

Terms of Use – AgriFood Tech DD Assist

Effective date: 8 September 2026

These Terms of Use ("Terms") govern the use of the AgriFood Tech DD Assist (the "Tool"), available at www.duediligence-assist.com, provided by Bright Green Partners B.V. ("BGP", "we", "us"). They apply in addition to, and do not replace, BGP's General Terms of Use, Privacy Policy, and Cookie Policy, and are separate from the Client Terms & Conditions and Expert Terms & Conditions that govern BGP's advisory services and expert network available here: www.brightgreenpartners.com/terms-and-conditions.

By accessing or using the Tool, you ("User", "you") agree to these Terms. If you do not agree, please do not use the Tool.

1. What the Tool is (and is not)

- 1.1. The Tool is a free, self-service questionnaire that generates an indicative due diligence scope based on the funding stage, AgriFood Tech segment, and diligence needs you select.
- 1.2. The output is a generic, automatically generated starting point. It reflects patterns BGP has observed across AgriFood Tech due diligence engagements and is not tailored to your specific target company, transaction, or circumstances.
- 1.1. The Tool, and any output it generates, does not constitute investment, financial, legal, technical, tax, or other professional advice, and must not be relied on as a substitute for a full commercial or technical due diligence process, or for independent professional advice specific to your situation.
- 1.2. Using the Tool does not create an advisory, client, or other professional relationship between you and BGP, and does not constitute an engagement of BGP's services. Any engagement for a full due diligence project is subject to a separate written proposal and, where applicable, BGP's Client Terms & Conditions.
- 1.3. The Tool is currently offered in beta. Its questions, categories, logic, and output format may change, may be incomplete, and may contain errors, and may be added to, removed, or restructured at any time without notice.

2. Eligibility and acceptable use

- 2.1. The Tool is intended for professional use by investors, founders, and advisors operating in or evaluating the AgriFood Tech sector, and is not intended for consumer use.
- 2.2. You agree to provide accurate information when using the Tool. The relevance of the output depends directly on the accuracy of what you enter.
- 2.3. You shall not use the Tool in any way that could damage, disable, overburden, or impair it, or interfere with any other user's access to it. This includes, without limitation:
 - attempting to gain unauthorized access to any part of the Tool or its underlying systems;
 - using automated means (bots, scrapers, crawlers) to extract questions, logic, categories, or output from the Tool;

- reverse engineering, decompiling, or otherwise attempting to derive the Tool's underlying question bank, scoring logic, or categorization framework;
- using the Tool, or output generated by it, to build, train, or otherwise inform a competing product or service;
- reproducing, redistributing, or publishing the Tool's questions or output, in whole or in part, without BGP's prior written consent, other than for your own internal use.

3. No warranty

- 3.1. The Tool is provided "as is" and "as available." To the extent permitted by law, BGP makes no warranty, express or implied, that the Tool or its output will be accurate, complete, current, error-free, uninterrupted, or fit for any particular purpose.
- 3.2. BGP does not warrant that the diligence scope generated by the Tool is exhaustive, that following it will identify all risks relevant to any given investment or transaction, or that matters falling outside the suggested scope do not require investigation.

4. Limitation of liability

- 4.1. To the extent permitted by law, BGP shall not be liable for any direct, indirect, incidental, or consequential damages arising from your use of, or inability to use, the Tool, or from any decision made in reliance on its output, including but not limited to investment decisions, due diligence scoping decisions, or decisions to forgo further diligence.
- 4.2. Nothing in this Clause 4 excludes or limits BGP's liability for damage caused by intent or wilful recklessness on the part of BGP's management.

5. Your data and inputs

- 5.1. Where you submit personal data through the Tool (for example, an email address to receive your output), that data is processed in accordance with [BGP's Privacy Policy](#).
- 5.2. By providing your email address, you consent to BGP contacting you about the Tool, your output, and related BGP or FoodTech Experts services. You can withdraw this consent at any time by contacting connect@brightgreenpartners.com.
- 5.3. BGP may use anonymized and aggregated information about how the Tool is used (including the inputs selected and, where applicable, the resulting scope) to improve the Tool, develop new questions and categories, produce industry insights or reports, and inform BGP's and FoodTech Experts' other products and services. BGP will not attribute such aggregated insights to you or your organization without your consent.

6. Intellectual property

- 6.1. The Tool, including its underlying question bank, categorization framework, scoring logic, structure, design, and all related content, is the property of Bright Green Partners B.V. and is protected by copyright and other intellectual property laws.
- 6.2. Subject to your compliance with these Terms, BGP grants you a limited, non-exclusive, non-transferable license to access and use the Tool, and to use the output generated for you, for your own internal evaluation purposes.

6.3. No other rights are granted. Nothing in these Terms transfers ownership of, or grants a license to sublicense, resell, or commercially exploit, the Tool or its underlying question bank or logic.

7. Availability and changes to the Tool

7.1. BGP aims to keep the Tool available but does not guarantee uninterrupted or error-free access, and may suspend, withdraw, restrict, or discontinue the Tool, in whole or in part, at any time, including during the beta period, without notice.

7.2. BGP may update the Tool's questions, categories, and output logic at any time as its methodology evolves. Output generated before an update may not reflect the current version of the Tool.

8. Relationship to BGP's other terms

8.1. These Terms apply specifically to use of the AgriFood Tech DD Assist and sit alongside, and do not replace, BGP's General Terms of Use, Privacy Policy, and Cookie Policy.

8.2. If you engage BGP for a due diligence project or other advisory services following use of the Tool, that engagement is governed separately by BGP's Client Terms & Conditions and any project-specific agreement, and not by these Terms.

9. Changes to these Terms

9.1. BGP may update these Terms from time to time. The version published alongside the Tool at the time of your use applies.

10. Governing law and jurisdiction

10.1. These Terms are governed by the laws of the Netherlands.

10.2. Any disputes arising from your use of the Tool shall be submitted to the competent court in the district where Bright Green Partners B.V. has its registered office.

11. Contact

11.1. Questions about these Terms can be sent to connect@brightgreenpartners.com.