

Terms of Service

IMPORTANT NOTICE:

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS OF SERVICE ("TOS") BEFORE USING THE UNIVERSITY OF IDAHO PESTICIDE APPLICATOR RECORDKEEPING TOOL ("SERVICE") PROVIDED BY THE UNIVERSITY OF IDAHO ("UI"). YOUR USE OF THE SERVICE CONSTITUTES YOUR ACCEPTANCE OF THESE TOS. IF YOU AGREE TO THESE TERMS ON BEHALF OF A BUSINESS, ORGANIZATION, AGENCY OR INSTITUTION ("ORGANIZATION") YOU REPRESENT AND WARRANT THAT (I) YOU HAVE AUTHORITY TO BIND THAT ORGANIZATION TO THE TOS, AND (II) YOUR AGREEMENT TO THE TOS WILL BE TREATED AS THE AGREEMENT OF THE ORGANIZATION. IN SUCH CASE, "YOU" AND "YOUR" IN THE TOS SHALL REFER TO THE ORGANIZATION YOU REPRESENT.

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1. DESCRIPTION OF SERVICE.

This Service gives users the ability to store, browse, search, publish, and exchange data, and other content in order to assist farmers and other pesticide applicators in keeping accurate pesticide records. The Service may be used through a web browser or other applications. The TOS apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes but is not limited to the data, metadata, text, software, scripts, graphics, photos, sounds, music, video, audio visual combinations, interactive features, or other material that you may view on, access through, download from, upload to, or otherwise contribute to the Service. Copies of this Content may reside on your computer, UI's servers, and/or on the computers of third parties.

You understand and agree that the Service, including Content and any new features provided with the Service, is provided "**AS IS**" and that UI assumes no responsibility for any Content, user communications, or personalization settings of the Service. You are responsible for obtaining access to the Service and for any third-party fees (such as ISP charges) that such access may entail. In addition, you must provide and are responsible for all equipment necessary to access the Service.

2. MODIFICATIONS.

UI may modify and update the TOS without notice at any time. You can review the current version of the terms of service at: idahopar.org. Failure to comply with the current version of the TOS may result in revocation of your Pesticide Applicator Recordkeeping user account ("PAR Account") and/or your access to the Service, the Pesticide Applicator Recordkeeping tool, and your Content.

UI reserves the right, without notice at any time, to modify or discontinue, temporarily or permanently, the Service (or any part thereof), or to assign UI's rights hereunder to any third party. You agree that

neither UI, nor its successors or assigns, shall be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

3. PAR ACCOUNTS.

Account registration and verification is required in order to use some features of the Service. During account registration, users are required to provide accurate, complete and current information about themselves in all required fields. Should any of your own information change after submitting it to UI, you are required to update that information as soon as possible. Should UI suspect that your registration information is not complete, current or accurate, your PAR Account may be subject to suspension or termination.

You are responsible for maintaining the confidentiality of your password and are fully responsible for all activities that occur under your PAR Account. You agree: (a) neither to provide your password to any third party, nor to allow any third party to access your PAR Account, excluding those employees or contractors acting on your behalf, with your express permission and subject to obligations of confidentiality with respect to Content; (b) to immediately notify us of any unauthorized use of your PAR Account or any other breach of security; and (c) that you will establish and maintain only one PAR Account at a time.

4. PRIVACY.

You acknowledge, consent and agree that UI may access, preserve, and disclose your PAR Account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of UI, its users and the public.

UI respects the privacy of all personal information you provide to the Service and shall use such information solely for the operations of the Service.

5. USER CONDUCT.

You understand that all Content on the Service is the sole responsibility of the user of the Service who provided or published it.

You agree to NOT use the Service to:

- publish any Content that is unlawful, abusive, harassing, tortuous, defamatory, obscene, libelous, invasive of another's privacy, or racially, ethnically or otherwise objectionable;
- impersonate any person or entity, including without limitation, any UI official, content editor, guide or host;
- forge or otherwise manipulate identifiers in order to disguise the origin of any Content published via the Service, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- publish any Content that you do not have authority and/or a right to make available under any law or under contractual or fiduciary relationships (inside information, proprietary and

confidential information disclosed as part of employment relationships or under nondisclosure agreements, etc.);

- publish any Content that infringes any patent, trademark, trade secret, copyright or other intellectual property or other proprietary rights of any party;
- publish or exchange any Content that is subject to disclosure, security, or privacy prohibitions or restrictions under federal or state laws and regulations related to protected health information and/or participation by an individual in human subject research, except as permitted by such laws or regulations
- publish or exchange any Content that is classified, subject to export control laws and regulations, and/or economic sanctions and embargoes laws and regulations of the United States
- publish any material that contains software viruses or any other computer code that interrupts, destroys or limits the functionality of any computer software or hardware or telecommunications equipment; or
- intentionally or unintentionally violate any applicable local, state, national or international law, regulation or order, including without limitation, any laws regarding privacy or any regulations promulgated by the SEC or any rules of any national or other securities exchange.

You acknowledge that UI may or may not pre-screen Content, but that UI and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, refuse, or remove any Content that is available via the Service. You agree to evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.

Should any Content be reported to UI as being offensive or inappropriate, or otherwise in violation of this Section or any other provision of the TOS, UI may call upon the user storing, uploading, or publishing the content to retract, or modify the Content in question. UI has the full authority to terminate the Account of a user storing, uploading, or publishing such Content, but is under no obligation to restrict or monitor Content in any way. UI has unilateral right but has no obligation to delete any Content it deems offensive, inappropriate, or otherwise in violation of this Section or any other provision of the TOS.

6. INDEMNITY.

You agree to indemnify and hold UI, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any alleged claim or demand, including reasonable attorney fees, made by any third party due to or arising out of your Content, your use of the Service, your connection to the Service, your violation of the TOS, your granting other individuals access to your account, as permitted under the TOS, or your violation of any rights of another.

7. TERMINATION.

You agree that UI, in its sole discretion, may terminate your Account and/or the Account of any other user associated with your Organization for any reason, including and without limitation, lack of use or if UI believes that you have violated the TOS. You agree that any termination of your access to the Service under any provision of this TOS may be effected without prior notice, and acknowledge and agree that

UI may immediately deactivate or delete your Content and all related information. You agree that UI shall not be liable to you or any third-party for any termination of your access to the Service.

8. LINKS.

For your convenience, this site may contain links to web sites operated by others. These sites are not maintained or controlled by us, and we are not responsible for their content. Although we have made an effort to link only to appropriate sites, some may contain inaccurate or unfounded material. You acknowledge and agree that UI shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of, or reliance on, such links.

9. CONTENT.

UI claims no ownership or control over any Content contributed by users of the Service. Except as provided under Section 13, UI disclaims any obligation for monitoring and/or enforcement of any license associated with Content contributed by a user of the Service. By posting any Content, you represent that you have the Organizational authority, as applicable, and rights necessary to contribute such Content (and for UI to use and make available such Content) without violation of any intellectual property or other rights or any laws or regulations. However, by submitting Content to the Service, you hereby grant UI a worldwide, non-exclusive, royalty-free, non-sublicenseable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content solely in connection with the Service.

Unless you elect to make your Content publicly available through the Service, UI shall treat your Content related to pesticide application confidential, to the extent permitted by law. Notwithstanding the foregoing, such obligations of confidentiality shall not apply to your Content if it: is or becomes available to the public through no breach of these TOS by UI; is lawfully obtained from a third party by UI without restriction and without breach of these TOS; is required by court order, law, or other governmental regulation or authority to be disclosed, in which circumstances UI shall make reasonable efforts, as permitted, to provide notice of such disclosure by UI to you.

10. DISCLAIMER OF WARRANTIES.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. UI MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, INCLUDING BUT NOT LIMITED TO YOUR SATISFACTION OF ANY LEGAL OBLIGATIONS TO THIRD PARTIES, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. UI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO CONTENT OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM UI OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY.

11. LIMITATION OF LIABILITY.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UI, ITS SUPPLIERS, LICENSORS, INTEGRATORS OR CONTENT PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE TO YOU UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES (EVEN IF UI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR COMPUTER, TRANSMISSIONS OR DATA; (III) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (IV) ANY OTHER MATTER RELATING TO THE SERVICE. YOU AGREE THAT, NOTWITHSTANDING ANY OBLIGATIONS OF CONFIDENTIALITY ASSUMED BY UI WITH RESPECT TO YOUR CONTENT, UI ITS SUPPLIERS, LICENSORS, INTEGRATORS OR CONTENT PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS SHALL NOT BE LIABLE TO YOU FOR ANY BREACH OF THE SERVICE BY A THIRD PARTY, LAPSE OF SECURITY, OR INADVERTENT DISCLOSURE OR EXPOSURE OF YOUR CONTENT.

12. EXCLUSIONS AND LIMITATIONS.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you.

13. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

UI respects the intellectual property of others, and we ask our users to do the same. UI may, in appropriate circumstances and at its discretion, disable, and/or terminate the Accounts of users who may be infringers of intellectual property rights. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide UI's Copyright Agent the following information:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work or other intellectual property claimed to have been infringed.
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit UI to locate the material.
- iv. Information reasonably sufficient to permit UI to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other intellectual property owner, its agent, or the law.
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

UI's Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

Information Security Office
University of Idaho
875 Perimeter Dr. MS 3155
Moscow, ID 83844-3155
Phone: (208) 885-2522
Email: dmca@uidaho.edu

14. NO RESALE OR OTHER TRANSFER.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service. You may not assign or otherwise transfer your Account without the prior written consent of UI.

15. GENERAL INFORMATION

Entire Agreement.

The TOS constitutes the entire agreement between you and UI and governs your use of the Service, superseding any prior agreements between you and UI with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other UI services, affiliate services, third-party content, or third-party software.

Choice of Law and Forum.

The TOS and the relationship between you and UI shall be governed by the laws of the State of Idaho without regard to its conflict of law provisions. You and UI agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Latah County, Idaho.

Waiver and Severability of Terms.

The failure of UI to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

16. VIOLATIONS.

Please report any violations of the TOS to:

Pest Management Planner support,

PMPsupport@idahopar.org