



## *Conditions Of Use*

1. Agreement. Bayer CropScience LP and/or its affiliates and subsidiaries (collectively, “Bayer”, “we”, “our” or other first person pronouns) are pleased to provide to you, the user, (“you” or “your”) with this Bayer Commodity Classic portal (the “Platform”). These Conditions of Use (“Conditions”) contain the complete terms and conditions that govern your use of the Platform, except as noted below, and are a binding contract between you and Bayer.

By registering, accessing, visiting, browsing, using, or attempting to interact with, or use any part of, the Platform (including, but not limited to, submitting User Generated Content, as defined below), you agree that you have read, understand, and agree to be bound by the terms of these Conditions, and you represent and warrant that you are at least 18 years of age or the age of majority under the laws of where you reside.

We reserve the right to discontinue, or to make partial or complete modifications to, the Platform or these Conditions and/or to refuse or terminate your access to the Platform, at our sole discretion and without prior announcement. We must therefore ask you, next time you visit the Platform, to view these Conditions again and to note any changes or amendments that may have been made. Additional terms may apply to your access of the Platform as described below, which are hereby incorporated by reference (“Additional Terms”).

2. Registration and Access. To access this Platform, you may be asked to provide certain registration details or other information. It is a condition of your use of this Platform that all of the information you provide will be correct, current, and complete. You agree that you will not imitate any other person or assume a false identity. If we do not believe that you provided correct, current, or complete registration details or other information, we have the right to deny access to the Platform and to terminate or suspend your access at any time.

You may also be asked to create a username and a password. You agree that you will not share your account or account information with anyone else. Please note that you are obliged to protect your access rights from unauthorized third-party use and that you must ensure that they cannot be used by others without your authorization.

You must notify Bayer immediately if you learn that security has been violated in respect of any details available on the Platform or if unauthorized persons have obtained your access rights or if you have found indications that such access might become possible.

3. Ownership and Use. The Platform and all content used or displayed on the Platform (including the Trademarks, as defined below) are the sole property of, or are used under license by, Bayer and are protected by patent, copyright, trademark and other intellectual property laws. You understand that you have no right to use the Platform and/or content except as stated in these Conditions. Bayer grants you a non-exclusive, non-transferable, revocable, limited license to access the Platform for your personal, lawful, and non-commercial use, unless otherwise specified in writing, provided that you comply with these Conditions and that you do not remove or obscure any copyright notices or other notices displayed on the content. With respect to the Platform, you also will not:

- copy, change, reuse, reverse engineer, decode or create derivative works from, the Platform or any part of the Platform, including the software incorporated into the Platform;
- copy, reprint, modify, display, reproduce, perform, translate, download, distribute, adapt, create derivative works from, broadcast, communicate to the public by telecommunication, circulate, or sell the content retrieved from the Platform in any way, for any commercial use, or provide it to any commercial source, including other Platforms, without prior written permission from Bayer;
- use the Platform to violate any applicable law or intellectual property rights or for any obscene, discriminatory or immoral purpose; or
- interfere, or attempt to interfere, with the proper working of the Platform.

Bayer reserves all rights not expressly granted to you. If you fail to comply with these Conditions or if requested by Bayer, you agree to immediately destroy and stop all uses of any content, or any part of the content, retrieved from the Platform.

4. Trademarks. All trademarks, trade names, trade dress, service marks and logos (the “Trademarks”) on the Platform are the sole property of, or are used under license by, Bayer. You may not use or display any Trademarks without our prior written consent.

5. User Generated Content. On, or in connection with, the Platform, Bayer may ask for or allow you to communicate, submit, upload or otherwise make available text, video, chat, images, or other content (“User Generated Content”), which may be accessible and viewable by others on the Platform and by others in the public. You agree that you will not submit any User Generated Content that is defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law.

With regards to any User Generated Content, you agree to grant Bayer a non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights for the full duration of those rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, transform, adapt, translate, create derivative works based upon, publicly perform, publicly communicate, make available, and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now known or later developed, in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, without attribution (to the extent this is not contrary to mandatory provisions of applicable law), and without the requirement of permission from or payment to you or any other person or entity. You agree that submission of User Generated Content does not establish any relationship of trust and confidence between you and Bayer, and that you have no expectation of compensation whatsoever (except as may be specifically stated in a separate agreement).

You represent and warrant that your User Generated Content conforms to these Conditions and that you own or have the necessary rights and permissions including, without limitation, all copyrights, music rights and likeness rights (with respect to any person) contained in the User Generated Content, without the need for payment to any other person or entity, to use and exploit, and to authorize Bayer to use and exploit, your User Generated Content in all manners contemplated by these Conditions; and you agree to indemnify and hold Bayer harmless from any claims or expenses (including attorneys' fees) by any third party arising out of or in connection with Bayer's use and exploitation of your User Generated Content resulting from your breach of these Conditions. You also agree to waive and not to enforce any moral rights, ancillary rights or similar rights in or to the User Generated Content against Bayer or Bayer's licensees, distributors, agents, representatives and other authorized users, and agree to procure the same agreement to waive and not to enforce from others who may possess such rights.

Bayer retains the right to monitor, screen, post, remove, modify, store and review User Generated Content or communications sent through the Platform, at any time and for any reason, including to ensure that the User Generated Content conforms to these Conditions, without prior notice to you. Bayer may terminate your account and access to the Platform if your User Generated Content violates these Conditions, including unlawful postings or content, without prior notice to you. Bayer is not responsible for, and does not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by users.

6. Procedure for Making Claims of Copyright Infringement. Bayer respects the intellectual property of others. If any content uploaded to the Platform infringes upon your proprietary copyrights, you may send us a notice as described in Section 512(c)(2) of the United States Copyright Code. This process applies only to copyright issues. Other issues (e.g., impersonation, violations of someone's right of publicity, etc.), should be brought to our attention by contacting:

Bayer Law, Patents and Compliance – Crop Science  
Attention: Trademark Counsel  
800 North Lindbergh Blvd.  
St. Louis, MO 63167

(a) What Must the Notice Contain?

- All notices of claimed copyright infringement must contain the following:
- A physical or electronic signature of either you or a person authorized to act on your behalf;
- A description of the copyrighted work that you claim is being infringed;
- A description of where the material that you claim is infringing is located on the Platform;
- Your address, telephone number, email address, and all other information we may need to contact you;
- A statement by you that you have a good faith belief that the use at issue is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner of the material in question (or that you are authorized to act on behalf of the copyright owner).

**AN INCOMPLETE NOTICE WILL NOT RECEIVE A RESPONSE FROM US, SO PLEASE MAKE SURE THE NOTICE IS COMPLETE AND ACCURATE.**

(b) Where Should I Send My Notice?

Notices of claimed copyright infringement should be directed to:  
Bayer Law, Patents and Compliance – Crop Science  
Attention: Trademark Counsel  
800 North Lindbergh Blvd.  
St. Louis, MO 63167

All information you provide to our copyright agent will be used exclusively for the claimed infringement notice and response procedure, and will only be shared with other parties to the extent that the sharing is required to process the notice according to these Conditions. PLEASE NOTE: all other inquiries and communications, such as product or service questions, privacy inquiries, etc., will not receive a response if sent to the address above.

7. Data Security and Privacy. Due to the nature of the Internet, the risk of unauthorized use, disclosure, and interception of communications or materials you send to Bayer via the Internet can never be entirely eliminated, and users should be aware of these risks before communicating with Bayer via the internet. Additionally, we cannot guarantee that the availability of the Platform will be uninterrupted and that transmissions will be error-free. Your access to the Platform may be occasionally suspended or restricted for a variety of reasons including, for example, to allow for maintenance or the introduction of new services.

Please review our Privacy Statement, which is a part of these Conditions and also governs your use of the Platform, to understand how we collect, use, store, and share your personal data.

8. **Limited Liability and Disclaimer.** Bayer has compiled the detailed information provided on the Platform from internal and external sources to the best of its knowledge and belief, using professional diligence. We endeavor to expand and update this range of information on an ongoing basis. The information on the Platform is purely for the purpose of presenting Bayer and its products and services and is provided on an “AS IS” and “AS AVAILABLE” basis. However, no representation is made or warranty given, either expressly or tacitly, for the completeness or correctness of the information on the Platform or for the availability or performance of the Platform. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BAYER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE PLATFORM AND ITS CONTENT.

Please be aware that this information although accurate on the day it was published, may no longer be up to date. Although Bayer has made and will continue to make great efforts to provide accurate and up-to-date information, information published on the Platform may be incomplete or outdated and may contain inaccuracies or typographical errors. Bayer does not warrant or make any representations regarding the use, validity, accuracy, currency or reliability of, or the results of the use of, or otherwise respecting the Platform or any information published on the Platform. We therefore recommend that you check any information you obtain from the Platform prior to using it in whatever form. Advice given on the Platform, if any, does not exempt you from conducting your own checks on our latest advice – particularly our safety datasheets and technical specifications – and on our products, with a view to their suitability for the intended processes and purposes. You acknowledge that it is your responsibility to read and follow product label directions and to comply with applicable laws and regulations related to the product. Should you require any advice or instructions concerning our products or services, please contact us directly.

Bayer does not represent or warrant that the content of the Platform is free of viruses, worms or other code that may manifest contaminating or destructive properties. Users of the Platform declare that they agree to access the Platform and its content at their own risk.

Neither Bayer nor third parties involved in the writing, production or transmission of this Platform can be held liable for damage or injury resulting from any matter relating to the Platform, such as access or the impossibility of access or from the use or impossibility of use of this Platform or from the fact that you have relied on information given on this Platform. In no event shall Bayer’s total liability to you for any and all damages, losses, and causes of action exceed \$1,000.

9. **Indemnity.** IN ADDITION TO YOUR INDEMNIFICATION OBLIGATIONS RELATED TO USER GENERATED CONTENT AS OUTLINED IN SECTION 5, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BAYER AND ITS EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST LIABILITY, LOSS, DAMAGES, OBLIGATIONS, PENALTIES, CLAIMS, JUDGMENTS, DEMANDS, ASSESSMENTS, COSTS AND EXPENSES (INCLUDING ATTORNEYS’ FEES), SUITS, INVESTIGATIONS, PROCEEDINGS, AUDITS, AND CAUSES OF ACTION (INCLUDING ANY INDIRECT, SPECIAL, RELIANCE, PUNITIVE, REMOTE, INCIDENTAL, DIRECT OR CONSEQUENTIAL DAMAGES) WHICH ARISE OUT OF OR RESULT FROM YOUR USE OF THE PLATFORM IN VIOLATION OF THESE CONDITIONS.

10. **Websites and Mobile Applications of Third-Party Vendors/Links.** The Platform may contain links/references to third-party websites or mobile applications. By providing such links, Bayer does not give its approval to their contents. Neither does Bayer accept any responsibility for the availability or the contents of such websites or mobile applications or any liability for damage or injury resulting from the use of such contents, of whatever form. By providing such links, it does not imply endorsement, investigation or verification by Bayer of the linked website or mobile application or information contained therein. Links to other websites and mobile applications are provided to Platform users merely for the sake of convenience. Users access such websites and mobile applications at their own risk. The choice of links should in no way restrict users to the linked pages.

11. **International Users.** The Platform is checked, operated and updated by Bayer at Saint Louis, Missouri, United States of America (“United States”). It is exclusively intended for use in the United States and its territories. Bayer gives no guarantee that the details presented on the Platform are also correct in places outside of the United States or its territories, and, in particular, that products and services will be available with the same appearance, in the same sizes or on the same conditions. Should you access the Platform from a place outside or download contents from such a place, please note that it is your own responsibility to ensure that you act in compliance with local legislation applicable in that place.

Products mentioned on the Platform may not be available in all countries, or may come in different packaging, in different package sizes, or with different lettering or markings, depending on the country.

In the United States, the crop science business of the Bayer Group is conducted by Bayer CropScience LP. Customers in the United States are requested to address comments, questions and concerns to this entity.

12. **Sale of Bayer Products and Additional Terms.** Our products are sold in accordance with the current version of our applicable terms of sale. In addition, certain features or content on or in connection with the Platform, such as marketing programs, offers, contests, sweepstakes or other promotions (“Bayer Promotion”) may be subject to official rules and/or Additional Terms supplemental to these Conditions, and which may provide details governing the Bayer Promotion such as eligibility requirements, entry instructions, deadlines, prize information, and restrictions. If you wish to participate in a Bayer Promotion or any other activity on the Platform, please first review the applicable Bayer Promotion official rules and/or conditions, or any Additional Terms. If any Bayer Promotion’s official rules and/or conditions or any Additional Terms conflict with these Conditions, the provisions contained in the official rules and/or conditions or Additional Terms govern and control the Bayer Promotion. Your entry in to a Bayer Promotion constitutes User Generated Content and is subject to all of the provisions of these Conditions that govern your submission and our use of your User Generated Content.

13. **Electronic Communications.** You consent to receive communications from Bayer electronically, subject to local privacy laws. We will communicate with you by email or by posting notices on our Platform. You agree that all agreements, notices, disclosures and other communications that we

provide to you electronically satisfy any legal requirement that the communications be provided in writing.

14. **Applicable Law.** These Conditions and any dispute connected to these Conditions will be governed by and construed in accordance with the laws of the State of Missouri, USA (other than its rules on conflicts of laws) and the federal laws of the United States of America. Any dispute under these Conditions shall only be brought in a U.S. District Court in the Eastern District of the State of Missouri, Eastern Division, or the Circuit Court of St. Louis County, Missouri.

15. **Severability.** In the event that any portion of these Conditions not material to the remaining portions shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or conditions of these Conditions are in conflict with any applicable statute or rule of law, then such terms and conditions shall be deemed operable to the extent that they may conflict therewith and shall be deemed to be modified to conform to such statute or rule of law.

16. **Survival.** The following sections shall survive the termination of these Conditions: 3, 5, 8, 9, and 14, and any other provisions which by their nature should apply beyond their terms.

17. **Forward Looking Statements.** The Platform may contain forward-looking statements based on current assumptions and forecasts made by Bayer Group or subgroup management. Various known and unknown risks, uncertainties and other factors could lead to material differences between the actual future results, financial situation, development or performance of the company and the estimates given here. These factors include those discussed in Bayer's public reports which are available at [www.bayer.com](http://www.bayer.com). The company assumes no liability whatsoever to update these forward-looking statements or to conform them to future events or developments.

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