

iPiPE Extension Website Terms of Use

The iPiPE Extension Website provides information, data, products, and services to the agricultural community in support of national food security and integrated pest management (IPM) practices. Your use of this iPiPE Extension Website (“Site”) or any of the information, data, products, or services offered on this Site (collectively, the “Services”) is subject to these Terms of Use (these “Terms”). We may modify these Terms at any time without prior notice to you by posting revised Terms on this Site. Your use of this Site constitutes your binding acceptance of these Terms, including any modifications.

Some of the Services may be subject to additional posted conditions. Your use of those Services is subject to those conditions, which are incorporated into these Terms by reference. In the event of an inconsistency between these Terms and any additional posted conditions, the provisions of the additional conditions shall control.

You understand and agree that the Services may include communications such as service announcements and administrative messages from the operator of the Site or from other entities authorized to make such communications from the Site, and that these communications are considered part of the Services. You will not be able to opt out of receiving these messages as long as you continue to use the Site. These types of communications are not intended to include advertisements, and this Site is not to be used for the purpose of generating mass emailings (“spam”).

The operator of the Site is iPiPE. Any correspondence regarding this site should be emailed to support@ipipe.org

Content on the Site

The Site includes a combination of content that is created by various contributors to the Site. Content published on the Site, including, but not limited to, written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and animation, may be protected by copyrights or trademarks. Except for your own personal use, you may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the protected content on the Site in whole or in part.

The Site contains content that is provided by the operator, iPiPE participants, and contributing third parties, such as companies, professional associations, and individuals. While every effort has been made to make the content accurate, neither the operator of the Site nor iPiPE guarantees the accuracy, integrity, or the quality of the content on the Site. Any use of content by you is done at your own risk. Site content may be added, changed or deleted at any time by the operator without notice. The operator of the Site retains the right, but not the obligation, to remove any content that may violate these Terms or that is otherwise objectionable. The

operator of the Site also reserves the right to impose requirements and conditions for public access to the Site

Third-Party Sites, Products, and Services

The Site may contain links to other Internet sites owned by third parties. Your use of each of those sites is subject to the conditions, if any, that each of those sites has posted. The operator of this Site has no control over the content that may appear on sites owned by third parties. The inclusion on this Site of any third-party content or a link to a third-party site is not an endorsement of that content or third-party site.

Your Conduct on the Site

You agree that you will not use the Site to take any of the following actions:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal right of others;
- Publish, post, upload, e-mail, distribute, or disseminate (collectively, "Transmit") any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful content;
- Transmit files that contain viruses, corrupted files, or any other similar software or programs that may damage or adversely affect the operation of another person's computer, the Site, any software or hardware, or telecommunications equipment;
- Advertise or offer to sell any goods or services for any commercial purpose unless you have our written consent to do so;
- Transmit surveys, contests, pyramid schemes, spam, unsolicited advertising or promotional materials, or chain letters;
- Download any file that you know or reasonably should know cannot be legally obtained in such manner;
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or the source of software or other material;
- Restrict or inhibit any other user from using and enjoying any public area within the Site;
- Collect or store personal information about other end users;
- Interfere with or disrupt the Site, its related servers, or networks;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Forge headers or manipulate identifiers or other data in order to disguise the origin of any content transmitted through the Site or to manipulate the authenticity of your presence on the Site;
- Take any action that imposes an unreasonably or disproportionately large load on the infrastructure supporting the Site;
- Engage in any illegal activities.

You agree to use any bulletin board(s), chat areas, news groups, forums, communities and/or message or communication facilities (collectively, the "Forums") only to send and receive messages and material that are proper and related to that particular Forum.

Unauthorized access to the Site is a breach of these Terms and a violation of the law. You agree not to access the Site by any means other than through the interface that is provided for use in accessing the Site. You agree not to use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Site, except those automated means, if any, that are approved in advance and in writing.

Use of the Site is subject to existing laws and legal requirements. Nothing contained in these Terms shall limit the right of the operator of the Site to comply with governmental, court, and law-enforcement requests or requirements relating to your use of the Site.

The operator of the Site has the right, but not the obligation, to take any of the following actions at any time and for any reason without giving you any prior notice:

- Restrict, suspend, or terminate your access to all or any part of the Services;
- Change, suspend, or discontinue all or any part of the Services;
- Refuse, move, or remove any content that is available on the Site;
- Establish general practices and limits concerning use of the Site.

You agree that the operator of the Site and iPiPE, its participants, affiliates, sponsors, partners, or contributing third parties, will not be liable to you or any third party affiliated with you for taking any of these actions.

Disclaimers as cited on iPiPE Public Website

The iPiPE Public Website provides information to the agricultural community in support of national food security and integrated pest management (IPM) practices. iPiPE and its participants, contributors, and contractors are unable to offer any warranties or make any representations about any benefits or augmentations which you may obtain from the use of this information.

Disclaimers as cited in the Terms of Use

The iPiPE Public Website (“Site”) or any of the information, products, or services offered on this Site (collectively, the “Services”) is subject to these disclaimers. Any responsibility for the deletion, the failure to store, the misdelivery, or the untimely delivery of any information or material from the Site is disclaimed. Furthermore, any responsibility for any harm resulting from downloading or accessing any information or material on the Internet using search results from the Site is disclaimed. There is no guarantee of continuation of the Site. You will not be entitled to any claim as a result of any outages of the Site that are caused by maintenance on the servers or the technology that support the Site, failures of the service providers (including telecommunications, hosting, and electrical power), computer viruses, natural disasters or other destruction or damage of our facilities, acts of nature, war, civil disturbance, or any other cause beyond our reasonable control. Discontinuation of the Site is at our sole discretion for

any reason.

THE OPERATOR OF THE SITE AND iPiPE DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, NO WARRANTY OR REPRESENTATION AS TO THE CONTENT ON THE SITE IS MADE. THE SITE AND ITS CONTENT ARE DISTRIBUTED ON AN "AS IS, AS AVAILABLE" BASIS. ANY MATERIAL THAT YOU DOWNLOAD OR OTHERWISE OBTAIN THROUGH THE SITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY POTENTIAL DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA OR INFORMATION THAT RESULTS FROM YOUR DOWNLOAD OF ANY SUCH MATERIAL. THE OPERATOR DOES NOT MAKE ANY WARRANTY THAT (i) THE SITE WILL MEET YOUR

REQUIREMENTS, (ii) THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY DATA, PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT YOU OBTAIN THROUGH THE SITE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS, AND (v) ANY ERRORS WILL BE CORRECTED. THE OPERATOR DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SITE, ANY CONTENT, OR ANY SERVICES, TOOLS, PRODUCTS, OR INFORMATION AVAILABLE FROM THE SITE. YOU EXPRESSLY AGREE THAT YOU WILL ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE SITE AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT.

THE OPERATOR OF THE SITE, iPiPE, ITS PARTICIPANTS, AFFILIATES, SPONSORS, PARTNERS, AND CONTRIBUTING THIRD PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE OPERATOR OF THE SITE AND ITS RESPECTIVE AGENTS SHALL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

YOU AGREE TO WAIVE ANY CLAIMS OR REMEDIES WHICH YOU MIGHT OTHERWISE BE ABLE TO MAKE AGAINST THE OPERATOR OF THE SITE OR iPiPE UNDER ANY THEORY OF LAW (INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY LAWS) ARISING OUT OF OR RELATING IN ANY WAY TO THE CONTENT AT THIS SITE. Please refer to the GOOD SAMARITAN POLICY for the full content of the policy regarding removal of content.

Arbitration

The operator of the Site may elect to resolve any controversy or claim arising out of or relating to these Terms or use of the Site by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in a jurisdiction where the operator resides or is domiciled, and judgment on the arbitration award may be entered in any court having jurisdiction thereof.

Miscellaneous

The operator of the Site may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon posting any such

notice on the Site or delivering such notice to you through e-mail. You may update your e-mail address by visiting the Site where you have provided contact information. If you do not provide the operator with accurate information, the operator cannot be expected to notify you of any particular event.

Any failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

These Terms, including all terms, conditions, and policies that are incorporated into these terms by reference, constitute the entire agreement and govern your use of the Site, superseding any prior agreements regarding your use of the Site.

These Terms shall be construed in accordance with the laws of the State of Pennsylvania, without reference to its principles regarding conflicts of laws, and the laws of the United States.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.

Good Samaritan Content Policy

It is the policy of the operator of the Site to not tolerate any acts of intellectual property infringement or violations of U.S. law or to allow for any pornographic, offensive, obscene, or defamatory material to be posted at this Site. The operator of the Site will do its best, in good faith, to purge or otherwise restrict the availability of material that is infringing, offensive, obscene, harassing, or otherwise objectionable. The provisions of this section are intended to implement this policy but are not intended to impose a contractual obligation on the operator to undertake, or refrain from undertaking, any particular course of conduct.

If you believe that someone has posted material at this Site which infringes the intellectual property or other rights of third-parties or which is in violation of U.S. law or which is obscene, offensive, defamatory, or otherwise objectionable, we ask you to promptly notify us by email at the following address support@ipipe.org. You must use this address if you want to ensure that your complaint is actually received by the appropriate person charged with responding to such communications.

In order to respond as quickly as possible to any complaint, please provide as much detail as possible, including (1) the nature of the right infringed or violated (including the registration numbers of any registered copyrights, trademarks or patents allegedly infringed); (2) all facts which lead you to believe that a right has been violated or infringed; (3) the precise location where the offending material is located; (4) any grounds to believe that the person who posted the material was not authorized to do so or did not have a valid defense (including the defense of fair use); and (5) if known, the identity of the person or persons who posted the infringing or offending material.

By lodging a complaint, you agree that the substance of your complaint shall be deemed to constitute a representation made under penalty of perjury under the laws of the United States. In addition, you agree, at your own expense, to defend and indemnify the operator of the Site against any liability which may arise by responding to your complaint.

The operator of the Site expects visitors to the Site to take responsibility for their own actions. Accordingly, the operator cannot assume liability for any acts of third-parties which take place at this Site. By this Agreement, you acknowledge that in establishing a complaint procedure the operator is taking on the role of a Good Samaritan and, in order to allow the operator of the Site to do its best, in good faith, to purge or otherwise restrict the availability of material that is infringing, obscene, offensive, or otherwise objectionable, you agree to waive any claims or remedies which you might otherwise be able to make against the operator under any theory of law (including, but not limited to, intellectual property laws) arising out of or relating in any way to the content at this Site.

You agree that the operator of the Site has the right (but not the obligation) to investigate any complaint received and, at any time and for any reason, to remove any material or information which you post to this Site, with or without your permission, and with or without cause, in its

sole discretion. By reserving this right, the operator of the Site does not undertake any responsibility in fact to remove content posted online, whether or not a complaint has been received.

You expressly agree that the operator of the Site may remove, disable or restrict access to or the availability of any material or information from this Site (including, but not limited to, material or information which you have posted or stored) which the operator believes, in good faith and in its sole discretion, to violate provisions of these Terms (whether or not the operator is in fact correct in such assessment) or which is the subject of a notification sent to the operator pursuant to the Digital Millennium Copyright Act. If you believe that the operator has acted mistakenly with respect to certain material or information, you may contact the operator by email at support@ipipe.org, in which case the operator may investigate the matter further. The operator reserves the right, however, to take no further action. Posting or storing material at this Site is a privilege, not a right. Under no circumstances may the operator be held liable for removing, disabling or restricting access to or the availability of material.