



STAR DATA USE AGREEMENT – FOR PARTNER USE

(AFFILIATE, SUPPORTING ENTITY, RESEARCH PARTNER OR CONTRACTING COMPANY)

STAR Data Use Agreement
(Effective as of _____)

This STAR Data Use Agreement ("**Data Use Agreement**") is between Saving Tomorrow's Agriculture Resources (STAR), a not for profit entity, with its principal address at 2110 West Park Court, Suite C, Champaign, IL 61821, and (organization) _____ ("**Data Recipient**"), a _____ organization with its principal address at _____.

STAR anticipates disclosing to Data Recipient producer data including, but not limited to, email addresses, field boundaries, management plans, economic conditions, conservation practices, operational details, and information concerning customized services ("**Producer Data**") through the STAR Web Tool platform ("**Web Tool**") (the domain startool.ag, all of its subdomains, application, documents, and project use). Data Recipient will use Producer Data solely in furtherance of the STAR Affiliate Initiative ("**Purpose**").

Data Recipient agrees to maintain the secrecy of the disclosed information as follows:

1. Definitions.

"**Data Recipient**" means the organization that is signing this form, including all individuals within the company who will come in contact with STAR Data.

"**Data Provider**" means the STAR producer participant, or the participant's representative.

"**STAR**" means Saving Tomorrow's Agriculture Resources.

"**STAR Data**" means Producer Data and all other data collected, processed, analyzed, or generated by STAR and its contractors, suppliers, and partners as part of the STAR Initiative furnished in any form to Data Recipient pursuant to the Purpose that STAR intends to remain secret from third parties on the grounds that its disclosure would violate the agreement STAR executed with the Data Provider(s), cause STAR competitive harm, or waive a privilege granted by law.

"**STAR Initiative**" means an initiative developed by STAR and/or the state STAR Affiliate partners that offers farmers and ranch operators a simple, free, and confidential tool to evaluate their conservation management practices, with a goal to encourage the continued adoption of conservation practices and to





recognize farmers and ranchers for their commitment to land stewardship. The initiative includes scoring individual field-level practices using a 1-5 STAR rating system.

2. **Nondisclosure Obligation.** Data Recipient acknowledges having been informed of the sensitive nature of the STAR Data and shall, except as required by law or legal process as provided in Section 11 below, keep all STAR Data received in confidence and shall not disclose or reveal the existence or the content of any STAR Data to any third party as noted below. In keeping STAR Data in confidence, Data Recipient will use at least the same degree of care as it uses to protect its own confidential company and personal information of like nature, but not less than a reasonable degree of care.
 - a. STAR Data, including personal information, email address, field boundaries, management plans, economic conditions, conservation practices, operational details, customized services, and results may be used by Data Recipient only in support of the STAR Initiative and exclusively for such work as they were requested or contracted with to conduct.
 - b. STAR Data may only be shared with others that are legally bound by a Data Use Agreement, including employees and contractors of **Data Recipient**.
 - c. STAR Data may not be shared with a third party unless specifically agreed to by the producer that provided the applicable Producer Data (“**Data Provider**”) and an authorized STAR representative.
 - d. Aggregated, anonymized information including management practices, economic data, conservation practices, and results shall be collected, reported to, published by, and used by STAR to support the services, grant reporting, and related duties associated with the STAR Initiative. Select third parties as described and restricted below, may also be provided aggregated, anonymized data. Such aggregate level, anonymous information will not identify personal information, field boundaries or other Producer Data to any entity outside of STAR. STAR and third parties may only use and share such information to support the interests of Data Providers, primarily by analyzing program information to better understand the impact of conservation practices on environmental outcomes, crop or livestock production, and farm or ranch profitability. The use of such data is limited to those activities that will promote the adoption of conservation efforts; improve and develop conservation and economic applications; promote and improve agriculture technologies; and promote environmental responsibility, whether or not any such uses and purposes result in monetary benefit to STAR or third-parties. STAR and third parties also may use such aggregated, anonymous information to support efforts to fund the foregoing. All third parties to whom STAR makes such information available will be required to sign an agreement that contains restrictions consistent with this **Data Use Agreement**.
 - e. Producer Data, which includes producer identifying information (such as name, email address, physical address, or field boundaries) provided by Data Providers must not be transmitted to or be accessible by anyone who has not signed this **Data Use Agreement** without permission from the Data Provider.
3. **Exclusions.** Data Recipient shall have no obligation of confidentiality as provided in Section 2 above to the extent that Data Recipient can demonstrate:
 - a. The data is, or, after disclosure under this **Data Use Agreement**, becomes, publicly available through no fault of Data Recipient;
 - b. The data has been disclosed by STAR to others without any obligation of confidentiality;



- c. The data was furnished by a third party who, to Data Recipient's knowledge, had no confidentiality obligation to STAR; and/or
 - d. The data was in Data Recipient's possession on a non-confidential basis prior to receipt from STAR.
4. **Enforcement.** This **Data Use Agreement** shall continue in force in perpetuity.
 5. **Ownership.** Data Recipient acknowledges that the Producer Data received from STAR is and shall remain the sole and exclusive property of the Data Provider and that other STAR Data is and shall remain the sole and exclusive property of STAR. However, STAR grants each Data Provider the right to use all STAR Data provided to the Data Provider for personal use.
 6. **Legal and Equitable Relief.** Data Recipient acknowledges that monetary remedies may be inadequate to protect against breaches of duties applicable to STAR Data, and that injunctive relief may be appropriate to protect such rights. Data Recipient acknowledges that STAR may be irreparably damaged to the extent that any of the terms of this **Data Use Agreement** are violated and agrees that such terms shall be enforceable through (i) seeking the issuance of an injunction restraining the unauthorized copying, duplication, use, dissemination or disclosure of any STAR Data, or (ii) any other legal or equitable remedies, which shall be cumulative with and not exclusive of any other remedy or remedies.
 7. **Assignment.** Neither this **Data Use Agreement** nor any right granted hereunder shall be assignable or otherwise transferable.
 8. **Entire Agreement.** This **Data Use Agreement** is the entire Agreement between the parties relating to its subject matter and supersedes all prior agreements, written or oral.
 9. **Amendments.** This **Data Use Agreement** may be modified only by a writing signed by all parties.
 10. **Severability.** If any term or provision of this **Data Use Agreement** shall be found to be illegal or unenforceable, then, notwithstanding that term, all other terms of this **Data Use Agreement** shall remain in full force and effect.
 11. **Disclosures Required by Law.** Disclosure of STAR Data shall be permitted to the extent demanded by subpoena or other validly issued administrative or judicial process; provided that Data Recipient shall promptly notify STAR and tender to it, if it so elects, the defense of such demand. If requested by STAR, Data Recipient shall reasonably cooperate (at the expense of the requesting party) in the defense of the demand. Data Recipient otherwise shall disclose such STAR Data only as and to the extent it is legally required to do so.
 12. **Governing Law.** This **Data Use Agreement** shall be governed by and construed in accordance with the laws of the State of Illinois applicable to agreements made, and fully to be performed, in Illinois by residents thereof.
 13. **Return of STAR Data.** Upon the request of the Data Provider, STAR, and to the extent reasonably possible, Data Recipient will destroy or return all relevant STAR Data existing in tangible form, as well as all notes, memoranda, reports or other writings, in any format, containing STAR Data.
 14. **Proprietary Rights.** By furnishing STAR Data, STAR does not convey or transfer to Data Recipient any title to, license or interest in, the STAR Data.
 15. **No Warranties.** STAR Data and other information are furnished "AS IS" and without any warranty, express or implied, concerning its accuracy, completeness, or performance. STAR expressly disclaims all warranties of use, fitness for particular purpose, merchantability, and non-infringement of third-party rights, and Data Recipient assumes all risks associated with its reliance on STAR Data.
 16. **Loss, Theft, or Unauthorized Disclosure.** Promptly upon discovery, Data Recipient will notify STAR of any loss, theft, or unauthorized disclosure or use of STAR Data and will cooperate in good faith to mitigate any damage to STAR.



17. No Third-Party Beneficiaries. The parties do not intend for this **Data Use Agreement** to benefit any third party.
18. No Waiver. The failure of STAR to enforce any provision of this **Data Use Agreement** shall not operate as STAR's waiver of the particular provision or this **Data Use Agreement** as a whole or serve as a waiver of any subsequent rights of enforcement.
19. Notices. A party will deliver all notices contemplated under this **Data Use Agreement** to the other party as prescribed below. All notices must be in writing and delivered by: postage prepaid, certified mail, return-receipt requested; overnight prepaid commercial delivery; fax; or other commercial methods with delivery verification. Notice is effective upon receipt. A party shall notify the other party of any change in the contact information.

STAR – Saving Tomorrow's Agriculture Resources

2110 West Park Court, Suite C
Champaign, IL 61821
Info@STARconservation.org

Data Recipient

Organization

Address

City, State, Zip

Phone: _____

Email: _____



IN WITNESS WHEREOF, the parties have caused this **Data Use Agreement** to be executed by their duly authorized representatives as of the date first set forth above.

Company Name

BY: _____ DATE: _____

Name: _____

Title: _____

STAR - Saving Tomorrow's Agriculture Resources

BY: _____ DATE: _____

Name: _____

Title: _____



TERMS OF USE & DATA PRIVACY POLICY

[FOR BACKGROUND]

POSTED ON March 27, 2024

Terms of Use

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.

Data Privacy Policy

STAR is committed to protecting the privacy of producer participants and other users of our STAR Tool and Site. This Policy is designed to inform Users about the types of information that STAR gathers about Users and explain the limitations on our use of that information. STAR will never sell a Producer's "Personal Identifiable Information," such as name, e-mail address, physical address, or field boundaries.

This privacy policy ("Policy") explains what personal information STAR may collect through the STAR Tool (<https://app.starfreetool.com>) and the STAR website (<https://www.STARconservation.org/>), how that information may be used, to whom it may be disclosed, and how it is safeguarded. Unless indicated otherwise, this Policy applies only to information collected through the STAR Tool and Site and related web interfaces where this Policy is displayed or linked by us (the "Site"). This policy applies regardless of the device used to access the Site. We may refer to ourselves as "we," "us," or "our" throughout this Policy.



This Policy is subject to change at any time. Updates to this Policy are posted on the Site when they become available. We encourage you to review this Policy regularly to ensure you agree with any changes that are made. Changes become effective when we post or distribute the revised Policy. Your use of the Site constitutes your consent to the terms of this Policy. If you cannot or do not consent to the terms of this Policy, we ask that you not use this Site.

Information We Collect and Use

Information collected directly from you includes:

- **Personal Information:** We may collect personal information that you provide to us, including identification information (such as your name, address, email address, telephone number) and account information (such as your user name and password).
- **Field Data:** We may collect farm and/or ranch data you provide to us, including land, field, geospatial (location), agronomic, application, management, farm and/or ranch operation, and other forms of farm data.

This information is collected when you register for an account and when you enter input data used for generating the STAR Score.

Information we collect automatically includes:

- **Navigational Information:** When you visit the Site, we automatically collect information related to how you got to the Site, such as browser type and version, service-provider identification, IP address, the site from which you came, and the site to which you navigate after leaving our Site. Some of this information is anonymous, as it does not permit us to identify you personally. However, we may associate this information with your personal information if you provide it.
- **Cookies and Clear gif files and Google Analytics:** This Site may also use “cookies” and other technologies to recognize users, customize their experience, or target marketing. A cookie is a small text file that a website’s server places on a user’s computer, mobile phone, or other device. The cookie transmits information back to the website’s server about the browsing activities of the user. This includes information such as pages and content viewed, the time and duration of visits, and what links a user may have clicked on the Site. Cookies can also be used to recognize users and maintain data related to a particular individual, including passwords. In some contexts, such as where a number of separate websites participate in a network, cookies can be used to track a user across different sites. Cookies are used as a standard practice by many sites.

How We Use Your Information

We may use information we collect from you for the following purposes:

- Generate STAR Score and customized Conservation Innovation Plan;
- Calculate aggregate STAR Score Results for the region(s) of which your intervention is within;
- Personalize your Site experience with content or settings tailored to you;
- Provide customer service, whether in response to a request or following up on an inquiry;
- Improve our Site, the manner in which our services are offered on our Site, or the interactions visitors have with our Site;
- Send email updates, news and announcements about the Site;



- Communicate with Users and provide customer service;
- Provide, maintain, and improve STAR's services;
- Research and develop new STAR services;
- Provide to Users technical notices, updates, security alerts, invoices, and other support and administrative messages;
- Communicate with Users about products, services, offers, promotions, and events, and provide other news and information we think will be of interest to Users; and
- Monitor and analyze trends, usage, and activities in connection with our Services.

We also use cookies and Google Analytics to improve your experience with the Site. Google Analytics is a web analysis service provided by Google that utilizes the data collected from our Site, through cookies and similar technologies, to track and examine the use of the Site, prepare reports on these activities, and share them with us. We use these cookies and the Google Analytics information to improve the delivery and performance of our Site by:

- Better understanding how you use our Site;
- Detecting and defending against fraud and other security risks; and
- Better presenting products and/or services of interest to you.

To learn more about how Google Analytics collects and processes data, please visit "How Google uses data when you use our partners' sites or apps", located at www.google.com/policies/privacy/partners/. To learn about how to opt-out of Google Analytics, please visit <http://tools.google.com/dlpage/gaoptout/>.

If you would prefer not to accept cookies from our Site or any other website, you can modify the settings in your browser. Refer to your browser's online help feature or user manual for instructions on how to do this. If you refuse to accept cookies, it is possible that some portions of the Site may not function as intended.

Use of Anonymized and Aggregated Information

We may use your data to develop anonymized and aggregated reports (reports that cannot be tracked back to any specific user or operation) for the following purposes:

- Calculate aggregate STAR Scores;
- Generate STAR program reports;
- Improve and develop sustainability assessment metrics and tools;
- Promote the understanding and adoption of sustainability; or
- Share with third parties to further the promotion and development of sustainability.

Your Information Ownership

Other than the uses outlined in this policy, personal data and agricultural operation data you provide us through the Site is only for your use. You retain ownership of your personal data and agricultural operation data, even after it is collected by us. Information you provide us that is capable of identifying you or your agricultural operation will never be shared by us with any third parties without your prior knowledge and consent.

Information We Share with Third Parties

We may provide your information to third parties who provide services to us or on our behalf, such as:



- **Vendors:** We use vendors to help handle parts of our business because of their expertise, resources, or scale. They help us do things like develop Site features and functionality; provide technical support for the Site application, database and infrastructure; and provide user support.
- **Third-Party Support:** We may use third parties to provide a variety of services to us, including, hosting the Site, providing technical support, processing and storing your information, and sending or coordinating the sending of marketing communications on our behalf.

As noted above, we may share anonymized and aggregated data publicly with our partners for use in case studies or similar programs. However, we will never share identifying information without your prior knowledge and consent.

Deleting Your Information

To terminate your account and have personal and agricultural operation data deleted from the Site, a request must be sent to info@STARconservation.org. Once the request has been confirmed and validated, information will be deleted from the site after 90 days, subject to any regulatory or technological limitations. You can request a copy of your data in the format it was provided or another commonly used format. Note that anonymized and aggregated information derived from your personal and agricultural operation data will not be deleted from the Site or removed from published or previously generated reports.

Sharing Your Information with Other Site Users

Future versions of the site may allow you to authorize other Site users to access your account and access your information. This will only be possible if you explicitly authorize this access using certain Site features. You will be able to revoke access at any time. When you authorize users to access your account and act on your behalf to provide information on the Site, the information is assumed to be yours. You are responsible to ensure that any authorized users appropriately use and protect your information. Authorized users cannot modify your user profile or delegate access settings.

California Privacy Rights: Do Not Track & Behavioral Advertising

This Site does not currently respond to “Do Not Track” signals, and does not authorize the collection of personally identifiable information by third parties or sharing of personally identifiable information with third parties except as provided in this Policy.

Links to Other Websites

While you are using the Site, you may be linked or directed to other third-party sites outside of our Site that are beyond our control. Each of these third-party sites may have a privacy policy different from ours. Please review the privacy policies of these sites carefully. We are not responsible for any actions or policies of such third parties.

Security

In order to prevent the loss or misuse of the data, we make use of industry-standard administrative, physical, and technical security measures and safeguards that are regularly checked and adapted to technical progress. However, please note that, due to the structure of the Internet, it is possible that the rules of data privacy and the aforementioned security measures may not be observed by other individuals or institutions over which we have no responsibility or control. This means that we cannot guarantee, ensure, or warrant the security of any information you transmit to us. There is no guarantee that information may not be accessed, disclosed, altered, or destroyed by breach of any of our administrative, physical, and physical safeguards. It is your responsibility to protect the security of your account and login information. Please note that emails and other communications sent to us



through our Site are not encrypted and we strongly advise you not to communicate any confidential information through these means.

In the event of a breach of the confidentiality or security of your personal information, we will notify you as necessary, and to the extent possible, so you can take appropriate protective steps. Unless you indicate otherwise, we may notify you using the email address you provided to us when you registered with our Site. You help to maintain the security of your personally identifiable information stored in our systems by keeping your username and password confidential. You should protect your password and not share it with any other individual. Be sure to sign off or log-out when finished if you are using a shared computer.

Privacy of Children

The Site is not intended for individuals under the age of 13. We do not intentionally collect personally identifiable information from users of this Site who are under the age of 13. If we become aware that a user of our Site is under the age of 13 and has provided personally identifiable information to us via our Site, we will remove that child's personal information from our files.

Reviewing or Updating Your Information or Email Preferences

Reviewing or Updating Your Information

We believe that you have a right to know that the information we collect from you is accurate and up to date. Maintaining the accuracy of that information is very important to us. If your account information is incomplete, inaccurate, or not up to date, or if you would like to review and/or request changes to any of your information, you may sign in and review or make changes to your information under your account settings (before the STAR score is generated for a field), or, you may email us at info@STARconservation.org and we will provide you with the information we have about you to review or make changes. If you need to revise data for a field after its STAR score has been generated, please email us at info@STARconservation.org. If you have further questions or concerns about your information, please contact info@STARconservation.org for further assistance.

Email Preferences

If you set up an account or otherwise sign up to receive notifications, you may receive emails from us. You may unsubscribe from these emails by following the removal instructions located at the bottom of each email. Opting out of any of these emails will not stop operational email messages such as password reset or account related information from STAR.

Visitors From Outside the U.S.

This is a U.S.-based Site. This Policy governs the information collected by STAR including information collected at this Site irrespective of where you are located when you access it, browse it, interact with it, or submit information to it. This means your personal information may be stored outside of the province, state, and/or country in which you reside (including in the U.S.), and processed by us, an affiliate or a third-party service provider as described in this Policy. Moreover, governmental and regulatory bodies that have jurisdiction (e.g., courts, regulators, and law enforcement agencies) may be entitled to access your personal information.

Contact Us

If you have questions or concerns with respect to this Policy, please contact us at info@STARconservation.org or at STAR (Saving Tomorrow's Agriculture Resources), 2110 West Park Court, Suite C Champaign, IL 61821.