

Welcome to the Pesticide Risk Tool (PRT). PRT is maintained by the IPM Institute of North America, Inc., an independent non-profit organization formed in 1998 to leverage market-based power to improve health and environment through Integrated Pest Management, or IPM, and other best practices. Primary funding for the development of PRT is through user and organization fees. PRT is made available to You subject to the following terms and conditions. By using PRT, you signify that you have read and agree to the Master Subscription Agreement.

1. Definitions

- **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- **"Agreement"** means this Master Subscription Agreement.
- **"Content"** means information obtained by Us from Our content licensors or publicly available sources and provided to You.
- **"pesticiderisk.org," and "Pesticide Risk Tool"** refer to Our trademark and to the websites that host the Purchased Services.
- **"Malicious Code"** means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- **"Normal Business Hours"** means Monday through Friday, 8AM to 4PM (US Central Time Zone).
- **"Purchased Services"** means the products and services that You purchase through subscription regardless of whether a fee is paid or collected for Your subscription. "Purchased Services" exclude Content.
- **"Third-party Program"** means an entity operating a standards program or certification that requires or provides credit to participants for using the Pesticide Risk Tool.
- **"User"** means an individual who is authorized by You to use the Purchased Services or Content, for whom You have ordered the Purchased Services, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.
- **"We," "Us" or "Our"** refers to the IPM Institute of North America, Inc.
- **"You" or "Your"** means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.
- **"Your Data"** means electronic data and information submitted by or for You for use in the Purchased Services, or collected and processed by or for You using the Purchased Services, excluding Content.

2. Acceptance of Terms and Conditions

The following describes the terms on which We offer You access to the Purchased Services and Content. By accessing the Purchased Services or Content, you agree to these terms and conditions. We reserve the right to revise the terms and conditions at any time by posting an updated version of this Agreement on the pesticiderisk.org websites. You are responsible for regularly reviewing this Agreement for any updates. Your continued use of the Purchased Services after an updated Agreement is posted will constitute your

acceptance of the updated Agreement. If You do not agree to the updated Agreement terms, You agree that you will not use the Purchased Services. You may request a partial refund for any fee We received from You if you choose not to accept the updated Agreement, prorated for the period of Your use of the Purchased Services or Content.

3. Fees and Subscriptions

1. Terms of the subscription

Unless otherwise specified, Your subscription will be on an annual basis starting on the day of Your payment or use of Your PIN provided by a Third-party Program. The first time You log into pesticiderisk.org after Your subscription has expired, You will be prompted to submit payment or enter Your PIN for the next subscription term unless you have authorized automatic payment for renewal of your subscription for another equal term.

2. Subscription Agreement

Subject to Our receipt of Your payment for the Purchased Services or use of Your PIN provided by a Third-Party Program, and subject to the restrictions set out in this Agreement, and the other terms and conditions of this Agreement, We hereby grant You a non-exclusive, non-transferable right to use the Purchased Services during the subscription term solely for Your internal business operations.

3. Sliding scale fee policy

We are a non-profit entity, aiming to assist in the reduction of negative impacts of pesticide applications. Our goal is to make the Purchased Services accessible to all who might benefit from the Purchased Services by basing the subscription fee on Your organization income.

You must select of the correct subscription fee based on Your business income. We reserve the right to request documentation from You to determine if You have selected the correct subscription fee. If You select an incorrect fee, We reserve the right to suspend Your access to the Purchased Services until the correct fee is paid.

4. Use of Service and Content

1. Your responsibilities

1. You are responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data.
2. You will use commercially reasonable efforts to prevent unauthorized access to or use of the Purchased Services. You must notify Us promptly of any unauthorized access or use.
3. You will use the Purchased Services only in accordance with applicable laws and government regulations.

4. You will not communicate to others any risk estimates generated from use of the Purchased Services that have been manipulated by You without prior written agreement by Us, unless you also concurrently and jointly communicate the original risk estimates provided by Us along with Your rationale and the methods You used to manipulate the risk estimates.
5. You agree that Our liability for any loss or damage resulting from Your use of the Purchased Services or Content is strictly limited to a pro-rated refund on the unused portion of Your subscription fee for the current subscription period.
6. You agree that it is solely Your responsibility to ensure that Your pesticide applications meet all applicable regulations. We provide no information or guidance on pesticide or pesticide use regulations, rules or other legal requirements.

2. Our Responsibilities

1. We will, during the subscription term, provide the Purchased Services to You subject to the terms of this agreement.
2. We will make commercially reasonable efforts to make the Purchased Services available 24 hours a day, seven days a week, except for planned maintenance carried out at a time scheduled. If planned maintenance is likely to result in the Purchased Services to be unavailable to You for more than 30 minutes, We shall provide 48-hours advance notice of planned maintenance by posting such notice on the pesticiderisk.org website.
3. We will make commercially reasonable efforts to perform unscheduled maintenance outside of Normal Business Hours.
4. We will make commercially reasonable efforts to ensure the quality and accuracy of the risk estimates included in the Purchased Services., with the goal of minimizing the chance that risk index values are substantially underestimated.
5. We will, as part of the Purchased Services and at no additional cost to You, provide You with the Our standard customer support services during Normal Business Hours.

3. Restrictions on website use

1. You will not make Purchased Services or Content available to anyone other than You.
2. You will not sell, resell, license, sublicense, distribute, rent or lease any Purchased Services or Content, or include any Purchased Services or Content in a Purchased Services bureau or outsourcing offering unless approved by Us.
3. You will not use any Purchased Services to store or transmit infringing or unlawful material, or to store or transmit material in violation of third-party privacy rights.
4. You will not use any Purchased Services to store or transmit Malicious Code.
5. You will not interfere with or disrupt the integrity or performance of any Purchased Services or Content or third-party data contained therein.

6. You will not attempt to gain unauthorized access to any Purchased Services or Content or its related systems or networks.
7. You will not permit direct or indirect access to or use of any Purchased Services or Content in a way that circumvents this Agreement.
8. You will not copy any Purchased Services or any part, feature, function or user interface thereof except as permitted herein.
9. You will not copy Content except as permitted herein.
10. You will not frame or mirror any part of any Purchased Services or Content.
11. You will not access any Purchased Services or Content in order to build a competitive product or service.
12. You will not reverse engineer any Purchased Services of Content to the extent such restriction is permitted by law.

4. Intellectual property

1. Trademarks and licenses

The pesticiderisk.org and Pesticide Risk Tool names, as well as the Pesticide Risk Tool logo are Our trademarks. You are given license to use these trademarks in association with the use of the Purchased Services. The omission of a copyright or trademark notice on the Purchased Services shall not be interpreted to mean the material is, or cause the material to be, in the public domain. We grant You a limited, personal, non-exclusive, non-assignable, and non-transferable license to use the name and trademarks subject to the restrictions outlined in this Agreement.

2. Attribution of data output

If you make results from the Purchased Services available to anyone outside of Your company, or incorporate those results into your own documents or presentations, you must include attribution indicating that the results and/or the presentation of the results were produced by Us. Whenever possible, such attribution should take the form of a link to the pesticiderisk.org website.

5. Development of the Purchased Services and Content

1. Non exclusivity of specific features developed

Unless otherwise agreed in writing by Us, or unless the features are applicable only to a subset of Users, all additional features or ideas for features contributed by You will be made available to all pesticiderisk.org users, regardless of the source of funding for the development of those features or ideas for features.

6. Disclaimer

- 1. While we take commercially reasonable steps to ensure the quality of the Purchased Services and Content, We make no guarantee or warranty of any kind, whether express or implied as regard to any of the following:**
 1. The uninterrupted or stable availability, accessibility of the Purchased Services or Content.
 2. The suitability or compatibility of the Purchased Services or Content with any computer system, software or information storage or retrieval system.
 3. The security or privacy of any information which you submit to Us.
 4. The absence of virus or malicious software or machine readable code anywhere in the Purchased Services or Content.
 5. The accuracy of the Purchased Services and Content.
- 2. All Purchased Services or Content are provided without any or warranty of any kind. You use the Purchased Services and Content at your own discretion and risk.**
- 3. We disclaim absolutely and to the fullest extent permitted by law any and all liability for all loss or damage which may be caused by using or accessing the Purchased Services or Content, whether direct or consequential and howsoever caused.**