



Terms and Conditions use of Picture Library www.sf-images.com

1. Syngenta Seeds B.V. User Agreement

Syngenta Seeds B.V. ("Syngenta") provides the website www.fps-pictures.com (the "Site") as a service to its business chain customers, subject to the terms and conditions of this user agreement (this "Agreement"). Syngenta Seeds B.V. is a company incorporated under the laws of The Netherlands with its registered office at 1601 BK, Westeinde 62, Enkhuizen.

If you operate your business as a corporation, you and your Company are bound by this Agreement by your use of the Site; as an agent of your Company, your actions on the Site will bind your Company. If you operate your business as a sole proprietorship or through a partnership, you, individually, are bound by this Agreement. In addition, you (as an individual) are also bound by the terms of this Agreement.

Syngenta is committed to respecting the personal privacy of the individuals who use the Site. Syngenta's Privacy Statement describes Syngenta's current policies and practices with regard to personal information collected by Syngenta through the Site. Please take a few minutes to review Syngenta's Privacy Statement.

Our Privacy Statement forms part of this Agreement. By using the Site, you therefore consent to the collection, use and disclosure of your personal information in accordance with Syngenta's Privacy Statement. You also confirm that all data provided by you through the Site is accurate.

2. Access to the Site and passwords

From time to time, Syngenta may restrict access to some parts of the Site, or the entire Site, to users who have registered with us. If you choose, or you are provided with, a username, password or any other piece of information as part of Syngenta's security procedures, this will be issued to you personally. You must treat such information as confidential, and you must not disclose it to any third party or allow anyone else (including other employees or agents of your Company) to use it.

You and your Company are entirely responsible for all activities that occur on the Site using your user name and password, whether or not the activities or the use of your password was authorized by you or your Company. You or your Company must notify Syngenta immediately of any known or suspected unauthorized use of your username and password or any other breach of security. You are advised to log out after you have finished using the Site.

Syngenta has the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in Syngenta's opinion you have failed to comply with any of the provisions of this Agreement.

You are responsible for making all arrangements necessary for you to have access to the Site. You and your Company are responsible for ensuring that all persons who access the Site through your or your Company's internet connection are aware of these terms, and that they comply with them.

3. Security

You and your Company assume full responsibility for the protection of you and your Company's computer system including computer hardware, software and stored data on you and your Company's computer system including hardware, software and stored data of third parties who may access or be otherwise connected to you or your Company's computer system. You and your Company assume the responsibility of ensuring that those programs or other data downloaded or otherwise received from or via the Site are free from viruses, worms, Trojan horses or other items of a destructive nature.

Syngenta recommends that you regularly run up-to-date anti-virus and internet security programs on you and your Company's computers that are connected to the internet.

You agree that you shall not (and shall not attempt to) introduce any virus, worm, Trojan horse or any other item of a destructive nature into the Site, disable the Site or gain access to databases connected to the Site ("Hacking Activities"). In the event that your username and password are associated with any Hacking Activities or any other unlawful activity or suspected activity, Syngenta shall be permitted to disclose your identity and the identity of your Company to law enforcement authorities.

4. Updating user information

You or your Company must notify Syngenta promptly if any of the information that you provided as part of this registration process (the "User Information") changes, or if you or your Company becomes aware that any of the User Information is inaccurate or incomplete.

5. Copyright notice

All intellectual property rights in the content, design and functionality of the Site (including copyright) is owned by Syngenta, by one of its affiliated companies, or by third parties who are authorized or designated by Syngenta.

You may not copy, download, print, publish, display, perform, distribute, transmit, transfer, translate, modify, add to, update, compile, abridge or in any other way transform or adapt all or any part of the content of the Site without first obtaining written permission from Syngenta, with the exception of the photographs. The photographs stored on the website may only be used under the terms and conditions set out in the Photograph License Agreement.

6. Trademark notice

All of the trademarks, service marks and logos displayed on the Site (the "Trademarks") are registered and unregistered trademarks of Syngenta, one of its affiliates, or third parties who have licensed their Trademarks to Syngenta or one of its affiliates.

Except as expressly stated in this Agreement, you may not reproduce, display or otherwise use any Trademark without first obtaining Syngenta's written permission. Use of Syngenta's Trademarks without Syngenta's consent may constitute an infringement of Syngenta's intellectual property.

7. Third-party information

Much of the information available through this Site is provided to Syngenta by third-parties. Wherever Syngenta considers it appropriate, the source of these third-party materials is identified. Syngenta does not endorse these materials or the parties who supply them to us, nor does Syngenta warrant or represent that these materials are current, accurate, complete or reliable. Syngenta accepts no responsibility for any use to which third party information is put.

8. Right to alter Site

Syngenta reserves the right to alter the content and functionality of this Site in any way (including the removal of content and functionality), to limit access to this Site, and to shut down this Site, at any time and for any reason, without prior notification, and will not be liable in any way for possible consequences of such changes or withdrawal of access.

9. Product Information

Any information contained or referenced in this Site is suitable only and is not to be construed other than as an introduction to Syngenta and its products and services. For specific advice and instructions related to Syngenta's products and services, please contact Syngenta directly.

10. Disclaimer of warranties

This Site is provided without warranties of any kind. Syngenta is committed to the highest standard of quality information and every attempt has been made to present up-to-date and accurate information. However, Syngenta gives no warranty as to the accuracy, currency or reliability of the information posted on the Site or any other aspect of the Site. To the fullest extent possible pursuant to applicable law, Syngenta and its affiliates disclaim all warranties, express, implied or statutory, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights. Without limiting the foregoing, Syngenta does not represent or warrant that this Site will be available at any particular time or location or that its operation will be uninterrupted or error free. Syngenta does not represent or warrant that the content of this Site is free of viruses, worms or other code that may manifest contaminating or destructive properties.

11. Limitation of liability

Your use of this Site is at your sole risk. Under no circumstances, shall Syngenta, its affiliates or any of their respective directors, officers, employees, or agents, be liable for any direct or indirect losses or damages arising out of or in connection with your access of, use of or inability to use this Site or your reliance on any information provided on this Site. Without limiting the foregoing, Syngenta shall not be liable in any way for possible errors or omissions in the contents of this Site; this applies in particular to any references to products and services supplied by Syngenta. This is a comprehensive limitation of liability that applies to all losses and damages of any kind whatsoever, whether direct or indirect, general, special, incidental, consequential, exemplary or otherwise, including without limitation, loss of data, revenue or profits. This limitation of liability applies whether the alleged liability is based on contract, negligence, tort, strict liability or any other basis and even if an authorized representative of Syngenta or its Affiliates has been advised of or should have known of the possibility of such damages. This limitation of liability does not exclude any liability which it would be unlawful to exclude.

12. Applicable law and competent court

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Netherlands. All disputes arising out of or in connection with this Agreement shall be submitted to the competent court in Amsterdam, the Netherlands, to the exclusion of any other court.

Thank you for visiting and using www.sf-images.com.

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