

WEBSITE TERMS OF USE

Last updated: November 17, 2023

This website is operated by NEPP, Inc., d/b/a Pollinator Pathway a 501(c)(3) corporation (“Pollinator Pathway” and “we”). These Website Terms of Use (the “Terms”) apply to all websites operated by Pollinator Pathway where the Terms are posted, including <https://www.pollinator-pathway.org/>, (collectively, the “Site”). Pollinator Pathway offers this Site and the ability for users to explore our Site, conditioned upon your acceptance of all terms, conditions, policies and notices stated in these Terms. These Terms govern your use of the Site and our services. The Site is offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained in these Terms. If you do not agree to these Terms, you must not access the Site. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

By visiting our Site, you agree to be bound by the Terms. These Terms apply to all users of the Site, including without limitation users who are website visitors, members, local town organizers, partners, board members, and/or contributors of content.

Note that personal information that is collected on the Site and through our services is collected and handled in accordance with our Privacy Policy.

PLEASE CAREFULLY READ THE DISPUTE RESOLUTION, WAIVER OF CLASS ACTION SECTION BELOW REGARDING RESTRICTIONS ON YOUR LEGAL RIGHTS IN ANY DISPUTE INVOLVING POLLINATOR PATHWAY, THESE TERMS, ADDITIONAL TERMS, OR OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SITE OR OUR SERVICES.

YOU MUST BE AT LEAST 16 YEARS OF AGE TO USE OR ACCESS THE SITE OR TO BECOME A MEMBER. YOU MAY ONLY ACCESS AND USE THE SITE IN COMPLIANCE WITH ALL APPLICABLE LAWS, RULES AND REGULATIONS.

1. GENERAL CONDITIONS

You may use the Site, including the content on it, solely for the purposes stated on the Site itself, as described in these Terms. You understand and agree that the Site is provided “as-is” and that Pollinator Pathway assumes no responsibility for the availability or functionality of the Site, or for the deletion, mis-delivery or failure to store any user communications or personalization settings.

2. USE OF SITE, SITE CONTENT, AND PROPRIETARY RIGHTS

The Site includes a broad array of content and functionality, including allowing users to post blogs and comments, receiving donations, providing information (such as plant lists, tool kits, and brochures), and providing information about local pollinator conservation organizations. All user interfaces, software, and other information and content, or portion or combination thereof, provided and made available by or for Pollinator Pathway in connection with the Site (“Site Content”) are to be used for only individual, non-

commercial purposes. You agree not to use the Site for commercial purposes. We retain all of our right, title and interest in and to Site Content. This includes, but is not limited to all copyrights, trademarks, patents, derivative works, moral rights, trade secrets, and proprietary information in all content that appears on the Site (other than the content of our third-party business partners who have permission to appear on the Site), and in all software that we develop in connection with the Site. Nothing on the Site shall be construed as granting any license or right to use any image, trademark, service mark or logo. Downloading, copying or printing individual pages and/or parts of the Site is allowed for personal, non-commercial use only, and will not transfer title to any software or material on the Site to you. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site without express written permission by us.

Pollinator Pathway does not process payment information. Payment information is handled by third-party vendors. By using the Site, you agree to your financial or payment information being shared with the third-party payment processor.

3. LICENSE FROM POLLINATOR PATHWAY

Pollinator Pathway grants you a limited, revocable, non-exclusive, non-transferable, and non-sub-licensable right to access and make personal use of the Site. Pollinator Pathway requests that you give attribution to Pollinator Pathway as the source of Site Content, or any part thereof, that is reproduced, republished, or distributed in any form, written or electronic, to the extent it is technologically feasible to do so.

4. PROHIBITED USES

You agree not to, directly or indirectly:

- a. impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity in connection with your use of the Site;
- b. use or access the Site (i) from a jurisdiction where such use or access is not authorized, (ii) for any illegal purpose, or (iii) in violation of any local, state, national, or international law;
- c. use the Site to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- d. reverse engineer, disassemble, decompile, modify, or translate any software or other components of the Site;
- e. distribute viruses or other harmful computer code through the Site;
- f. use scrapers, robots, or other data gathering devices not provided by Pollinator Pathway on or through the Site;
- g. attempt to gain unauthorized access to the Site, other accounts, computer systems or networks connected to the Site, through hacking, password mining or any other means;
- h. remove or modify any proprietary notice, copyright notice, or trademark legend, author attribution, or other notice placed on or contained within any of the Site or Site Content or attempt to disable, bypass, modify, defeat, or otherwise circumvent any digital rights management or security system used as part of the Site or Site Content;
- i. upload to the Site the personal information of others that you are not authorized to provide or using the Sites to collect or track the personal information of others;
- j. provide any content, data or information to Pollinator Pathway that contains viruses or malicious code or is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar,

obscene, libelous, invasive of another's privacy or right of publicity, hateful, or racially, ethnically or otherwise objectionable;

- k. use the Site or Site Content in a way that suggests you are a representative of Pollinator Pathway;
- l. use the Site or Site Content as a platform for external applications, or to develop applications, services, websites, or any other functionalities that leverage the Site or Site Content;
- m. infringe or misappropriate the intellectual property, proprietary or privacy rights of any third party;
- n. interfere with or disrupt the proper functioning of the Site or Site Content, Pollinator Pathway's or any third party's systems used to host the Site, or other equipment or networks used to provide the Site or Site Content;
- o. communicate the Site Content to the public, provide or make available any links, hypertext (Universal Resource Locator (URL) address) or otherwise grant access (other than a "bookmark" from a web browser) to the Site, or any part thereof;
- p. circumvent the security of the Site or any host, network, or account related thereto;
- q. use any application programming interface to access the Site or Site Content;
- r. fail to use commercially reasonable efforts to prevent the unauthorized license, access, sale, transfer, lease, transmission, distribution, or other disclosure of the Site or Site Content;
- s. allow any individual to use your account log-in credentials (e.g., password(s));
- t. cause damage to Pollinator Pathway's business, reputation, employees, members, facilities, or to any other person or legal entity;
- u. otherwise use the Site or Site Content in any manner that exceeds the scope of use granted above;
or
- v. attempt to do any of the acts described in this Section 4, or assist or permit any person in engaging in any of the acts described in this Section 4.

Any use which violates these Terms gives Pollinator Pathway the right (without notice or liability) to revoke the aforementioned license, cancel any order, or to refuse, restrict, terminate or discontinue your access to the Site or Site Content (or any portions, components, or features thereof). We shall not be liable to you or to any third-party for any modification, suspension or discontinuance of the Site.

5. MEMBER REGISTRATION

You may choose to sign up for a membership to Pollinator Pathway. You agree to provide us with accurate and complete registration information, and we disclaim any liability arising from your failure to do so.

Users are the sole creators of their membership accounts and Pollinator Pathway may not independently verify the information provided. We reserve the right to refuse registration of, or cancel your membership at our sole discretion.

6. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION ON THE SITE

Although Pollinator Pathway attempts to provide accurate service descriptions and other information, we are not responsible if information made available on the Site is not accurate, complete or current. The material on the Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the Site is at your own risk.

The Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Site at any time, but we have no obligation to update any information on the Site. You agree that it is your responsibility to monitor changes to the Site.

7. THIRD-PARTY LINKS

Certain content, products, and services available via our Site may include materials from third-parties. Third-party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

8. BLOG POSTS, COMMENTS, FEEDBACK AND OTHER PERSONAL INFORMATION AND SUBMISSIONS

You are responsible for all data, blog posts, comments, feedback, submission, text, messages or other materials that you post, transmit or otherwise make available to the Site (collectively, "Submitted Content"). By providing Submitted Content, you grant Pollinator Pathway and related entities a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, copy, modify, publish, transmit, distribute, and create derivative works from all Submitted Content. You grant all rights described in this paragraph in consideration of your use of the Site and our services and without the need for additional compensation of any sort to you. Pollinator Pathway does not claim ownership in the Submitted Content.

We may, but have no obligation to, monitor, edit or remove Submitted Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms. You represent and warrant that your Submitted Content will not (i) violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right, (ii) contain libelous or otherwise unlawful, abusive or obscene material, or (iii) contain any computer virus or other malware that could in any way affect the operation of the Site. Moreover, if you provide us with any personal information relating to another individual, whether via Submitted Content or otherwise, then you represent and warrant that you have the authority to do so and to permit us to use the information in accordance with these Terms and our Privacy Policy. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Submitted Content. You are solely responsible for any Submitted Content you provide and its accuracy. We take no responsibility and assume no liability for any Submitted Content posted by you or any third-party.

9. PROCEDURE FOR UNLAWFUL MATERIAL

General. If you believe that any material posted on the Site does not conform to these Terms, please notify us at info@pollinator-pathway.org.

DMCA Notification. We comply with the provisions of the Digital Millennium Copyright Act (the "DMCA," 17 U.S.C. §512, as amended) as applicable to the Site. If you have an intellectual property rights-related

complaint about material posted on the Site, you may contact our designated agent at the following address:

NEPP, Inc., d/b/a Pollinator Pathway
ATTN: Copyright Notification
63 St. John's Road, Wilton, CT 06897
Email: info@pollinator-pathway.org

Please note that, under applicable law, if you knowingly give false, misleading or inaccurate information that material is infringing, you may be subject to civil or criminal penalty. Any notice under the DMCA alleging that materials hosted by or distributed through the Site infringe intellectual property rights must include all of the information required by the DMCA for such notices.

10. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of the Site will be uninterrupted, timely, secure or error-free. You agree that from time to time we may remove the Site for indefinite periods of time or shut down the Site at any time, without notice to you. You expressly agree that your use of, or inability to use, the Site is at your sole risk.

We do not guarantee or warrant the security of your information or any information you disclose or transmit to us. We are not responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied or otherwise, that we will prevent such access, and we are not responsible for any damages or liabilities relating to any such incidents to the fullest extent permitted by law.

THE SITE, AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SITE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, AND WE HEREBY DISCLAIM ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. POLLINATOR PATHWAY DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS.

IN NO CASE SHALL POLLINATOR PATHWAY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF THE SITE, OUR SERVICES, OR ANY PRODUCTS PROCURED USING THE SITE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SITE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, EVEN IF ADVISED OF THEIR POSSIBILITY.

BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR

LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

IN NO EVENT SHALL POLLINATOR PATHWAY BE LIABLE, UNDER ANY LEGAL THEORY (CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, OR OTHERWISE) UNDER THESE TERMS OR OTHERWISE FOR ANY DAMAGES IN EXCESS OF ONE HUNDRED DOLLARS (\$100). SUCH LIMITATION SHALL EXTEND TO ALL LIABILITY OR POTENTIAL LIABILITY, INCLUDING FOR PERSONAL INJURY OR WRONGFUL DEATH.

EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Pollinator Pathway and its subsidiaries, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, and employees, harmless from and against any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of: (a) your violation of these Terms, the documents they incorporate by reference, or any applicable law, (b) your violation of the rights of a third-party, (c) your access to or use of the Site, (d) any dispute or issue between you and any third party concerning the Site; and (e) all claims pertaining to the Site or your use of the Site that arise from or allege negligence, fraud, or intentional misconduct committed by you. Without limiting the foregoing, we reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of that claim.

12. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms, such determination shall not affect the validity and enforceability of any other remaining provisions.

13. CONTROL OF THE SITE, MODIFICATION OF TERMS, TERMINATION

We reserve the right at any time to modify or discontinue the Site (or any part or content thereof) without notice at any time. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes. These Terms are effective unless and until terminated by either you or us. If in our sole judgment you fail, or we suspect that you have failed, to comply with any of these Terms, we also may terminate these Terms at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to the Site (or any part thereof).

We reserve the right to change these Terms on a going-forward basis at any time. Please check these Terms periodically for changes. If a change to these Terms materially modifies any user rights or obligations, we will endeavor to post notice of the modification on the Site for a reasonable period of time. Any disputes concerning or related to the Site will be resolved in accordance with the version of these Terms that was in effect at the time the dispute arose.

14. ENTIRE AGREEMENT

The failure by us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms and any policies or operating rules posted by us on the site or in respect to the Site constitutes the entire agreement and understanding between you and us and governs your use of the Site, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms).

15. GOVERNING LAW

These Terms and any separate agreements shall be governed by and construed in accordance with the laws of the State of Connecticut without regards to its conflicts of law provisions.

The Site is controlled and operated from within the United States. We make no representation that the Site is appropriate or available in locations outside the United States. Anyone choosing to access the Site from other locations are responsible for compliance with applicable laws. International visitors must comply with all local rules regarding online conduct and acceptable content, including laws regulating the export of data from the United States or your country of residence.

16. CONTACT INFORMATION

The Site is offered by NEPP, Inc., d/b/a Pollinator Pathway. You may contact us by emailing us at info@pollinator-pathway.org, or writing to us at P.O. Box 33, Wilton, CT 06897.

17. DISPUTE RESOLUTION, WAIVER OF CLASS ACTION

Pollinator Pathway will try to work in good faith to resolve any issue you have regarding the Site through its customer service department. However we realize there may be cases where we may not be able to resolve an issue to a user's satisfaction. All disputes against Pollinator Pathway, including but not limited to disputes as to these Terms, the license to the Site, Site access restriction and/or termination relating to the Site, Pollinator Pathway's trademarks, copyrights, patents, trade secrets, trade dress and other intellectual property disputes, member accounts, privacy, and disclaimer of warranties shall be governed by the laws of the State of Connecticut, and shall be submitted to a state or federal court in the State of Connecticut, including but not limited to the courts in Fairfield County, Connecticut. You irrevocably consent to exclusive jurisdiction and venue in such courts. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (a) YOU AND POLLINATOR PATHWAY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION,

AND (b) UNLESS BOTH YOU AND POLLINATOR PATHWAY AGREE, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.