicable interface. You are responsible for that the weather data are available at that internet location, with the credentials you specify, that these weather data are in the format expected by the interface you selected, and that these data are complete. Any situation where errors in this connection lead to malfunctioning of the RIMpro Cloud Service may result in immediate termination of your access to the Services.

If you have an account as 'individual grower', 'guest of a user group', or 'guest of an advisory service,' you may use the RIMpro Cloud Service to support decisions in your own farm business, and you may share you results in a registered 'RIMpro user group' that you are member of. You, or others on your behalf, are not allowed to publish output of the RIMpro Cloud Service in any form.

If you have an account as 'advisory service' you are allowed to share the RIMpro output from your account with growers that are your clients. You are not allowed to share this output with other consultancy services and/or their clients in any form.

If you have any doubt for what purpose you can and can't use the RIMpro output, you can consult RIMpro B.V. by sending an e-mail to 'support@rimpro.eu'

Data Storage Policy

The weather data you upload to the RIMpro Cloud Service remain your property. Your weather data are used to run the simulation models in your account. In case your weather data are incomplete, weather data from nearby locations may be used to complete your simulation results. Without prior notification your weather data may be used to complete the data files for nearby locations.

Without prior notification your weather data may be used for the development of new simulation models or improvement of existing models.

In case of termination of your subscription your weather data are removed from the database.

Termination

RIMpro B.V. may terminate or suspend any and all Services and/or your RIMpro account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Upon termination of your account, your right to use the RIMpro Cloud Service will immediately cease. If you wish to terminate your RIMpro account, you must do so in writing and email to 'support@rimpro.eu' and it will result in the removal of your account and data from the RIMpro Cloud Service.

Warranty Disclaimer

RIMpro utilises scientific and best practice to generate information and services. However, RIMpro B.V. assumes no liability for the accuracy and completeness of the information provided. The services are provided on an 'as is', 'as available' basis. You use the RIMpro Cloud Service and generated information at your own risk. RIMpro B.V. takes no responsibility whatsoever for any claims resulting from the provision of the RIMpro Cloud Service.

RIMpro B.V. disclaims all responsibility for any loss, injury, claim, liability or damage of any kind resulting from the use of the RIMpro Cloud Service and generated information.

Disputes and applicable law

These terms of use of the RIMpro Cloud Service are exclusively subject to Dutch law.