

TERMS AND CONDITIONS OF USE

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1. Purpose. This Site is intended to provide information on soybean and other legume crop pests in order to assist you in your field management decision making. The purpose of this Agreement is to bind you and other visitors to the terms and conditions for your use of the Site. The success of this Site depends on the adherence to the terms of this Agreement by you and all other users of this Site. While we will do our best to enforce the terms of this Agreement, we can not warrant or represent that other users will in fact adhere to this Agreement and can not act as insurers or accept any liability for their failure to do so.

2. Agreement. You have signified your assent to be contractually bound to the terms of this Agreement by accessing this Site. Your action of use shall have the same legal effect as if this Agreement had been signed personally by you. If you are accessing or using the Site on behalf of an entity other than yourself individually, this Terms and Conditions of Use Agreement applies to the entity the same as if an authorized representative had signed the Agreement on behalf of the entity. To the extent permitted by law, this Agreement is intended to supersede any provisions of applicable law, which might otherwise limit its enforceability or effect because it was entered into electronically.

3. Access. By entering into this Agreement, you will be granted a revocable license to access this Site. Your access privileges, however, are also conditioned on your adherence to the terms of this Agreement. The Operator reserves the right to temporarily deny you access to this Site or permanently terminate your access privileges at any time if, in our sole discretion, you have failed to abide by the terms of this Agreement or appear to us likely to do so. By granting you access, we do not obligate ourselves to do so or to maintain this Site, or to maintain it in its present form, and we expressly reserve the right to modify, suspend or terminate your access privileges. You agree and understand that we may, in our sole discretion and without any prior notice, close this Site or deny you access to it. This Site is not intended to be a source for bulk downloads of information or data. Individuals, companies, IP addresses, or blocks of IP addresses who, in effect, deny or decrease service to the general public by generating unusually high numbers of accesses (searches, pages, or hits), whether generated manually or in an automated fashion, may be denied access to the Site without notice.

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18. Complete Agreement/No Representations. This Agreement constitutes the entire Agreement between you and us relating to your access to and use of this Site and supersedes any prior or contemporaneous representations or agreements. This Agreement--and only this Agreement--shall govern our legal rights and obligations. Any rights not otherwise expressly granted by this Agreement are reserved by us. We do not make any legal representations or warranties about this Site, either expressly or by implication. The terms of this Agreement are intended to supersede anything else that appeared previously at this Site, now or in the future.

19. Modifications/ Termination.

You agree that we may modify the terms of this Agreement in our sole discretion. You agree and understand that we reserve the right to unilaterally terminate your access privileges or otherwise deny you access to this Site in the event that you decline to be bound by any proposed modifications to this Agreement.

20. Term.

Unless we terminate your access privileges or you decide to terminate this Agreement, this Agreement shall remain in force so long as you are authorized to access this Site. You agree that in the event you decide to terminate this Agreement or if your access privileges are suspended or terminated you shall continue to be bound by all obligations set forth in this Agreement for a period of five (5) years or until the expiration of all applicable statute of limitations periods, whichever is longer. Except as otherwise provided in this section, you will not be bound by any modifications to this Agreement which may take effect after such time as you or we terminate our contractual relationship.

21. Indemnification, Jurisdiction and Dispute Resolution. You agree, at your own expense, to defend us and indemnify us against any liability arising out of or relating in any way to alleged acts or omissions by you which, if true, would constitute a violation of one or more terms or provisions of this Agreement. All disputes arising out of or relating in any way to this Agreement or our ownership, operation or maintenance of this Site shall be resolved exclusively in the appropriate state or federal court located in

Pennsylvania. All such disputes shall be governed by and construed in accordance with the laws of the United States and of the Commonwealth of Pennsylvania as applied to transactions entered into and to be performed wholly within Pennsylvania between Pennsylvania residents. In the event of any breach of this Agreement, you agree that, notwithstanding any other provision of law, we shall be entitled to obtain preliminary injunctive relief enforcing the terms of this Agreement.

22. Construction. If any portion of this Agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of the Agreement as possible.

23. Good Samaritan Content Policy. It is the policy of the Operator and Contributors of this Site to not tolerate any acts of intellectual property infringement or violations of U.S. law or to allow for any pornographic, offensive, or obscene or defamatory material to be posted at this Site. We will do our 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 USDA or the Operator of this Site to undertake, or refrain from undertaking, any particular course of conduct.

24. Complaint Procedures. 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: mailbox@sbrusa.net. 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 us with 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 us and indemnify us against any liability which we may incur by our response to your complaint.

We expect visitors to take responsibility for their own actions. Accordingly, we can not 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 we are taking on the role of a

Good Samaritan and, in order to allow us to do our 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 us 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 we have 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 our sole discretion. By reserving this right, we do not undertake any responsibility in fact to remove content posted online, whether or not a complaint has been received.

You expressly agree that we 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 we believe, in good faith and in our sole discretion, to violate the terms of this Agreement (whether or not we are in fact correct in our assessment) or which is the subject of a Notification duly sent to us pursuant to the Digital Millennium Copyright Act. If you believe that we have acted mistakenly with respect to certain material or information, you may contact us by email at mailbox@sbrusa.net, in which case we may investigate the matter further. We reserve 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 we be held liable for removing, disabling or restricting access to or the availability of material.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its choice of law rules.