

# TERMS OF USE

(Effective as of June 30, 2021)



The following Terms of Use apply to the Saving Tomorrow's Agriculture Resources (STAR) Progressive Web Application ("PWA") (the domain starfreetool.com and all of its subdomains, application, documents, and project use) and all related data sharing whether through the STAR PWA or any other means such as fillable PDFs. The STAR PWA is managed and supported by the Champaign County Soil and Water Conservation District ("CCSWCD") and certain subcontractors and partners, and suppliers. It is targeted primarily, but not limited, to and for the use of farm and ranch operators, landowners, and STAR administrators ("Users"). These Terms of Use help to define the relationship between you, as a User, and CCSWCD.

It is important that you read and understand these Terms of Use. A User's use of the STAR PWA or any subdomains ("Site"), including but not limited to any of the features, products, data transfers, or services contained or described on the Site, and participation in the STAR Initiative through other means, constitutes the User's agreement to abide by and be subject to these Terms of Use. CCSWCD may update these Terms of Use at any time. It is the User's sole responsibility to check the Site from time to time to view any such changes, and continued usage of the Site after any changes to these Terms of Use shall constitute User's acceptance of and User will be subject to, those changes.

Besides these Terms of Use, CCSWCD also published a Privacy Policy (below). The Privacy Policy explains how we collect, use, and share information about you when you access or use our Site. By using our Site and services, you agree to the applicability and terms of the Privacy Policy.

## I. MODIFICATION OF THE AGREEMENT

We maintain the right to modify these Terms of Use and may do so by posting modifications on this page. Any modification is effective immediately upon posting the modification unless otherwise stated. Your continued use of the STAR PWA following the posting of any modification signifies your acceptance of that modification. You should regularly visit this page to review the current Terms of Use.

## II. PRODUCTS AND SERVICES

STAR is an exciting initiative developed by farmers and soil and water conservation professionals that offers farm and ranch operators and landowners a simple, free, and confidential tool to evaluate their conservation management practices. The goal of STAR is to encourage the continued adoption of conservation practices and recognize farmers and ranchers for their commitment to stewardship. From improved nutrient management to cover crops to edge of field practices and even crop rotation or inclusion of livestock, a suite of practices can result in a rating of between 1-5 STARs. This objective is accomplished by scoring individual field-level practices, which then translates to a STAR Rating.

## III. WARRANTY DISCLAIMER

THE SITE AND ITS CONTENT ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, CCSWCD AND ITS SUBCONTRACTORS, PARTNERS, AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, REGARDING THE SITE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CCSWCD AND ITS SUBCONTRACTORS, PARTNERS, AND SUPPLIERS MAKE NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE SITE.

## IV. LIMITATION OF LIABILITY; RELEASE; INDEMNIFICATION

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CCSWCD OR ITS SUBCONTRACTORS OR, PARTNERS, OR SUPPLIERS, OR ANY OF THEIR AFFILIATES, DIRECTORS, OR EMPLOYEES, OR THEIR LICENSORS OR

PARTNERS, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR ANY DAMAGES WHATSOEVER, SUFFERED OR CLAIMED BY A USER, HOWEVER ARISING, AND WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CCSWCD HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. THE USER RELEASES CCSWCD AND ITS SUBCONTRACTORS, PARTNERS, AND SUPPLIERS FROM LIABILITY FOR ANY SUCH DAMAGES, AND FROM ANY OTHER LIABILITY, INCLUDING BUT NOT LIMITED TO LIABILITY THAT MAY RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SITE; (C) THE SITE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SITE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH CCSWCD, ITS SUBCONTRACTORS, PARTNERS, OR SUPPLIERS, OR ANY OTHER USER OF THE SITE. THE USER SHALL INDEMNIFY, DEFEND AND HOLD CCSWCD AND ITS SUBCONTRACTORS, PARTNERS AND SUPPLIERS, AND ANY DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES OF ANY OF THEM, HARMLESS FROM CLAIMS OR ACTIONS BY THIRD PARTIES ARISING OUT OF OR RESULTING FROM THE USER'S UNLAWFUL USE OF THE RESOURCES OR OTHER VIOLATION OF THESE TERMS OF USE.

#### V. REGISTRANT ACCOUNT, PASSWORD, AND SECURITY

In order to access the full STAR products and services, you must complete a registration process by providing us with current, complete, and accurate information as prompted by the applicable registration form. You also may be requested to choose a password and a username. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify CCSWCD immediately of any unauthorized use of your account or any other breach of security. CCSWCD will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge, and you could be held liable for losses incurred by CCSWCD or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

#### VI. NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the Site and STAR services ("**Resources**"), you will not use them for any purpose that is unlawful or prohibited by these Terms of Use, or by any other conditions, and notices. You may not use the Resources in any manner that could damage, disable, overburden, or impair any CCSWCD server, or the network(s) connected to any server of CCSWCD or any of its subcontractors, partners or suppliers, or interfere with any other party's use and enjoyment of any Resources. You may not attempt to gain unauthorized access to any Resources, other accounts, computer systems or networks connected to any CCSWCD server or to any of the Resources, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Resources. CCSWCD either owns or has rights to the Resources, and retains (either for itself or its subcontractors, and, partners and suppliers) any intellectual property rights that exist in the Resources. Users may use the Resources as provided in these Terms of Use subject to such rights. Users may not remove, obscure, or alter any of our branding, logos, or legal notices.

CCSWCD reserves the right to monitor your use of the Resources to ensure compliance with these Terms of Use and prevent fraudulent or otherwise unauthorized use. You acknowledge that such monitoring of use may include determining whether or not the Resources are accessed under the account from multiple IP addresses, as well as noting excessive downloads or a disproportionate number of Users. Systematic access or extraction of content from the Resources, including, but not limited to, the use of "bots" or "spiders," is prohibited. If such monitoring indicates you are not in compliance with these Terms of Use or if fraudulent activity is suspected, CCSWCD reserves the right to take such action as it deems necessary, including, but not limited to, termination of a Registrant's account.

#### VII. USE OF RESOURCES

The Resources may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photos, fillable PDFs, and/or other message, communication, or documentation facilities designed to enable you to communicate with others ("**Communication Services**"). We want to maintain a constructive

and respectful environment for all of our Users. You agree to use the Communication Services and other Resources only to post, send, and receive messages and materials that are appropriate and proper, and, when applicable, related to the particular Communication Service, and to follow and comply with all guidelines that may be applicable to the Communication Services. By way of example, and not as a limitation, you agree that when using the Communication Services and other Resources, you will not:

- Use the Communication Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Defame, abuse, bully, harass, stalk, harm, defraud, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information.
- Upload, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright, or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.
- Use any material or information which is made available through the Resources in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- Abuse, harm, interfere with or disrupt the Communication Services; and to that end you will not upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage or interfere with the operation of the Communication Services or another person's computer or property.
- Advertise or offer to sell or buy any goods or services for any business purpose unless such Communication Services specifically allow such messages.
- Download any file posted by another User of a Communication Service that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner.
- Falsify or delete any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other User from using and enjoying the Communication Services.
- Violate any applicable laws or regulations.
- Create a false identity for the purpose of misleading others.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of Users of the Resources or other User or usage information or any portion thereof.

CCSWCD has no obligation to monitor the Communication Services. However, CCSWCD reserves the right to review materials posted to the Communication Services and to remove any materials it deems inappropriate in its sole discretion. CCSWCD reserves the right to terminate your access to any or all of the Communication Services at any time.

CCSWCD reserves the right to disclose any information it deems necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CCSWCD's sole discretion.

CCSWCD does not control or endorse the content, messages or information found in any Communication Services and CCSWCD disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Services.

#### VIII. MATERIALS AND INFORMATION PROVIDED TO CCSWCD OR POSTED ON THE SITE

CCSWCD does not claim ownership of the materials and information you provide to CCSWCD (including feedback and suggestions) or post, upload, input, or submit for review by the general public, or by the members of any public or private community ("**Submission**"). However, by posting, uploading, inputting, providing, or submitting ("**Posting**") your

Submission you are granting CCSWCD permission to use your Submission, without compensation or other consideration, in connection with the operation of its business (including all Resources), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat your Submission; with your permission, to publish your name in connection with your Submission; and the right to sublicense such rights to any supplier of the Resources. CCSWCD is under no obligation to post or use any Submission you may provide and CCSWCD may remove any Submission at any time in its sole discretion.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submission.

In addition to the warranty and representation set forth above, by Posting a Submission that contains images, photographs, pictures or that are otherwise graphical in whole or in part ("**Images**"), you warrant and represent that (a) you are the copyright owner of such Images, or that the copyright owner of such Images has granted you permission to use such Images or any content and/or images contained in such Images consistent with the manner and purpose of your use and as otherwise permitted by these Terms of Use and the Resources, (b) you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use, and (c) that each person depicted in such Images, if any, has provided consent to the use of the Images, including, by way of example, the distribution, public display and reproduction of such Images. By posting Images, you are granting to all persons who have access to the Images, without compensation, permission to use your Images in connection with the permitted use of any of the Resources, and including a non-exclusive, world-wide, royalty-free license to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Images without having your name attached to such Images, and the right to sublicense such rights to any supplier of the Resources. The preceding licenses for Images will terminate at the time you completely remove such Images from the Resources, provided that, such termination shall not affect any licenses granted in connection with such Images prior to the time you completely remove such Images.

#### IX. NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

CCSWCD attempts to obey all applicable copyright laws. Any claim of copyright violation should be reported to CCSWCD; and we will review all such claims and will remove content from its Site and other materials that we conclude has been posted or distributed in violation of copyright laws. If you believe that any content CCSWCD hosts on its Site violates your rights under copyright laws, you should submit notice of such violation in compliance with the Digital Millennium Copyright Act ("**DMCA**") to the following:

Erin Gundy  
Resource Conservationist  
Champaign County Soil and Water Conservation District  
2110 W. Park Ct. Suite C  
Champaign, IL 61821  
Telephone : (217) 352-3536, ext. 3  
Email : [info@starfreetool.com](mailto:info@starfreetool.com)

The notice must contain the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- 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 the service provider to locate the material;

- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate and made under penalty of perjury, and that you are the owner, or authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed.

#### X. LINKS TO THIRD PARTY SITES

Links to other sites will let you leave STAR's Site. The linked sites are not under the control of CCSWCD and CCSWCD is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. CCSWCD is not responsible for webcasting or any other form of transmission received from any linked site. CCSWCD is providing these links only as a convenience, and the inclusion of any link does not imply endorsement by CCSWCD of that site.

#### XI. UNSOLICITED IDEA SUBMISSION

Neither CCSWCD nor subcontractors, partners, or suppliers, or any of their respective employees, agents, or representatives, will accept or consider unsolicited ideas, including ideas for new promotions, new products, services or technologies, processes, materials, document or presentation formats, marketing plans or new product or service names. Please do not send any original creative artwork, samples, demos, or other works. The sole purpose of this policy is to avoid potential misunderstandings or disputes when CCSWCD's services or marketing strategies, or those of its subcontractors, partners, or suppliers, might seem similar to ideas submitted to CCSWCD. If, despite this admonition, you still send us your ideas and materials, please understand that neither CCSWCD nor its subcontractors, partners, or suppliers is under any obligation of confidentiality and makes no assurances that your ideas and materials will be treated as confidential or proprietary.

#### XII. USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM

For contractual purposes, you (a) consent to receive communications from CCSWCD in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that CCSWCD provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

#### XIII. CHOICE OF LAW/JURISDICTION/FORUM SELECTION/ATTORNEY FEES

You agree that any dispute arising out of or relating to the STAR program, whether based in contract, tort, statutory or other law, will be governed by federal law and by the laws of Illinois, excluding its conflicts of law provisions. You further consent to the personal jurisdiction of and exclusive venue in the federal and state courts located in and serving Champaign, Illinois as the exclusive legal forums for any such dispute.

#### XIV. GENERAL PROVISIONS

It is the User's responsibility to independently evaluate the accuracy, correctness, or completeness of the content and the services and products associated with the STAR initiative, Site, and database, to independently assess the effectiveness of operational practices, and to ensure compliance with all applicable product labels, regulations, and restrictions.

CCSWCD reserves the right at any time to modify, suspend, or discontinue the Site or any part of it. CCSWCD will not be liable to any User or other third party for any such modification, suspension, or discontinuance of the Site or its services. CCSWCD reserves the right to refuse service, terminate your User account, remove or edit content, or cancel orders at any time without notice, for any reason, including because of your violation of these Terms of Use.

If a User is an organization, such as a business, any authorized representative of the organization will be subject to these terms of Use.

# PRIVACY POLICY

Last Update: June 30, 2021

CCSWCD is committed to protecting the privacy of our Users who access and use our Site.

This is the Privacy Policy (“**Policy**”) applicable to the STAR PWA, subdomains, mobile apps, widgets, other online products or services (collectively, the “**Services**”), appearing or made available at a website managed and supported by CCSWCD (“**CCSWCD**,” “**we**,” or “**us**”). The Policy is subject to and must be read in conjunction with the Terms of Use of the Services and is binding on all Services Users. This Policy is designed to inform you about the types of information that we gather about you and your organization, how we may use that information, whether we disclose it to anyone, and the choices you have regarding our use of that information.

By using the Services you are accepting and agreeing to be bound by each of the terms set forth in this Policy. CCSWCD may modify this Policy at any time. Amended terms of this Policy are effective as of the date that they are posted. You should, therefore, review this Policy from time to time. Your access and use of the Services after the effective date of any amendment to this Policy means that you have accepted its amended Terms. If you do not agree to be bound by (or cannot comply with) the terms of this Policy as amended from time to time, you agree that your sole remedy is to cease using the Services. Your continued use of the Services constitutes your agreement to be bound by the amended terms of this Policy.

For purposes of this Policy, to use, access and/or visit the Services includes visiting the Services or any of its pages, in order to buy, request, or obtain any service or product from CCSWCD, registering (partially or completely) in the Services, and logging in and out.

## I. Collection and Use of Your Personal Information

The Services collect personal information (i.e., information that can identify specific individuals, including by name, identification number, mailing address, e-mail address, and other personal characteristics or attributes) and details about your management plans and operational details in order to provide you with customized services, and to allow the creation and maintenance of an “**Account**” to store your information. CCSWCD will use your personal information to do the following:

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

Furthermore, CCSWCD collects and uses your personal information as follows:

- The STAR PWA collects personal information and details about your management plans, conservation practices, and operational details in order to provide you with customized services, and to allow the creation and maintenance of a “**User Account**” to store your information for your future access, use and review.
- Your information will be used to generate a STAR score and STAR initiative program metrics.
- Your individual personal information, email address, management plans, economic conditions (if any), conservation practices, operational details, customized services, and results are for your use only and are not shared with any third party unless you specifically agree to a data-sharing option.
- Basic Site usage data – including the number of Users and their geographic location (by county) is collected and may be used and shared with third parties to track Site and database use and for other purposes.

- Aggregated, anonymized information including management practices, economic data (if any), conservation practices, results, and derived results may be collected, reported to, and used by CCSWCD and third parties. Such aggregate level information will not identify personal information or specific field locations and may be used and shared by CCSWCD and third parties, among other purposes, to improve and develop conservation assessment tools and to promote the understanding and adoption of soil health practices, whether or not any such uses and purposes result in any monetary benefit to CCSWCD or third parties.

In addition, the Services collect general data pertaining to each visitor, such as the visitor's IP address, operating system, browser type and version number, and the web pages viewed. This information is aggregated with all other visitor information.

CCSWCD will process personal information collected from you fairly and lawfully and will not use such personal information for purposes that are incompatible with the purposes it was requested and received.

## **II. Sharing Your Personal Information**

Your individual personal information, email address, management plans, operational details, customized services, and results are for your use only. CCSWCD will not share these with any third party unless you specifically agree to a data-sharing option. We may disclose certain information in response to subpoenas, governmental requests, legal processes, or to otherwise protect our legal or contractual obligations. We will not sell or otherwise transfer your personal information to individuals or entities outside CCSWCD or one of our authorized partners without your approval.

Aggregated, anonymized information including management practices and operational details may be collected, reported to, and used by CCSWCD and authorized third-parties. Such aggregate level information will not identify your personal information. Aggregate information may be used and shared by CCSWCD and authorized third parties, among other purposes, to improve conservation land management services and tools and to promote the understanding and adoption of sustainable agriculture practices. Such uses and purposes of aggregate level information may or may not result in monetary benefit to CCSWCD or its authorized third parties.

## **III. Cookies**

A cookie is type of identifier sent from a website to your computer system via your web browser to provide tailored features. CCSWCD uses cookies in order to secure and confirm your information when logging into partner access with your private login name and password. We do not use this information for any other purpose than to grant you access to secured website pages.

## **IV. E-mail Communications**

CCSWCD provides Users with announcements to improve and develop its Resources. These announcements can be stopped at any time by selecting the opt-out feature at the bottom of the e-mail. We do not sell or transfer e-mail lists to any of our business partners for any reason.

## **V. Preferences and Reviewing of Your Personal Information**

Users will be able to manage communication and personal information in the PWA. Alternatively, you can manage your preferences and update your personal information by sending an e-mail to [info@starfreetool.com](mailto:info@starfreetool.com) or sending a letter to the mailing address below. When contacting us please include your name, e-mail address, and the details of your request.

## **VI. Security of Your Personal Information**

CCSWCD uses a combination of industry standard encryption and security measures to protect your personal information from loss and misuse. However, information transmitted via the Internet and/or stored on systems connected to the Internet is not 100% secure. As a result, CCSWCD does not ensure, warrant, or guarantee the security or integrity of such information notwithstanding any other provision of this Privacy Policy.

## **VII. External Sites**

The Services may contain links to other websites (“**External Links**”). CCSWCD is not responsible for the privacy practices of other websites. We encourage Users to read the privacy statements of each and every website that collects information.

## **VIII. Children’s Privacy**

People under the age of eighteen (18) may not use the Services. If we learn that we have collected children’s personal information without parental consent, we will delete it from our systems.

## **IX. How to Contact Us**

You can contact CCSWCD by sending e-mail to [info@starfreetool.com](mailto:info@starfreetool.com) or sending a letter to the mailing address listed below. Please include your contact information, name of CCSWCD Site or service, and a detailed description of your request or privacy concern.

Erin Gundy  
Resource Conservationist  
Champaign County Soil and Water Conservation District  
2110 W. Park Ct. Suite C  
Champaign, IL 61821  
Telephone : (217) 352-3536, ext. 3  
Email : [info@starfreetool.com](mailto:info@starfreetool.com)

CCSWCD reserves the right to change its practices concerning information gathered from visitors to its Sites. If such changes occur, this Privacy Policy will be updated. You should check back periodically to confirm the current terms of this Policy. This Privacy Policy is not intended to and does not create any contractual or other legal rights in or on behalf of any party.