



TERMS OF USE

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The Saving Tomorrow's Agriculture Resources (STAR) Web Tool ("STAR Tool") and STAR website, collectively referred to as the "Site", is a service of STAR. These STAR Terms of Use ("Terms") set forth the terms and conditions applicable to your access and use of the Site however accessed and/or used, whether via personal computer, mobile device, or otherwise.

BY ACCESSING OR USING THE SITE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS WITHOUT MODIFICATION, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SITE.

PLEASE NOTE THAT, NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS OF USE OR ON THE SITE TO THE CONTRARY, THE SITE IS PROVIDED WITHOUT ANY WARRANTY AND SUBJECT TO LIMITATIONS ON OUR LIABILITY. THESE LIMITATIONS ARE CONTAINED IN SECTIONS 6 AND 8 BELOW.

WE MAY REVISE THESE TERMS AT ANYTIME. WHEN WE DO, WE WILL ALSO REVISE THE "LAST UPDATED" DATE AT THE TOP OF THESE TERMS. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE CURRENT TERMS. THE MOST CURRENT VERSION OF THE TERMS CAN BE REVIEWED BY CLICKING ON THE "TERMS OF USE" HYPERTEXT LINK LOCATED ON OUR WEB PAGES. YOUR CONTINUED ACCESS AND/OR USE OF THE SITE AFTER WE POST ANY REVISED TERMS CONSTITUTES YOUR AGREEMENT TO ANY SUCH REVISED TERMS.

1. General Use and Restrictions

1.1 Use of the Site

Subject to your compliance with these Terms, we grant you a personal, non-exclusive, non-transferable and limited license to access and use the Site solely to provide information about your agricultural fields and farming and/or ranching operations in order to assess the conservation impacts of agricultural production and identify opportunities for conservation improvement. You agree not to access or use the Site for any other purpose, including, without limitation, any purpose that is prohibited by these Terms or that is otherwise unlawful. You further agree to comply with all applicable U.S. and international laws, statutes, ordinances, regulations, contracts, and applicable licenses regarding your use of the Site.

1.2 Use of Content

You may share any information displayed or transmitted on the Site (collectively, "Content") that you are authorized to access, provided that you:

(a) do not remove any notice or other information contained on such Content, and

(b) strictly comply with the provisions of the Terms, including, without limitations, Section 1.3 below.





1.3 Restrictions

You may not (and you agree that you will not) reproduce, alter, modify, create derivative works from, distribute, perform, or display any Content without first receiving our express written permission. You further agree not to, without first obtaining our express written permission:

- (a) use any of our trademarks as metatags on other websites,
- (b) use the Site in any manner that is illegal or impairs the operation of the Site or its availability to or usage by others,
- (c) display any part of the Site in frames (or any Content via in-line links), and/or
- (d) use or access, or attempt to use or access, any portion of the Site for which you are not given access by us.

You further agree not to decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Site, and not to insert any code or product or manipulate the Site in any way that affects the user's experience including, without limitation, taking any action that imposes, or may impose, an unreasonable or disproportionately large load on the Site. You further agree not to use any data mining, web crawlers, robots, cancelbots, spiders, Trojan horses, or any data gathering or extraction method in connection with your use of the Site except for customary search engines used in accordance with automated instructions directed to search engines and available on the Site.

2. Accounts

2.1 Registration

If we issue a username and password to you in connection with your use of the Site or any portion thereof (an "Account"), you will be considered a "Registered User." Certain portions of the Site may be accessible only to Registered Users. If you are a Registered User, you may not authorize, permit, or otherwise allow any third party to use your username and password to access your Account on your behalf. Instead, as a Registered User, the Site allows you to authorize other Site Users to access your Account, access your information, and enter data on your behalf via their own unique usernames and passwords. This is only possible in versions of the STAR Tool enabling Site Delegate features, and if you explicitly authorize this access. When you authorize users to access your Account and act on your behalf to provide information on the Site, you are responsible for ensuring that any authorized users appropriately use and protect your information.

You agree to protect your username and password by, among other actions, keeping your username and password confidential. You agree to notify us immediately of any unauthorized use of your username, password, or Account. If, notwithstanding the foregoing obligations, you allow another party to use your Account, you will be responsible for all use by the party using your Account.



2.2 Termination/Suspension of the Site

These Terms are effective until terminated. Should you fail to comply with any of these Terms herein, all of these Terms will automatically terminate without notice and all of your rights hereunder will cease. STAR has the right to suspend your Account and/or your access to, and/or use of, the Site, given malicious activity and/or cybersecurity risks, and you agree that (a) if your authorization to access the Site is terminated, you will not thereafter access, or attempt to access the Site, directly or indirectly, and (b) if your authorization to access the Site is suspended, you will not thereafter access, or attempt to access, the Site directly or indirectly, until your suspension is removed and we give you express notice thereof.

3. User Information

3.1 Information You Provide

You agree that all information provided to us will be true, accurate, current, and complete. By uploading, providing, or otherwise submitting information to the Site (“User Information”), you agree to collection, use, and sharing of User information for the purposes specified in these Terms as well as those specified in STAR’s Privacy Policy. You represent and warrant to STAR that you have the right to upload or otherwise submit such User Information to us and to grant STAR the licenses and rights deemed granted in this Section 3.1. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all User Information. You agree that you will not provide any User Information to the Site that (a) may infringe upon the copyright, trademark, trade secret, or other intellectual property right of a third party, (b) may violate the privacy rights of another, or (c) may violate any applicable municipal, state, foreign, or federal law, rule, regulation, or ordinance, in each instance when used as contemplated by the Site. For the avoidance of doubt, User Information does not include Feedback as defined below in Section 3.2.

3.2 Feedback

If you provide any comments, ideas, know-how, instructions, suggestions, information, and/or other feedback to us regarding the Site or any application available on the Site (collectively, “Feedback”), such Feedback shall be owned exclusively by STAR. To the extent you have or obtain any intellectual property right in or to any Feedback, you shall be deemed to assign all right, title and interest therein, if any, to STAR as of the date such right first vests in you.

3.3 Removal of User Information

You acknowledge that STAR has no obligation to pre-screen content contributed to the Site. However, STAR has the right, but not the obligation, at any time and without prior notice, to refuse, remove, or disable any content, including your User information, that is available via the Site. Without limiting the generality of the foregoing, STAR may edit or remove any User Information you submit to the Site that STAR, in its sole discretion, deems abusive, defamatory, obscene, unlawful, or otherwise unacceptable, and you waive any moral rights you may have with respect to changes in the User Information. We are not responsible for maintaining your User Information, and we may, in our sole discretion, delete or destroy it at any time with no liability or obligation to you.

3.4 Limitations

You agree not to provide User Information that:



- i. contains vulgar, profane, abusive, or hateful language, epithets, or slurs, texts, or illustrations, in poor taste, inflammatory attacks of a personal, racial, or religious nature, or expressions of bigotry, racism, discrimination, or hate; or
- ii. is defamatory, threatening, disparaging, inflammatory, false, misleading, deceptive, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims, is unreasonably harmful or offensive to any individual or community, contains any actionable statement, or tends to mislead or reflect unfairly on any other person, business, or entity; or
- iii. violates or infringes any right of STAR or any third party, including, without limitation, any privacy, trademark, copyright, or other intellectual property right, or will otherwise cause injury to any third party; or
- iv. discriminates on the grounds of race, religion, national origin, gender, age, marital status, veteran status, sexual orientation or disability, or refers to such matters in any manner prohibited by law; or
- v. violates any municipal, state, foreign, or federal law, rule, regulation, or ordinance, or attempts to encourage evasion or violation thereof; or
- vi. unfairly interferes with any third party's uninterrupted use and enjoyment of the Site; or
- vii. advertises, promotes, or offers to trade any goods or services; or
- viii. includes or transmits viruses or other harmful, disruptive, or destructive files; or
- ix. disrupts, interferes with, or otherwise harms or violates the security of the Site, system resources, accounts, passwords, servers, or networks connected to or accessible through the Site or affiliated or linked sites; or
- x. "flames" any individual or entity (e.g., sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual), or repeats prior posting of the same message under multiple threads or subjects; or
- xi. otherwise violates these Terms of Use.

4. Linking and Third-Party Dealings

4.1 Links to External Sites

We may provide hyperlinks to other web sites and internet resources operated by parties other than STAR. We have no control over such sites and resources or their privacy policies. Such hyperlinks are provided for your reference only. The inclusion of hyperlinks to such websites does not imply any sponsorship, affiliation, or endorsement of the material on such web sites or with their operators. You agree that STAR is not responsible or liable for any content, advertising, or other materials available through the third-party web sites, and that STAR is not responsible or liable, directly or indirectly for any damage or loss caused to



you by your use of or reliance on any content, goods, or services available through the third-party websites and internet resources.

4.2 Linking to the Site

If we request that you not link to the Site, or any portion of the Site, from another web site, you agree that you will not, directly or indirectly, link to the Site or such portion of the Site as directed in our request, at any time after such request is made.

5. Intellectual Property

5.1 STAR Intellectual Property

Except for Content that is in the public domain, the Site and all Content, as well as the selection and arrangement of the Content, is owned by (or licensed to) STAR and is protected by copyright, trade dress, trademark, unfair competition, and/or other laws and may not be used, copied, or imitated in whole or in part. <https://www.starconservation.org/>, <https://starfreetool.com/>, <https://app.starfreetool.com>, and all related logos are either trademarks or registered trademarks of STAR or its licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of STAR or its licensors and may not be copied, imitated, or used, in whole or in part, without our prior written permission. Except as otherwise expressly provided in these Terms, all rights in and to the Site (including all Content) are expressly reserved by STAR.

5.2 Digital Millennium Copyright Act Notice

STAR respects the intellectual property rights of others. If you believe that your work has been copied and is accessible on the Site in a way that constitutes copyright infringement, you may notify our agent as provided in this Section 5.2. STAR may terminate your use and access to the Site if STAR believes that you are infringing the intellectual property rights of others and/or are aiding or threatening such infringement.

6. No Warranties

6.1 Warranty Waiver

The Site is provided on an “AS IS,” “WITH ALL FAULTS,” and “AS AVAILABLE” basis. We assume no liability or responsibility for any errors or omissions in connection with the Site including, without limitation, any errors or omissions with respect to any content on the site or STAR Tool. You acknowledge and agree that you assume sole responsibility for ensuring that all user entered information is accurate and up to date. Further, we do not represent or warrant that any aspect of the Site or its applications will work properly or will be continuously available. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR SOLE DISCRETION AND RISK. WE AND OUR SUPPLIERS, VENDORS, AND PARTNERS HEREBY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, SECURITY, QUALITY, TIMELINESS, AVAILABILITY, COMPLETENESS, RELIABILITY, ACCURACY, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE AND/OR ANY OF OUR PARTNERS KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), IN EACH INSTANCE WITH RESPECT TO THE SITE (INCLUDING,



WITHOUT LIMITATION, THE CONTENT). FURTHERMORE, WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF TITLE AND/OR NON-INFRINGEMENT WITH RESPECT TO THE SITE (INCLUDING, WITHOUT LIMITATION, THE CONTENT). Some jurisdictions do not allow implied warranties to be excluded or modified, so not all of the above limitations may apply to you.

7. Indemnification

7.1 User Indemnification

You hereby agree to indemnify and hold harmless STAR and its affiliates, partners, officers, directors, employees, shareholders, information providers, suppliers, and licensees (collectively, “Indemnified Parties”) from and against any and all liability and costs, including, without limitation, reasonable attorney’s fees incurred by the Indemnified Parties in connection with any claim arising out of or related to (a) your access and/or use of the Site including, without limitation, any Content, (b) any breach of any of these Terms by you or, if applicable, any user of your Account, (c) your User Information, and/or (d) any allegation which, if true, would constitute a breach of any of these Terms by you or, if applicable, any user of your Account.

8. Limitation of Liability

8.1 STAR’s Limited Liability

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT WILL STAR AND/OR ITS PARTNERS, VENDORS, OR SUPPLIERS BE LIABLE FOR (A) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, THE LOSS, DELAY OR INABILITY TO USE THE SITE, THE LOSS OF ANY CONTENT OBTAINED THROUGH THE SITE, AND/OR THE INACCURACY OF ANY CONTENT, AND/OR (B) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS OF USE AND/OR OTHERWISE ARISING OUT OF THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT), IN EACH OF (A) AND (B) ABOVE WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE AND EVEN IF STAR AND/OR ITS PARTNERS, VENDORS, OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL EVENTS, STAR AND ITS PARTNERS, VENDORS, AND SUPPLIERS AGGREGATE LIABILITY FOR CLAIMS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THESE TERMS AND/OR THE USE OR PERFORMANCE OF THE SITE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE SHALL BE LIMITED TO \$5.00. SOME JURISDICTION DO NOT ALLOW THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

9. Release

9.1 Release

In the event that you now or hereafter have a dispute with any person or entity arising from your use of the Site, you release STAR (and its officers, directors, agents, affiliates, partners, and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such dispute.



10. Modification of the Site

10.1 STAR's Right to Modify

For the avoidance of any doubt, we may modify, suspend, discontinue, and/or restrict the use of all or any portion of the Site (including, without limitation, any Content contained on the Site) at any time for any reason (or for no reason at all) and without notice or liability.

11. Privacy

11.1 Consent to Data Privacy Policy

By using this Site, you consent to STAR's Data Privacy Policy.

12. Governing Law and Jurisdiction

12.1 Dispute Resolution

These Terms, and all matters arising out of or relating to the Site, shall be governed by the laws of the United States and the State of Illinois, without giving effect to the conflict of law provisions thereof. Additionally, the Uniform Computer Information Transaction Act shall not apply to these Terms or the Site. In the event you desire to initiate any suit against STAR arising out of or relating to the Site and/or these Terms, you agree to bring such suit in the federal court sitting in the State of Illinois, USA unless no federal subject matter jurisdiction exists, in which case you agree to bring such suit in the state courts. You further agree that we may initiate a suit against you arising out of or relating to the Site and/or these Terms in such courts and you hereby waive, to the fullest extent permissible by applicable law, all rights you may have, or which may hereafter arise, to contest jurisdiction or venue in such courts.

13. Miscellaneous

13.1 Controlling Terms

These Terms, including, without limitation, (a) any other terms and conditions that may appear on the Site from time-to-time (such as, without limitation, additional representations that we may ask you to make when submitting information to the Site), and (b) any written terms and conditions that you and STAR may agree to in writing (executed by you and STAR with specific reference to these Terms) are to supplement these Terms (whether such writing is agreed to before, after, or concurrently with these Terms), contain the full understanding with respect to your use and access of the Site and supersede all prior agreements, terms, conditions, and understandings, both written and oral, with respect to such use and access of the Site.

13.2 Assignment

You may not transfer any rights or obligations you may have to your Account or under these Terms of Use without our prior written consent. We may transfer our rights under these Terms of Use without your consent.

13.3 Invalidity; Unenforceability



If any portion of these Terms of Use is held to be invalid or unenforceable, the invalid or unenforceable portion shall be modified in accordance with the applicable law as nearly as possible to reflect the original intention of the applicable provision, and the remainder of these Terms of Use shall remain in full force and effect.

13.4 Admissibility

A printed version of these Terms of Use and of any notices given to you in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

13.5 Waiver

The failure of STAR to insist upon or enforce strict performance by you of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.

13.6 Nonexclusive Remedies

None of STAR's rights or remedies conferred by these Terms of Use are exclusive of any other right or remedy conferred herein or by law or in equity; rather, all of such rights and remedies are cumulative of every other such right or remedy and may be exercised concurrently or separately from time-to-time.

13.7 Notice

We may provide notice to you relating to the Site and/or these Terms of Use by any reasonable means including, without limitation, sending an email to your last known email address, and any such email notice shall be deemed given and received on the day it is sent.

13.8 Time Limitation

You agree that any cause of action that you may desire to bring arising out of or related to these Terms of Use and/or the Site must commence within one (1) year after the cause of action arises; otherwise, such cause of action shall be permanently barred.