

Crowdfarming is a production model for agriculture, bee-keeping, livestock and fishing which promotes direct contact between producers and consumers, enabling the first to plan their harvest and the latter to benefit from complete transparency on the origin of the food they consume and the way it is produced. The communication on our website is very personal. However, our lawyers are more formal than we are and convinced us that this contract should be written in a more official tone.

TERMS OF USE AND PURCHASE CONDITIONS www.crowdfarming.com

1. INTRODUCTION

The present Terms and Conditions (together with any document herein mentioned) sets forth the conditions governing the use of and the purchase of products through this website (www.crowdfarming.com); hereinafter, the “Conditions”. Please read these Conditions, our Cookies and Privacy Policies (together the “Data Protection Policies”) carefully prior to using this website. By using this website or placing an order through it, you are consenting to accept these Conditions and our data protection policies. If you do not agree to all the Conditions and data protection policies, you should not use this website.

Unless otherwise indicated, purchases made on this website will consist of products (or harvest) and rights to some detailed services (attribution of a production unit, receipt of its picture etc.). These purchases will be regulated by the [“Crowdfarming Contract”](#) which includes special conditions suited for this model.

You may send us any question related to our Crowdfarming Contract, Conditions and Data Protection Policies through any of our contact channels.

The English version of these Terms and Conditions is a translation of the Spanish version made by the Crowdfarming team. Please note that it is only informative. Therefore, in case of conflict, the Spanish version is the only legally valid version.

2. OUR DETAILS

The sale of products through this website is carried out under the name of Crowdfarming by CROWDFARMING, SL., a Spanish company with registered offices for the purposes of notifications at calle de Vallehermoso 59, 28015 Madrid with VAT number (N.I.F.) B87952651 and email address hello@crowdfarming.com.

3. COPYRIGHT, AUTHOR’S RIGHTS AND DATABASE RIGHTS

All content included in or made available through the Crowdfarming website, such as text, graphics, logos, button icons, images, audio clips, digital downloads and data compilations is the property of Crowdfarming or its content suppliers and is protected by international copyright, authors' rights and database right laws. The compilation of all content included in or made

available through this website is the exclusive property of Crowdfarming and is protected by Spanish and international copyright and database right laws.

You may not extract and/or re-utilise parts of the content of Crowdfarming without our express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation any substantial parts of the content of Crowdfarming, without our express written consent. You may also not create and/or publish your own database that features substantial parts of Crowdfarming (e.g. our prices and product listings) without our express written consent.

4. TRADEMARKS

Crowdfarming is a registered trademark property of CROWDFARMING SL. In addition, graphics, logos, page headers, button icons, scripts, and service names included in or made available through the Crowdfarming website are trademarks or trade dress of Crowdfarming. Crowdfarming's trademarks and trade dress may not be used in connection with any product or service that is not Crowdfarming's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Crowdfarming. All other trademarks not owned by Crowdfarming that appear or are available on the Crowdfarming website are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Crowdfarming.

5. YOUR DETAILS AND YOUR VISITS TO THIS WEBSITE

The information or personal details that you provide us with are processed according to the Data Protection Policies. By using this website, you are consenting to the processing of such information and details and you affirm that all information or details you have provided us with are true and accurate.

If you use the Crowdfarming website you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and devices, and to the extent permitted by applicable law you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner.

We reserve the right to refuse service, terminate accounts or remove or edit content if you are in breach of applicable laws, these Conditions or any other applicable terms and conditions, guidelines or policies.

6. REVIEWS, COMMENTS, COMMUNICATIONS AND OTHER CONTENT

Users of the Crowdfarming website may post reviews, comments and other content; send communications; and submit suggestions, ideas, comments, questions or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any content. We reserve the right to remove or edit such content. If you believe that any content on Crowdfarming contains a defamatory statement, or that your intellectual property rights are being infringed by an item or information available on the Crowdfarming website, please notify us by sending an email to the address hello@crowdfarming.com submitting the information you consider necessary to prove the infringement.

If you post content or submit material, and unless we indicate otherwise, you grant: (a) Crowdfarming a non-exclusive, royalty-free and fully sublicensable and transferable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media; and (b) Crowdfarming, its sublicensees and transferees the right to use the name that you submit in connection with such content, if they choose. No moral rights are assigned under this provision.

You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. You agree to perform all further acts necessary to perfect any of the above rights granted by you to Crowdfarming including the execution of deeds and documents, at our request.

You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is posted: (i) the content and material is accurate; and (ii) use of the content and material you supply does not breach any applicable policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify Crowdfarming for all claims brought by a third party against Crowdfarming arising out of or in connection with the content and material you supply.

7. OTHER BUSINESS

In addition to Crowdfarming, parties other than Crowdfarming edit content and offer their products on the Crowdfarming website. In addition, we provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any of these businesses or individuals or the content of their websites. Crowdfarming does not assume any responsibility or liability for the actions, product, and content of all of these or any other third parties. You can tell when a third party is involved in your transactions, and we may share your information related to those transactions with that third party. You should carefully review their privacy statements and other conditions of use.

8. CROWDFARMING'S ROLE

Crowdfarming allows third party sellers (the producers) to list and sell their products (or harvest) on the Crowdfarming website. While Crowdfarming helps facilitate transactions that are carried out on the Crowdfarming website, Crowdfarming is neither the buyer nor the seller of the seller's items. Crowdfarming provides a venue for sellers and buyers to inform themselves, complete transactions and meet their particular obligations. Accordingly, the contract formed at the completion of a sale for these third party products is solely between buyer and seller. Crowdfarming is not a party to this contract nor assumes any responsibility arising out of or in connection with it nor is it the seller's agent. The seller is responsible for the sale of the products and for dealing with any buyer claims or any other issue arising out of or in connection with the contract between the buyer and seller. Nonetheless, because Crowdfarming wants the buyer to have a safe buying experience, Crowdfarming guarantees any right the buyer may have by contractual or legal provision.

9. USE OF OUR WEBSITE

By using this website and/or by placing any order through it, you consent:

- i. To use this website exclusively to make legitimate enquiries or orders.
- ii. Not to make any speculative, false or fraudulent orders. If we reasonably consider that such an order has been made, we are entitled to cancel the order and inform the competent authorities.
- iii. To provide correct and accurate email, postal address and/or other contact details and acknowledge that we may use these details to contact you if necessary (see our Data Protection Policies). If you do not give us all of the information that we need, we will not be able to complete your order.

By placing an order through this website, you warrant that you are at least 18 years old and are capable of entering into legally binding contracts.

10. SERVICE AVAILABILITY

Items offered on this website are only available for delivery to a list of defined countries that you will be able to select during the purchasing process.

11. TO PLACE AN ORDER

To place an order, you must follow the online purchasing process and make the payment for the items you have selected. After this, you will receive an email from us confirming that your order has been submitted (the "Order Confirmation").

12. TECHNICAL MEANS TO CORRECT ERRORS

In case you detect an error in your personal details when registering as a new user of this website, you will be able to correct it in the section “My account” .

In any case, you will be able to correct any error related to personal details registered during the purchasing process by contacting us through the email address hello@crowdfarming.com. You can also exercise your right of rectification as considered in our Privacy Policy using the same email address.

This website presents confirmation windows at various sections of the purchasing process in order to prevent proceeding with the order if data in these sections have been provided incorrectly. Furthermore, this website gives details on all items you added to your shopping basket during the purchasing process in order to enable you to modify the order details before making the payment.

If you detect an error in your order after having completed the payment process, you should contact us immediately by writing an email to the address previously mentioned to rectify the error.

13. AVAILABILITY OF PRODUCTS

All orders are subject to availability of products. Third parties sellers (producers) may face issues regarding the harvest or product delivery. In the event the third party seller (producer) could not fulfill his/her commitments, we will reimburse you with the amount you have paid for.

Third parties sellers (producers) cultivate products which vary depending on the year and season. The current offer is available on the Crowdfarming website and can be modified at any time without any prior notice.

14. DELIVERY

Unless otherwise stated, Crowdfarming will coordinate shipments from third party sellers (producers) to the address you will have indicated us when making the order.

The delivery date stated at the moment you make the order is indicative and will depend on whether the third party seller (producer) is able to prepare the orders on time. As orders contain food products, it is highly probable that natural factors may modify this delivery date. The delivery date cannot be considered a contractual commitment.

For the purpose of these Conditions, “delivery” or “delivered” shall be deemed to have occurred when you or a third party nominated by you acquires physical possession of the products, which will be endorsed by the signing of the receipt confirmation at the agreed shipping address.

Once the third party seller has prepared all orders, shipping times may also vary due to factors beyond our control (e.g. rain, mist, wind or any other weather conditions and non-weather conditions which can delay the courier) which can lead to relevant delays in shipment and which

will not constitute justification for penalization or for holding Crowdfarming civilly liable on contractual and non-contractual grounds.

Furthermore, we may cancel any order you made if there are objective conditions that impede the preparation and shipment within reasonable time. You will be notified of this sudden impossibility by email. In such a case, you will be entitled to have the order prepared and sent out at a later time without additional costs.

Third party sellers (producers) and Crowdfarming will use the most suited transport company for the shipment of your order. These transport service providers are integrated into our systems and adapt to the schedule of third party sellers (producers) for preparing orders. For this reason, we do not accept delivery through any other courier that you may hire, even if it belongs to the same transport company as the one we are using. We will also be entitled to changing the courier at any time and without prior notice.

Upon delivery, you or the person receiving the order at the address indicated during the purchasing process must not sign the delivery receipt ("Proof Of Delivery" or "POD") before verifying that the boxes, pallets or packaging are closed, have not been previously opened and that no box is missing from the order. In case boxes or pallets are missing, or if one has already been opened, please report the nonconformity to the courier in detail and keep a copy of the nonconformity statement with the record of the incidence, communicating the issue immediately to Crowdfarming via the following email address: hello@crowdfarming.com attaching photographs of the nonconformity statement and of the shipment's condition. The goods shall be preserved in the same condition in which they were received (i.e. neither open nor consumed) until a written notification is received from Crowdfarming detailing how you should proceed.

If you sign the delivery receipt without stating its nonconformity in the Proof of Delivery, we will not accept claims with regards to manifest defects.

If you receive a delivery without manifest defects, but products turn out to be unsuitable for consumption, that is with hidden defects, you will have to report this incident as soon as possible (and always in less than 14 days following the delivery) to Crowdfarming via the following email address: hello@crowdfarming.com attaching photographs of the products and explaining your claim in detail.

15. UNABLE TO DELIVER

If we are unable to deliver your order, we will try to find a safe place to store it. If we are not able to find a safe place, your order will be sent to the warehouse of the courier.

If you cannot be at the delivery address at the agreed time, please contact the shipping company to fix a new delivery date. If, due to reasons not attributable to us, your order has not been delivered 15 days after you order was ready to be delivered, we will assume you wish to withdraw from the contract and will be considered terminated. As a result of the termination of the contract, products which will expire in less than 1 year will be given to a non-profit organization. Products which expire in more than 1 year will be returned to the third party seller (producer) and can be sent again if you call for it during the first 3 months. Personalized and food products cannot be refunded.

Please note that additional transport costs may result from the termination of the contract which we are authorized to charge you with.

16. RISK AND TITLE

The products will be at your risk from the moment of delivery onwards.

Ownership of the products will only pass to you when we receive full payment of all sums due in respect of the products, including delivery charges, or upon the time of delivery (as defined in clause 14), whichever is later.

17. PRICE AND PAYMENT

Final prices will depend on the country you choose for shipment of the products. All final prices displayed on this website include legally applicable taxes (VAT) and transport.

The prices, indicated on the website, may be modified at any time without prior notice but (except as set out above) the possible changes will not impact orders which already received an Order Confirmation.

Once you have selected all items you wish to purchase, they will be added to your basket and in the next step, the order will be processed and the payment made. To do this, you must follow the steps of the purchase process, completing and verifying the information requested at each step. Throughout the purchase process, before the final payment, you can modify the details of your order.

The price of the purchased products will be charged immediately after you click on "Pay". To be able to charge you, we will request your payment information, either for your credit card or direct debit. During the payment process you can link the chosen payment method to your account to simplify the process for your next orders.

By clicking on "Pay" you confirm that the credit card or the bank account is yours and that you are their legitimate holder.

To minimise the possibility of unauthorised access, your credit card details and IBAN will be encrypted. Credit cards and IBAN are subject to validation checks and authorisation from the issuer entity. If your issuer entity fails to authorise the payment to us, we will not be liable for any delay or non-delivery and may not be able to form a contract with you.

18. INVOICING

We will by default consider that you are a natural person. When you finalize the purchasing process, we will issue a simplified invoice with the corresponding VAT for each product. In case you are placing the order in the name of a company or a legal person, you can request modification of the invoice once the order is finalized by writing us an email to hello@crowdfarming.com providing the following information:

- Corporate name
- Tax identification number
- Invoicing address: address, postal codes, locality, municipality, country

You explicitly authorize us to issue an invoice in an electronic form, although at any time you can request an invoice on paper which we will then issue and send to you.

19. RETURN POLICY

19.1 Legal right to withdraw from your order

Right of withdrawal

As established in article 102 and in line with the Royal Legislative Decree 1/2007, of November 16th, approving the revised text of the General Law for the Protection of Consumers and Users and other supplementary laws, in the case of orders which include perishable products, you cannot request a withdrawal from the purchasing contract nor any refund for the amount paid.

In the case of an order with non-perishable products, you are entitled to fourteen (14) calendar days after receipt of the order to request withdrawal from the purchasing contract and the reimbursement of the amount paid for the products which have not been consumed.

To exercise your right of withdrawal, you must notify CROWDFARMING of your decision to withdraw from the contract through a clear statement (e.g. a letter sent by postal mail or an email):

- Postal address for notifications purposes: CROWDFARMING S.L., calle de Vallehermoso 59, 28015 Madrid, Spain.
- Email address for notifications purposes: hello@[crowdfarming.com](mailto:hello@crowdfarming.com)

To meet the withdrawal deadline, it is sufficient for you to let us know about your decision to withdraw from your order, before the withdrawal period expires.

Until the selling party receives the product, we cannot assume its ownership. We reserve the right, at our sole discretion, to reimburse the purchase price without requesting its return. In such a case, the ownership of the reimbursed product will not be transferred to the selling party.

Effects of withdrawal

We will refund the payment received from you for non-perishable products which were returned in time and in good shape. We will use the same means of payment that you used to pay for your order.

In the case of mixed orders, that is to say orders which include perishable and non-perishable products, we will apply to each product type the corresponding withdrawal clause depending on each product's proportion within the order.

You must return the products or hand them over to the selling party or request on our website the return through a courier without unjustified delay and in any event no later than fourteen (14) calendar days from the day on which we are informed about your decision to withdraw

from the contract. The deadline will be considered to be met if the products are returned before said deadline.

19.2. Exceptions to the right of withdrawal

Because of the use of ecological farming techniques, products coming from agriculture, horticulture, livestock or fishing may vary substantially in their organoleptic characteristics, primarily in their appearance, colour, odour and flavour. These properties cannot be considered reasons for returns.

The withdrawal right does not apply to the delivery of:

- Personalized products: product which have been personalized with the name you chose unless the product was damaged or defective when delivered;
- Products which cannot be returned because of hygiene and health protection reasons if unsealed after its delivery (for example olive oil) or if they were, after the delivery, inseparably mixed with other products;
- Products which can deteriorate or expire rapidly (for example perishable food or products or subject to an expiration date less than a year).

19.3. Our voluntary return warranty

In addition to the withdrawal right legally recognized by consumers and users and mentioned in the previous clause 19.1, if you consider that part of the perishable products you received are not meeting normal consumption conditions, you must inform us in writing (via the email address hello@crowdfarming.com) within the first 48 hours of receipt of the box providing photos of the products in bad shape inside the original box. Our team will contact you to understand the reason why the products are not meeting normal consumption conditions and offer a solution.

Return through courier

You must contact us through our section RETURNS to organize the recollection of the product at your home. You must provide the goods in the same package as the one you received.

If you do not wish to return the products through one of our free available options, you will need to bear the costs for returning those products to us. Please, bear in mind that if you decide to return the items through unpaid postage we will charge you for all incurred expenses.

After examining the product we will let you know whether you are entitled to reimbursement of the paid amount. Reimbursement of shipping costs of products which are not included in the exceptions mentioned in 19.2 will only take place if the right of withdrawal is exercised within the legal deadline and if all products of the corresponding order have been returned. Reimbursement will be carried out as soon as possible and, in any case, within 14 days after the date you informed us of your intention to withdraw. Nonetheless, we may withhold the reimbursement until the final receipt of the goods or until we receive a proof of the return of the goods, whichever is the earliest. Reimbursement will take place using the same means of payment that you used to pay your order. You will accept the cost and risk of returning the products, as mentioned previously. Should you have any doubt, you can contact us through our contact channels.

This does not affect your statutory rights of the current legislation.

20. VISITS AT THE SELLERS' PREMISES

The sellers' premises are not usually open to the public. If you own a Crowdfarming product you can come and visit it by arranging an appointment through the [following contact form](#) from your private account. Crowdfarming only offers a tool (a calendar) to organize visits according to the dates the producer marks as available. We cannot guarantee the producer will be available on those dates. We recommend you not to show up at the producer's premises without having received a written confirmation from the producer (seller).

We suggest to the producers that the visits of owners of a production unit in their premises be a free service. We do not take part in any way in these visits. For any issue regarding visits we recommend you to directly contact the producer.

21. LIABILITY AND EXEMPTIONS

Unless expressly set out otherwise in the present Conditions, our liability in connection with any product acquired on our website will be strictly limited to the purchase price of that product. Nonetheless, and unless otherwise stipulated by law, we will not take any responsibility for the following losses, irrespective of their origins:

- loss of income or sales;
- business losses;
- loss of profit or contracts;
- loss of planned savings;
- loss of data; and
- loss of management time or work hours.

Due to the open nature of this website and to the possibility that errors may happen in storage or in the transmission of digital information, we do not guarantee the accuracy and security of information exchanged or obtained through this website unless expressly stated otherwise on it.

22. VIRUSES, PIRACY AND OTHER CYBER ATTACKS

You may not misuse this website by knowingly introducing viruses, Trojans, worms, logic bombs or any other technologically harmful or malicious software or material. You will not seek to have unauthorized access to this website, to the server which hosts this website or to any other server, computer or database related to our website. You commit not to attack this website via a denial-of-service attacks or a distributed denial-of-service attacks. The breach of this term goes along with the commission of infringements under the applicable legislation. We will report any such breach to said legislation to the relevant authorities and we will co-operate with them to disclose the identity of the hacker. Likewise, in the event of such a breach, your right to use this website will cease immediately. We accept no liability for any loss or damage resulting from any

denial-of-service attack, virus or any other software or material which is technologically malicious or harmful to your computer, its equipment, data or material resulting from the use of this website or from downloading the contents thereof or of such contents to which this website redirects.

23. LINKS FROM OUR WEBSITE

We may have links from our website to other websites and third party materials; such links are provided exclusively for information purposes and we do not have any control whatsoever over the contents of such websites and materials. Consequently, we accept no liability whatsoever for any loss or damage which may arise from the use of such links.

24. WRITTEN COMMUNICATION

Applicable regulations require that some of the information or communication we send to you should be in writing. By using our website, you accept that most of said communication with us will be electronic. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notifications, information and other communication that we provide to you electronically comply with the legal requirements and must be in writing. This condition does not affect your statutory rights.

25. NOTIFICATIONS

All notifications should be sent to us via email to hello[@crowdfarming.com](mailto:hello@crowdfarming.com). As provided for in the previous clause and unless agreed otherwise, we may give notice to you via email or postal address you provide to us when placing an order. It will be understood that notifications have been received and properly served immediately when posted on our website, 24 hours after an email was sent, or three days after the date of posting of any letter. In order to prove that notifications were sent, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and duly placed in the post or in a mailbox, and in the case of an email that such email was sent to the specified email address of the recipient.

26. TRANSFER OF RIGHTS AND OBLIGATIONS

The contract binding for both you and us as well as for our respective successors and assigns. You may not transmit, assign, hand over or otherwise transfer the contract, or any of the rights or obligations derived from it, without our prior written consent. We may transmit, assign, hand over, sub-contract or otherwise transfer the contract, or any of the rights or obligations derived from it, at any time during the term of the contract. To avoid any doubt, any such transmissions, assignments, hand-overs or other transfers will neither affect your statutory rights as a

consumer nor cancel, reduce or otherwise limit any warranty, whether expressed or implied, which may have been provided to you by us.

27. EVENTS BEYOND OUR CONTROL

We will not be responsible for any non-compliance, or delay in performance of any of the obligations undertaken, when such were caused by events beyond our reasonable control ("Events of force majeure"). Events of force majeure include any act, event, non-happening, omission or accident beyond our reasonable control and among others, the following:

- Strikes, lockouts or other industrial action.
- Civil commotion, riot, invasion, terrorist threat or attack, war (whether declared or not) or threat or preparation for war.
- Fire, explosion, storm, flood, earthquake, collapse, epidemic or any other natural disaster.
- Impossibility of the use of railways, ships, aircraft, motor transport or other means of public or private transport.
- Impossibility of the use of public or private telecommunications systems.
- Acts, decrees, legislation, regulations or restrictions through any government or public authority.
- Any shipping, postal or other relevant transport strike, failure or accidents.
- Any kind of system hacking.

Our obligations under any contract is deemed to be suspended for the period that any event beyond our reasonable control continues, and we will have an extension of time for said obligation for the duration of that period. All reasonable means will be provided by us to finalize the events of force majeure or to find a solution which allows us to meet our obligations despite the events of force majeure.

28. WAIVER

If we fail, at any time during the term of the contract, to insist upon strict performance of any of your obligations under the contract or any of these Conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies nor shall it relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default arising from the contract or the Conditions. No waiver by us of any of these Conditions or of the rights or remedies derived from a contract will take effect, unless it is expressly stated to be a waiver and is communicated to you in writing as set out in the paragraph on notifications above.

29. SEVERABILITY

If any of these Conditions or any provisions of the contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or

provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law without being affected by said declaration of invalidity.

30. ENTIRE AGREEMENT

These Conditions and any document expressly referred to herein represent the entire agreement between you and us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

Both you and us acknowledge that, in entering into a contract, neither you nor us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between you and us prior to such contract except as expressly stated in these Terms.

Neither you nor us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

31. OUR RIGHT TO VARY THESE CONDITIONS

We reserve the right to amend these Terms and Conditions. We will inform you of consequent changes. Changes are not of a retroactive nature and, except for potential exceptions in some concrete cases, they will apply 30 days after their publication in the corresponding message. If you do not agree with the changes, we recommend to not use our website.

32. UNDERAGE STATUS

Natural persons under the age of 18 years, and generally any other person that does not have full legal capacity, must request and obtain the express authorization of the person with parental authority, guardianship or curatorship, among others the parents, guardians or legal representatives in order to buy products from this website.

In the case of contract without authorization from the legal representatives, we will presume the capacity of the incapable or minor sufficient for the purchase of products on this website in accordance with the customs and the jurisprudence for that purpose, as well as the type of purchased product - edible foods, that are characterized by their low value -, governed by said contract through these clauses.

In the case of a request to cancel the contract, and not being possible for any of the parties to withdraw from the contract without costs, as well as if any civil damage or responsibility arising from the execution of this contract, the burden of proof of the lack of capacity will be placed on those who legally represent the contractors or those persons, who base their claims under the premise of an alleged lack of capacity.

33. LAW AND JURISDICTION

The use of our website and the contracts for the purchase of items through said website will be governed by Spanish law. Any dispute arising from, or related to the use of this website or to such contracts shall be subject to the non-exclusive jurisdiction of the Spanish courts and tribunals in Madrid. If you are contracting as a consumer, nothing in this clause will affect your statutory rights as such.

34. COMMENTS, SUGGESTIONS, CLAIMS AND COMPLAINTS

We welcome your comments and feedback. Please send us all feedback and comments, as well as any claims and complaints through any of our means of contact or by the postal address or the email indicated in clause 2 of the present Conditions. Moreover, we have official claim forms available to consumers and users. You can request them through any of our contact means. Your complaints and claims to our customer service will be dealt with as quickly as possible, and always within the maximum term provided by the law for this purpose. If you as a consumer consider your rights have been infringed, you can send your complaints through an email to hello@crowdfarming.com with the aim of requesting an out-of-court settlement of the dispute. Accordingly, if you purchased from us online through our website, as per the regulation Nº 524/2013 of the EU, we inform you that you are entitled to settle the consumer dispute with us out-of-court, through the EU platform for online dispute resolution which is available at <http://ec.europa.eu/consumers/odr/>.