

# Terms of Service

Please read these Terms of Service ("Terms") carefully as they contain important information about your legal rights, remedies and obligations. By accessing or using the Global Food Partners Cage-Free Hub Platform, you agree to comply with and be legally bound by these terms.

Thank you for using the Global Food Partners Cage-Free Hub Platform!

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These terms constitute a legally binding agreement ("Agreement") between you and Global Food Partners governing your access to and use of the Global Food Partners' Cage-Free Hub Platform and website, including any subdomains thereof, mobile apps, and any other websites through which Global Food Partners makes its services available (collectively, "Platform").

By accepting this Agreement and/or using or visiting Global Food Partners' Platform, you are agreeing to adhere to all of its terms and conditions. You further agree that by (1) using the Platform's website, mobile site, or any other related sites or services, whether or not you join the Platform; (2) creating a Platform account, or (3) otherwise indicating your acceptance of this Agreement, you are legally bound by its terms.

If you disagree with, or do not intend to abide by, any of the Terms of this Agreement or any future amendments, you must delete your account and refrain from using Global Food Partners' Cage-Free Hub Platform.

When these terms mention "Global Food Partners," "we," "us," or "our," it refers to the corporation Global Food Partners and any of its parents, subsidiaries, agents, or related organizations.

## 1. Scope of Global Food Partners Cage-Free Hub Platform Services

1.1. The Global Food Partners' Cage-Free Hub Platform is an online directory that enables (a) egg producers or sellers ("sellers") to publish information about their operations and (b) food businesses ("buyers") to search, communicate, and transact directly with the sellers.

1.2. Global Food Partners is the Platform provider. Global Food Partners does not own, control, or manage any egg farms; or sell, deliver, supply, or certify eggs.

1.3. When a buyer purchases or offers to purchase eggs, they are entering into a legal contract directly with the seller. Global Food Partners is not and will not under any circumstances become a party to or other participant in any contractual relationship between a buyer and a seller.

1.4. Furthermore, Global Food Partners is not acting as an agent, employee, or joint venture of either the seller or the buyer, nor is Global Food Partners in a position of authority to resolve any disputes between a buyer and a seller.

1.5. Sellers alone are responsible for the accuracy and completeness of the information they communicate on the Platform ("Listings").

1.6. Global Food Partners has no control over and does not guarantee (i) the quality or safety of eggs sold on the platform, (ii) the truth or accuracy of any Listing descriptions, or (iii) the performance or conduct of any buyer or seller.

1.7. Global Food Partners does not endorse any buyer or seller. Any references to a buyer or seller being "verified" (or similar language) indicates only that the buyer or seller has reported themselves as meeting the relevant criteria for identification purposes and nothing else.

1.8. Any such description or statement as referenced in the previous paragraph 1.7 is not an endorsement, certification, or guarantee by Global Food Partners about any buyer or seller, including but not limited to the buyer's or seller's identity or background or whether the buyer or seller is reliable or suitable.

1.9. Every buyer and seller should always exercise due diligence and care when deciding whether to sell or buy or enter into any agreement with a buyer or seller.

1.10. To promote the Platform and to increase the reach of Listings to potential buyers and/or sellers, your user content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist buyers or sellers who speak different languages, Listings and other buyer and/or seller content may be translated, in whole or in part, into multiple other languages. Global Food Partners cannot guarantee the accuracy or quality of such translations and buyers or sellers are responsible for reviewing and verifying the accuracy of such translations. The Global Food Partners' Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Global Food Partners also disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose, and non-infringement.

1.11. The Global Food Partners' Platform may contain links to third-party websites or resources ("Third-Party Services"). Such Third-Party Services may be subject to different terms and conditions and privacy practices. You are encouraged to familiarize yourself with the terms and conditions of any third-party sites you visit, as they may differ from these Terms. Global Food Partners is not responsible or liable for the availability or accuracy of such

Third-Party Services, the content, products, or services available from such Third-Party Services, or a party's compliance with the Third-Party Services. Links to such Third-Party Services are not an endorsement by Global Food Partners of such Third-Party Services.

1.12. Due to the nature of the Internet, Global Food Partners cannot guarantee the continuous and uninterrupted availability and accessibility of the Global Food Partners' Platform. Global Food Partners may restrict the availability of the Global Food Partners' Platform or certain areas or features thereof, if, at Global Food Partners' discretion, this is necessary in light of capacity limits, the security or integrity of our servers, or to carry out maintenance measures that ensure the proper or improved functioning of the Global Food Partners' Platform.

## **2. Eligibility, Using the Global Food Partners' Platform, and Buyer or Seller Verification**

2.1. In order to register, access, and use the Global Food Partners' Platform, you must be an individual at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country or countries in which you are registered, located, and able to enter into legally binding contracts.

2.2. Prior to or after a Listing is created, Global Food Partners may access or use any data, information or documents provided by a buyer or seller in the context of verifying the information provided, marketing, or other related and lawful purposes. .

2.3. Verification on the Internet is difficult, and we do not assume any responsibility for confirming the identity of any buyers or sellers. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask buyers or sellers to provide a form of government

identification or other information or undertake additional checks designed to help Global Food Partners verify their identities or backgrounds, and/or (ii) screen buyers or sellers against third-party databases (such as background checks or certification bodies), or other sources and request reports from third parties.

2.4. Some aspects of the Global Food Partners' Platform make use of Google Maps/Earth mapping services, including Google Maps API(s). Your use of Google Maps/Earth is subject to the [Google Maps/Google Earth Additional Terms of Service](#).

### **3. Modification of these Terms**

3.1. Global Food Partners reserves the right to change or modify these Terms at any time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Global Food Partners' Platform and update the "Last Updated" date at the bottom of these Terms. We will also provide you with notice of the modifications by email at least thirty (30) days before the date they become effective. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right to terminate the Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Global Food Partners' Platform will constitute acceptance of the revised Terms.

### **4. Account Registration**

4.1. You must register for an account ("Account") to access and use certain features of the Global Food Partners' Platform, such as Listing of farms, supply capabilities, finding sellers, or viewing a seller's profile.

4.2. If you are registering an Account for a business, organization, or other legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms.

4.3. You must provide accurate, current, and complete information during the registration process. If you are a seller you must keep your Platform profile information up to date at all times. Failure to do so can result in ineligibility to use the Platform.

4.4. You may not register more than one (1) Global Food Partners' Platform Account per business or per individual unless Global Food Partners authorizes you to do so in writing. You may not assign or otherwise transfer your Global Food Partners' Account to another party. For operations or businesses across multiple regions or entities, a buyer or seller is permitted to register multiple accounts to reflect each geographical area or separate business entity.

4.5. You are responsible for maintaining the confidentiality and security of your Global Food Partners' Account credentials and may not disclose your credentials to any third party. You must immediately notify Global Food Partners if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Global Food Partners' Account. You agree that you are solely liable for any and all activities conducted through your Global Food Partners' Account, whether or not by you, and failure to abide by any of these terms may result in suspension or termination of your account, as well as any and all remedies available at law and equity.

## **5. Content**

5.1. Global Food Partners may, at its sole discretion, enable a buyer or seller to (i) create, upload, post, send, receive, and store content, such as text, photos, audio, video, or other materials and information on or through the Global Food Partners' Platform ("Buyer or Seller Content"); and (ii) access and view other Buyer or Seller Content and any content Global Food Partners makes available on or through the Global Food Partners' Platform.

5.2. The Global Food Partners' Platform and Buyer or Seller Content may in their entirety or in part be protected by copyright, trademark, and/or other intellectual property laws of the United States and other countries. You acknowledge and agree that the Global Food Partners' Platform, including all associated intellectual property rights, are the exclusive property of Global Food Partners and/or its licensors or authorizing third parties.

5.3. You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Global Food Partners' Platform or Buyer or Seller Content, except to the extent you are the legal owner of certain Buyer or Seller Content or as expressly permitted in this Agreement. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Global Food Partners or its licensors, except for the licenses and rights expressly granted in these Terms.

5.4. By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Buyer or Seller Content on or through the Global Food Partners' Platform, you grant to Global Food Partners a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Buyer or Seller Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Buyer or Seller Content to provide and/or promote the Global

Food Partners' Platform, in any media or platform whether currently in existence or developed at a later date.

5.5. Global Food Partners may offer sellers the option of having professional photographers take photographs of their operations. Such photos will be made available by the photographer to sellers to include in their Listings with or without a watermark or tag bearing the words "Global Food Partners Verified Photo," "Verified Images," or similar wording. You are responsible for ensuring that your operation is accurately represented in the Verified Images and you will stop using the Verified Images on or through the Global Food Partners' Platform if they no longer accurately represent your operations.

5.6. You are solely responsible for all Buyer or Seller Content that you make available on or through the Global Food Partners' Platform. Accordingly, you represent and warrant that you either are the sole and exclusive owner of all Buyer or Seller Content that you make available on or through the Global Food Partners' Platform or you have all rights, licenses, consents, and releases that are necessary to grant to Global Food Partners the rights in and to such Buyer or Seller Content, as contemplated under these Terms generally and paragraph 5.4 specifically.

5.7. You further represent and warrant that neither the Buyer or Seller Content nor your posting, uploading, publication, submission, or transmittal of the Buyer or Seller Content or Global Food Partners' use of the Buyer or Seller Content (or any portion thereof) will infringe, misappropriate, or violate a third-party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.



5.8. You will not post, upload, publish, submit, or transmit any Buyer or Seller Content that is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive.

## **6. Service Fees**

6.1. In consideration for the use of the Global Food Partners' Platform, Global Food Partners shall charge nonrefundable fees to the seller for each Listing on the Platform and to the buyer for accessing the Platform (collectively, "Service Fees"). Global Food Partners reserves the right to change the Service Fees at any time and will provide buyers and sellers reasonable notice of any fee changes before they become effective.

6.2. Global Food Partners at its sole discretion may waive fees for certain buyers or sellers permanently or for a certain period of time.

6.3. You may pay your Service Fees through any of the methods as may be made available on the Platform or as otherwise permitted by Global Food Partners.

## **7. Terms specific for Sellers**

7.1 When creating a Listing through the Global Food Partners' Platform you must provide complete and accurate information about your farm or operation, the scale of your operations, geographical areas where you can supply eggs, certification, training, years of operation, etc. and provide any other pertinent information requested by Global Food Partners.

7.2 You are solely responsible for setting a price (including any taxes or delivery fees, if applicable) for eggs. The price may be negotiated between the seller and buyer. Global Food Partners is not involved in any way in price determination or any other commercial or other contractual matters with the buyer or seller.

7.3. Pictures, animations, or videos (collectively, “Images”) used in your Listings must accurately reflect the condition of your farm. Global Food Partners reserves the right to require that Listings have a minimum number of Images of a certain format, size, and resolution.

7.4. The placement and ranking of Listings in search results on the Global Food Partners’ Platform may vary and depend on a variety of factors such as buyer search parameters and preferences. Global Food Partners plays no role and accepts no responsibility whatsoever for placement and ranking of Listings in search results.

7.5. Global Food Partners may, at its discretion, offer priority Listing at an extra cost to get top placement for increased visibility for your Listings. You acknowledge and agree that your priority Listings may rise and fall in priority in relation to other sellers’ Listings. Global Food Partners does not represent or warrant that any Listing placed in Priority will lead to an offer and by extension, sale, or that a priority Listing will be maintained for any set length of time.

## **8. Terms specific for Buyers**

8.1. Subject to meeting any requirements (such as completing any verification processes) set by Global Food Partners, buyers may search, browse, view, and download a seller’s details.

8.2. Global Food Partners will provide the contact details of the seller’s operations as provided by the seller and it is the buyer’s responsibility to communicate with the seller and negotiate any commercial or other contracts.

8.3. You specifically acknowledge that Global Food Partners is not acting as either the seller or your agent. There is no agent-principal, employee–

employer, or joint venture relationship between Global Food Partners and any buyer or seller.

## **9. Limitation of Liability**

9.1. You acknowledge and agree that your only right and remedy with respect to any problems or dissatisfaction with the Global Food Partners' Platform or these Terms is to terminate your account and discontinue any use of the Platform.

9.2. In the event of any dispute involving the rights and obligations of Global Food Partners and any party to this Agreement, the damages recoverable by the Party are expressly limited to the amount paid by the Party for the use of Global Food Partners' Platform services. You explicitly agree to this and agree that you are not entitled to any incidental, consequential, punitive, or other form of damages beyond the fees you already paid for use of the Platform.

9.3. You explicitly agree to fully indemnify and hold Global Food Partners harmless from any loss, claim, suit, or liability arising out of or related in any way to your use of the Platform.

9.4. You hereby agree that by using the Global Food Partners' Platform, you assume, fully and without limitation, any and all risk to you or your business involving financial, reputational, or other harm.

## **10. Governing Law and Jurisdiction**

You hereby agree that the laws of Singapore shall govern these Terms and this Agreement, regardless of conflicts of laws principles, and that the courts of Singapore shall have sole jurisdiction over any disputes arising out of or in connection with Global Food Partners' Platform, Sites, or these Terms.

## **11. General Provisions**

11.1. Except as they may be supplemented by additional terms and conditions, at Global Food Partners' sole discretion, these Terms constitute the entire Agreement between Global Food Partners and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Global Food Partners and you in relation to the access to and use of the Global Food Partners' Platform.

11.2. No joint venture, partnership, employment, or agency relationship exists between you and Global Food Partners as a result of this Agreement or your use of the Global Food Partners Platform.

11.3. These Terms do not and are not intended to confer any rights or remedies upon any person other than the Parties, as set forth in these Terms.

11.4. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

11.5. Global Food Partners' failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

11.6. You may not assign, transfer, or delegate this Agreement and your rights and obligations hereunder without Global Food Partners' prior written consent. Global Food Partners may without restriction assign, transfer, or delegate this Agreement and any rights and obligations hereunder, at its

sole discretion, with 30 days prior notice. Your right to terminate this Agreement at any time remains unaffected.

11.7. Unless specified otherwise, any notices or other communications to buyers or sellers as permitted or required under this Agreement will be provided electronically and given by Global Food Partners via email, Global Food Partners' Platform notification, or messaging service (including SMS, WhatsApp and WeChat).