



Aviapp® Terms of Use

(Software program and mobile application for iOS, Android and Windows)

Please review the following terms carefully because they represent a legal agreement between you and/or the company represented by you and Huvepharma EOOD, a limited liability company duly incorporated and existing under the laws of the Republic of Bulgaria, with Unified Identity Code (UIC) 203631745, having its seat and registered address at 3a, Nikolay Haytov Str., 5th floor, 1113 Sofia, Bulgaria ("Huvepharma") with respect to Aviapp®.

The terms shall be enforced once you click on the button "Create Aviapp Account". That means that you have read all the content, understood it and agreed to be bound by it. You are not permitted to use Aviapp® unless and until you accept the present Terms of Use and our Privacy Policy. These Terms of Use shall govern any updates provided by Huvepharma that replace and/or supplement the original.

Huvepharma respects your privacy. Please refer to our Privacy Policy which explains how we process all data and information that pertains to your privacy. When you access or use Aviapp®, you agree not only to these Terms of Use, but also to the Privacy Policy.

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We claim no intellectual property rights over the data and information you provide to Aviapp®.

Huvepharma reserves the right at any time and from time to time to amend or withdraw Aviapp® (or any part thereof), temporarily or permanently, in accordance with these Terms of Use, for any reason, with or without notice.

1. About Aviapp®

The avian performance platform, Aviapp®, has been developed by Huvepharma to offer its customers a user-friendly, objective data management system to monitor and evaluate health and performance parameters at your company over time.

Aviapp® offers the opportunity to map out a whole set of health and performance parameters.



Depending on your preferences, you will be able to customise your modules of interest.

With Aviapp®, users will be able to:

- Enter information about health parameters (see the Aviapp® guide for which parameters are available and each scoring methodology)
- Enter production data such as daily data, average data, flock information or slaughterhouse data
- Access session reports with pre-loaded data tables and quick charts or dashboards
- Create user-specific graphs of specified queries
- Export data sets of specified queries
- Benchmark health data with the industry (valid only for expert users)

2. Aviapp® users – basic requirements

In order to access and use Aviapp® you need to be at least 18 years old and to have full legal capacity to complete such contractual action without need for any additional approvals or consents. In cases under Section 3 below, you have to be authorised to act as a company's representative with respect to the subject matter.

There are two types of users:

- **Company users:** Aviapp® can only be used within one company. No exchange of information outside the company is possible. Company users are able to create farms, register data, do scoring, and draw reports and graphs within their company dataset. Within one company, users can exchange information between each other.
- **Expert users:** these are advanced users who, in addition to the functionalities of Company users, have the opportunity to benchmark their data with the data of other users from different countries and regions. Expert users are required to follow the Aviapp® scoring system – see the Aviapp® guide for details.

Expert users agree to share their dataset anonymously for benchmarking purposes only. Expert users can access their company dataset and can compare it with the global Aviapp® dataset. Benchmarks for any parameter will only be generated and shown as an average provided that inputs are available from a minimum of three different Expert users in each country or period. The company name or any other details will never be exposed to other users outside your company. The pooling of data and creation of benchmarks happens under strict confidentiality.

Company users can at any time 'upgrade' their accounts to Expert.

3. Sharing of user content

A company login has to be requested and can be accepted or rejected as controlled by Huvepharma. The latter reserves the right to refuse service to anyone for any reason and with no need to provide explanations.

Prior to using Aviapp®, each company authorised representative has to create the company account and an 'admin' account ("**Admin0**"). Therefore, he/she has to first fill in the company information including name, company number, official address, email and telephone number, and secondly his/her personal data, and to proceed by clicking on the button "APPLY YOUR COMPANY ACCOUNT ACCESS". Upon receiving the necessary invitation via email and setting his/her password, he/she has to accept this document and the Aviapp® Privacy Policy by clicking on the button "SEND". Once this account has been created, the company's authorised representative has to create the Client structure and may create separate logins for its employees under the company's account as additional member users ("admins, users, supervisors and/or caretakers").

There are two optional tick boxes, described in below for more detail, for your company to grant permission to Huvepharma to access the data stored in Aviapp® at company level and to generate confidential detailed reports, benchmarks and analyses that evaluate the company's performance or to provide technical / IT support (hereafter called "**Purpose**"). As this data by nature represents confidential information, Huvepharma needs your company's permission. This can only be given by the authorised representative of the respective company. There are two optional tick boxes for your company to grant permission to Huvepharma to access the data stored in Aviapp at company level.

1. Share data for analytical support: To allow Huvepharma to generate confidential detailed reports, benchmarks and analyses for evaluation of the company's performance.
2. Share data for technical IT support: To allow Huvepharma access to client data for IT service and technical assistance enabling faster and more specific help with reported technical questions or issues.

In both cases, Huvepharma hereby agrees to keep your company's confidential information secret and to disclose it only to persons having a reasonable need to know such information in relation to the Purpose, and not to use it for other purposes whatsoever.

As a company's representative you hereby agree and acknowledge that all information and data uploaded into Aviapp® (i) is not false or inaccurate; (ii) is rightfully in your possession or known by you or other uses added by you; (iii) is not disclosed in breach of any other obligation of confidentiality to third parties.

4. Before using Aviapp®

To install Aviapp®:

- Go to the web-based application of Aviapp® on your PC or laptop (no downloading or installing needed – it is web-based): <http://aviapp.huvepharma.com>.
- Optional alternative: the mobile application (for tablets) for Aviapp® can be downloaded from the app store (for iOS), Google Play (for Android), or from the Windows app store for Windows 10.

Although the scoring functionalities are available offline, the use of Aviapp® requires internet access. You hereby acknowledge that Aviapp® is provided over the internet and mobile networks and so its quality and availability may be affected by factors outside Huvepharma's reasonable control. Your account password may only be used by you – a single login shared by multiple people is not permitted. Each user is responsible for maintaining the security of his/her account and password. You must notify us immediately of any breach of security or unauthorised use of your account. Huvepharma cannot and shall not be liable or responsible for any losses or damage from your failure to comply with this security obligation.

5. Warning to users

You may not rent, lease, lend, sell, redistribute or sublicense Aviapp®. You may not copy, decompile, reverse engineer, disassemble, interfere with or disrupt the integrity, availability or performance of Aviapp® or third-party systems, attempt to gain unauthorised access to Aviapp® or other related systems or networks, or attempt to derive the source code, modify, or create derivative works of Aviapp®, any updates, or any part thereof. Any attempt to do so is a violation of the rights of Huvepharma. If you breach the above restrictions, you may be subject to prosecution and damages.

You may not use Aviapp® for any illegal or unauthorised purpose. When using Aviapp®, you must not violate any laws in your jurisdiction including but not limited to copyright law, and must not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws (such as EU Directive 2002/58/EC), and (ii) send or load any worms or viruses, time bombs, Trojan horses and other harmful or malware, malicious code, files scripts, agents or programs, or any other codes of a destructive nature.

Huvepharma may, but has no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, false, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

With respect to content submitted or made available for editing by other users of Aviapp®, the uploading of such content shall be deemed and considered as licence to use, distribute, reproduce, modify, adapt, publicly perform and publicly display by others. Such license shall be terminated only upon removal of such content (either by the user or by the company that you are working for, or by Huvepharma).

If you become aware of misuse of Aviapp® by any person, please contact us by email at aviapp@huvepharma.com.

6. Data control, downgrading of Expert users

Each user shall be solely responsible for the content that he/she sends, uploads, stores or otherwise makes available via Aviapp®. Huvepharma will be acting as a passive conduit for the users' content. Nevertheless, Huvepharma reserves the right to remove any Expert user's content from Aviapp® at its sole discretion for any reason, and without having to provide explanation.

In case an Expert user uploads data that doesn't comply with the Aviapp® scoring system, then the Expert user can be downgraded for a certain period of time or permanently to a Company user. If this is the case, you can still continue using Aviapp® as a Company user for an unlimited period of time, and the data which has been excluded from the benchmarking model will remain available to you and accessible to other users from your company.

In no cases will Huvepharma interfere in your data management at Company user level.

7. Indemnity

You agree to defend, indemnify and hold harmless Huvepharma, its affiliated companies, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to Aviapp®; (ii) your violation of any term of these Terms of Use, especially your obligation not to provide false or inaccurate information; (iii) your violation of any third party right, including without limitation any copyright, property or privacy right; or (iv) any claim that your user content caused damage to a third party.

8. Termination

Your rights under the Terms of Use may be automatically terminated without any notice from Huvepharma if you fail to comply with any of the terms and conditions provided herein. Such termination may result in a deactivation or deletion of your account or your access to your account, and the forfeiture and relinquishment of

all content in your account. Upon termination of the present Terms of Use, you have to cease any and all use of Aviapp® and destroy all copies of it.

If you would like to terminate the usage of your Aviapp® account under the Terms of Use, the Admin0 of your company has to send a request to aviapp@huvepharma.com.

After receiving confirmation from a legal representative from your company, all access to the account on the platform will be blocked instantly. After 30 working days, we will irreversibly remove the company account from the Aviapp® platform. This will result in:

- permanent deletion of all data and content in your account on the platform
- permanent deletion or deactivation of access to your account

These actions are irreversible, and all deleted data will be permanently lost.

To delete the personal information of each user, we refer to the Privacy Policy statement.

9. Acknowledgement, warranty disclaimers and limitation of liability

You hereby agree to use Aviapp®:

- at your sole risk
- not to provide false or inaccurate information
- not to use the service for any unlawful purpose or for the promotion of illegal activities
- not to use another user's account
- not to make any automated use of the system or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure
- not to bypass any robot exclusion headers or other measures we take to restrict access to Aviapp® or use any software, technology, or device to scrape, spider or crawl Aviapp® or harvest or manipulate data
- not to publish or link to malicious content intended to damage or disrupt another user's browser or computer.

You further agree not to use Aviapp® in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of Huvepharma or of any other party, and that Huvepharma shall not be in any way responsible for any such use by you, nor for any third-party harassing, threatening, defamatory, offensive or illegal actions.

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10. Modifications

We can amend these Terms of Use at any time and will update these Terms of Use in the event of any such amendments. It is your sole responsibility to check them



from time to time to view any such changes. If you continue to use Aviapp®, you signify your agreement to our revisions / amendments and supplements to these Terms of Use.

11. General provisions, governing law

If a party fails to enforce, or delays in enforcing an obligation of the other party or fails to exercise or delays in exercising a right under these Terms of Use, that failure or delay will not affect its right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of these Terms of Use will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion. No purported waiver or modification of these Terms of Use by Huvepharma via telephone or email communications shall be valid.

These Terms of Use constitute the entire agreement between the parties relating to the subject matter. Each party acknowledges that it has not entered into this agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in these Terms of Use.

These Terms of Use are governed by and are to be construed in accordance with the laws of the Republic of Bulgaria ("Governing Law"). All disputes arising from these Terms of Use or related to them including those arising from or concerning their interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in these Terms of Use or their adaptation to newly established facts, shall be referred for resolution to the Court of Arbitration at the Bulgarian Chamber of Commerce and Industry in compliance with its Rules for Litigations, based on arbitration agreements, and Rules on expedient procedure in arbitration cases.

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