

FieldWatch Terms of Use

Date: April 21, 2020

FieldWatch, Inc. (“**FieldWatch**”) provides online services through different websites (www.FieldWatch.com; www.DriftWatch.org; www.BeeCheck.org, www.CropCheck.org, www.FieldCheck.org, and www.SeedFieldCheck.org) (together, the “**Website**”) which are subject to these Terms of Use (“**Terms**”). By using the Website, you agree to these Terms.

1. **FieldWatch Services.** The FieldWatch Website and associated smartphone applications provide online and mobile users with access to the location and contact information provided by the DriftWatch Registry, BeeCheck Registry, CropCheck Registry, SeedFieldCheck Registry, and FieldCheck Registry (together, the “**FieldWatch Registries**”). The FieldWatch Website, FieldWatch mobile Apps, and associated FieldWatch Registries make up the FieldWatch “**Services**.”
 - 1.1. **DriftWatch Registry.** FieldWatch hosts and maintains a registry of the location of specialty crops, such as fields of tomatoes, grapes, melons, and strawberries in a centralized database for geographical areas served by FieldWatch (“**DriftWatch Registry**”). FieldWatch and participating states determine which crops shall qualify for inclusion into the DriftWatch Registry. Owners and growers of specialty crops may upload crop description and location into the DriftWatch Registry after obtaining a user account.
 - 1.2. **BeeCheck Registry.** FieldWatch hosts and maintains a registry of apiary locations for geographical areas served by FieldWatch (“**BeeCheck Registry**”). Owners of apiaries may upload the location of their beehives into the BeeCheck Registry after obtaining a user account.
 - 1.3. **CropCheck Registry.** FieldWatch hosts and maintains a registry of row crop field locations for certain geographical areas served by FieldWatch (“**CropCheck Registry**”). Owners and growers of row crops (corn, soybeans, rice and cotton) may upload crop description and location into the CropCheck Registry.
 - 1.4. **SeedFieldCheck Registry.** FieldWatch hosts and maintains a registry of seed field locations for certain geographical areas served by FieldWatch (“**SeedFieldCheck Registry**”). Only approved SeedFieldCheck users may upload information to the SeedFieldCheck Registry. The SeedFieldCheck Registry is a pilot program only available to certain authorized users.
 - 1.5. **FieldCheck Registry.** FieldWatch allows commercial pesticide applicators, private pesticide applicators and grower applicators to register as users of the Services. Applicator information is maintained by the FieldCheck Registry (“**FieldCheck Registry**”).
 - 1.6. **FieldWatch Map.** Farmers, crop consultants, ag retailers and pesticide applicators may use the FieldWatch Website to access the location of specialty crops, apiaries, row crops, seed fields and other information from the DriftWatch, BeeCheck, CropCheck, and SeedFieldCheck Registries, which are displayed on the FieldWatch Website in map, list and other formats (the “**FieldWatch Map**”). FieldWatch may limit the information that is viewable on the FieldWatch Map at FieldWatch’s discretion.

- 1.7. **FieldWatch Apps.** FieldWatch may include a smartphone version of the FieldWatch Website or separate application for smartphones incorporating the Services ("**FieldWatch App**"). Use of the FieldWatch Apps is subject to these Terms and may also be subject to additional terms.
2. **Your Account.** The FieldWatch Services provide basic level information on the FieldWatch Map to any user of the Website. Additional features are available to users that register to access one or more of the FieldWatch Registries and FieldWatch Map by creating an account with a unique ID and password, providing additional information, and agreeing to abide by the FieldWatch Use Disclaimer ("**Registered Users**"). Personal Information collected when creating an account is also subject to FieldWatch's Privacy Policy. FieldWatch may terminate any Registered User's account for any reason.
3. **User Submissions.** Registered Users may upload information regarding the location and type of crop and apiary into the different FieldWatch Registries, as applicable. Each submittal by a user is considered a "**User Submission.**" You warrant that you are authorized to upload each User Submission you provide and that each User Submission is true, accurate, and not misleading. Intentionally uploading false or inaccurate User Submissions may cause termination of your account. You grant FieldWatch an unlimited license to use the information you submit in User Submissions to provide the FieldWatch Services to other users, including integrating the FieldWatch Map and information derived from the FieldWatch Registries into other online platforms that have been approved by FieldWatch. You may not upload viruses, spyware, or other malicious software to FieldWatch. Your use of the Services must be lawful at all times. FieldWatch or the applicable Data Steward may alter or delete any User Submission without recourse to you.
4. **Viewing the FieldWatch Map.** Any user of the Website may view the FieldWatch Map; Registered Users may view additional layers of data on the FieldWatch Map, as determined by FieldWatch. You shall not rely on the FieldWatch Map solely to determine the location of specialty crops, row crops or apiaries. The FieldWatch Map is intended to be a helpful tool to inform farmers, crop consultants, and pesticide applicators. FieldWatch makes no representation as to the truth or accuracy of any information contained in User Submissions. The background layers for the FieldWatch Map are provided by Google Maps. Therefore, viewing and using the FieldWatch Map is subject to Google's Terms of Service and Google Maps/Google Earth Additional Terms of Service.
5. **General Restrictions on Use.** FieldWatch grants you permission to access and use to Services, subject to the following conditions:

 - 5.1. You shall not to alter or modify any part of Services.
 - 5.2. You shall not (or attempt to) circumvent, disable or otherwise interfere with any security related features of the Services.
 - 5.3. You shall not to solicit any Registered User whose name or address is identified by use of the Services.

- 5.4. You shall not access User Submissions for any purpose other than for making pesticide application or other farming purposes.
 - 5.5. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any User Submissions for any other purposes without the prior written consent of FieldWatch.
 - 5.6. Nothing in these restrictions shall limit your ability to access User Submissions from another lawful source, such as another ag data platform to which you are a subscriber, provided that source has integrated into the Services by permission.
 - 5.7. If you desire to integrate the Services into a separate platform, you shall agree to additional terms provided by FieldWatch for such purpose. All integrations and downloads of User Submissions must be authorized by FieldWatch.
 - 5.8. You should not violate Google's Terms of Service, Google Maps/Google Earth Additional Terms of Service, or any other requirement from Google applicable to the FieldWatch Map.
- 6. Payment Terms.** Use of the Services to unregistered users is free. FieldWatch may charge a fee for certain Registered Users, at FieldWatch's discretion and with advanced notice.
- 7. Trademarks and Intellectual Property.** These Terms do not grant you any right, title, or interest in the names "FieldWatch", "DriftWatch", "CropCheck", "BeeCheck", "FieldCheck" or any other names or logos owned FieldWatch ("**Trademarks**"). You may not use the Trademarks unless authorized by FieldWatch. You agree to pay attorneys' fees incurred by FieldWatch in enforcing this provision. This restrictions on use of FieldWatch Trademarks does not apply to FieldWatch, DriftWatch and BeeCheck signs used to designate appropriate areas.
- 8. Termination.** FieldWatch reserves the right to suspend or terminate your Registered User account and use of the Services at any time, without cause, without notice and without liability to you. FieldWatch may suspend or terminate your account if you are not complying with these Terms, or using Services in any way that would cause FieldWatch legal liability or disrupt others' use of the Services. All indemnity and liability provisions in these Terms survive termination.
- 9. Disclaimer.** The Services are provided as a communications tool. You should always verify information obtained from Services with the proper source before undertaking any activities. You are responsible for ensuring the accuracy of information derived from the Services, and you assume all risks associated with your use. You are responsible for following all federal, state and local laws and regulations, including but not limited to laws and regulations regarding the use of fertilizers, pesticides, and other crop inputs. You must always follow the label when applying any pesticide. If you do not agree to the following No Warranty and Indemnity provisions, your sole remedy is to discontinue use of Services.
- 10. No Warranty.** FIELDWATCH DOES NOT PROVIDE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING (1) THE SERVICES; (2) THE CONTENT, ACCURACY, CURRENCY, OR COMPLETENESS OF USER SUBMISSIONS, or (3) INFORMATION DISPLAYED ON THE FIELDWATCH MAP. FIELDWATCH

DISCLAIMS ALL WARRANTIES WITH RESPECT TO SERVICES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, OR FITNESS FOR A PARTICULAR PURPOSE. FieldWatch does not guarantee that use of Services will reduce risk of pesticide misapplication, drift, or volatilization. You may not rely on Services as the sole source of information when making decisions. The Services may also include inaccurate information, including inaccurate information pertaining to individuals, organizations, fields, crops, seed hybrids and varieties, traits, crop inputs, agricultural production activities, and communication. Your use of any information or User Submission is at your own risk. If you believe the information contained in the Services is inaccurate, please notify FieldWatch at your earliest convenience.

11. **Indemnity.** You agree to indemnify and defend FieldWatch, including its directors, employees, agents, officers, developers, and licensors, from any damages, costs, claims, injuries, and liabilities (including attorneys' fees) arising from your use of the Services, including anyone using the Services on your behalf, such as an employee. In no event shall FieldWatch be liable for any consequential, incidental, special, indirect or punitive damages arising from your use of Services (including without limitation, damages for loss of business or good will, work stoppage, off-target or misapplication of crop protection products, loss of information or data, loss of revenue or profit or computer failure.
12. **Modifications.** FieldWatch may revise these Terms from time to time. FieldWatch will notify you, when you log into the Services, or by another means when these Terms are revised. By continuing to use the Services after revisions become effective, you agree to be bound by any revised Terms.
13. **Other Legal Terms.** The Terms are governed by Indiana law. Any suit naming FieldWatch (including any affiliated company or brand, owners, employees, attorneys, or agents) as a party involving these Terms must be filed in the Indiana state courts, or federal district court located in Indianapolis, Indiana, and you consent to venue and jurisdiction there. These Terms create no third-party beneficiary rights. FieldWatch's failure to enforce any provision in these Terms is not a waiver of the right to do so at a later date. If any provision is found unenforceable, the remaining provisions of the Agreement will remain in full effect. You may not assign your account or any of your rights in these Terms. FieldWatch may assign its rights without your consent. These Terms do not create an employee, partnership or agency relationship between you and FieldWatch.
14. **Notice.** If you need to contact FieldWatch for any purpose regarding these Terms, please email info@fieldwatch.com.