



1. Service

AGRI-365 is a SaaS precision farm intelligence platform developed by Scheper.Co Engineering & Consulting. Access is granted upon subscription (Starter / Pro / Enterprise plan) or by direct invitation to the pilot programme. The platform includes the Benthinck AI advisory engine, fleet OEE monitoring, field intelligence, soil & task maps, drone intelligence, scenario simulation, 365-day planner, machine integrations and people & knowledge modules.

2. Subscription & Payment

Subscriptions are billed monthly or annually via Stripe. Prices are listed in EUR for EU customers and USD for AU/US customers. Subscriptions auto-renew unless cancelled before the renewal date. The 14-day free trial begins upon account activation. No payment details are required during the trial period. After the trial, the subscription continues at the applicable plan rate unless cancelled.

3. Data Ownership

All farm data entered into AGRI-365 — including fields, machines, staff, yield history, soil measurements, drone imagery and AI recommendations — remains the sole property of the client. Data is stored on Supabase PostgreSQL servers with row-level security (RLS). Your data is cryptographically isolated from all other users. You may export your data in CSV format at any time. Data is permanently deleted within 90 days of account termination upon written request.

4. Intellectual Property

The AGRI-365 platform, the Benthinck AI engine, all associated software, algorithms, models and visual designs remain the exclusive intellectual property of Scheper.Co Engineering & Consulting. The client receives a non-exclusive, non-transferable licence to use the platform for the duration of their active subscription. This licence does not include the right to copy, reverse-engineer, resell or white-label the platform without a separate written agreement.

5. Limitation of Liability

All agronomic, operational and financial decisions made on the basis of AGRI-365 output remain the sole responsibility of the client. Scheper.Co is not liable for yield outcomes, crop losses, machine failures or financial loss arising from reliance on Bentinck AI recommendations. Scheper.Co is not liable for indirect damages, including but not limited to consequential loss, loss of profit, missed savings and damages due to business interruption. These terms are supplemented by the DNR 2011 General Conditions (De Nieuwe Regeling 2011).

6. GDPR & Privacy

Scheper.Co processes personal data as a data processor under GDPR Article 28. The client remains the data controller. Personal data is used solely to provide the AGRI-365 service. We do not sell, rent or transfer farm data to third parties. Sub-processors (Supabase, Vercel, Stripe) are contractually bound to confidentiality and GDPR compliance. For full details, see the Scheper.Co Privacy Policy at www.scheper.co.

7. Pilot Programme

Participants in the AGRI-365 pilot programme receive full platform access free of charge for the agreed pilot period. In exchange, pilot participants agree to provide structured feedback and participate in at least one review session with the Scheper.Co development team. Pilot access may be converted to a paid subscription at the end of the pilot period.

8. Gain-Sharing (Enterprise Phase 3+)

Outcome-based gain-sharing agreements require a separate signed contract. DNR 2011 conditions apply to all advisory elements. Gain-sharing is only available on Enterprise plan and above.

9. Modifications

Scheper.Co reserves the right to modify these Terms of Service at any time. Clients will be notified by email at least 14 days before material changes take effect. Continued use of the platform after notification constitutes acceptance of the revised terms.

10. Termination

Either party may terminate the subscription at any time. The client retains access until the end of the paid billing period. Scheper.Co may suspend or terminate access immediately in case of material breach, non-payment or misuse of the platform.

11. Governing Law & Disputes

These Terms of Service are governed by Dutch law. Disputes shall first be referred to mediation, then to the competent court in Assen, Netherlands. These terms are supplemented by the DNR 2011 General Conditions.