

MARYLAND NURSERY, LANDSCAPE, AND GREENHOUSE ASSOCIATION, INC.

WEBSITE TERMS OF USE

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Terms of Use

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

Introduction

These terms of use are entered into by and between you and Maryland Nursery, Landscape, and Greenhouse Association (MNLGA) (referred to in these Terms of Use as “we,” “us,” “our” or the “Company”). The following terms of use, together with any documents they expressly incorporate by reference (collectively, these “Terms of Use”), govern your access to and use of this website, including any content, functionality, and services delivered through the domain mnlga.org (collectively, the “Site”). By using or accessing the Site, registering with the Site, or by clicking to accept or agree to these Terms of Use when this option is made available to you, you signify your agreement to be bound by these Terms of Use and the Company’s Privacy Notice, which can be found at www.mnlga.org and is incorporated herein by reference.

Changes to These Terms of Use

We may modify these Terms of Use from time to time in our sole discretion. We will provide notice by, at a minimum, updating this posting. You are expected to carefully review these Terms of Use from time to time so you are aware of any changes. However, if we make material changes to these Terms of Use, we will notify you either through the email address you have provided us or by means of a prominent notice on the Site before the change becomes effective. Any changes to these Terms of Use will be in effect as of the “Last Updated” date referenced in these Terms of Use. Your continued use of the Site constitutes your binding acceptance to these Terms of Use, including any changes or modifications that we may make. If any part of these Terms of Use or any future changes to these Terms of Use are not acceptable to you, you must not use or access the Site.

Eligibility

THIS SITE IS OFFERED AND AVAILABLE TO USERS WHO ARE 18 YEARS OF AGE OR OLDER.

YOU MAY NOT USE, ACCESS, OR REQUEST SERVICES FROM THE SITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF USE, (B) ARE NOT AT LEAST 18

YEARS OF AGE, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THE SITE OR ANY OF THE SITE'S CONTENTS OR SERVICES BY APPLICABLE LAW.

BY USING THE SITE OR OBTAINING SERVICES FROM THE SITE, YOU REPRESENT AND WARRANT THAT YOU MEET ALL OF THE FOREGOING ELIGIBILITY REQUIREMENTS AND YOU AFFIRM THAT YOU ACCEPT AND ARE BOUND BY THESE TERMS OF USE. IF YOU DO NOT MEET ALL OF THESE REQUIREMENTS, YOU MUST NOT USE OR ACCESS THE SITE.

Intellectual Property

These Terms of Use permit you to use the Site exclusively for your personal and other commercial use. The Site and all information and content contained therein is protected by contract law and various intellectual property laws, including domestic and international copyright laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Site, except that your computer or other device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials, and you may store files that are automatically cached by your browser for display enhancement purposes. Subject to the restrictions set forth in these Terms of Use, and except for content specifically and expressly made available for redistribution, you may print or download information from the Site only for your personal and other commercial use, and not for further reproduction, publication or distribution, provided you keep intact all copyright and other proprietary notices.

These Terms of Use do not grant you any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or other intellectual property right of the Company or the respective intellectual property owners. Modification of any content on the Site is explicitly prohibited. You are also prohibited from utilizing this Site in any way that would damage its content or visibility for other visitors. As between the Company and you, the Company has and retains exclusive and valid ownership of the Site, the names and marks thereof, and all intellectual property, proprietary rights and documentation therein, and you acknowledge that the foregoing constitute valuable assets and may constitute trade secrets of the Company. The Company, and its associated logos, and all page headers, custom graphics, and other icons are service marks, trademarks, registered service marks, or registered trademarks of the Company. All other product names and company logos mentioned on the Site or in the information or content contained therein are trademarks of their respective owners. In addition to complying with all applicable laws, you agree that you will not use any such trademarks, service marks, trade dress, or other logos from this Site without the prior written authorization of the Company or the respective owners of such information or intellectual property. You agree that you will not remove, alter or obscure any copyright, legal or proprietary notices in or on any portions of the Site or the information and content contained therein.

The Company accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. Pursuant to 17 U.S.C. Section 512

as amended by Title II of the Digital Millennium Copyright Act (the "Act"), the Company reserves the right to terminate your use of the Site or the information and content contained therein if it determines in its sole and absolute discretion that you are involved in infringing activity, regardless of whether such alleged infringement is a first-time or repeat occurrence and/or whether the material or activity is ultimately determined to be infringing.

Prohibited Uses

You agree to use the Site only for lawful purposes and in accordance with these Terms of Use. Specifically, you agree:

- not to use the Site in any way that violates federal, state, local or international law or regulation, or generally accepted practices or guidelines in relevant jurisdictions (including any laws or regulations regarding the export of data or software to and from the United States or other relevant countries);
- that you will not use the Site to transmit or send unsolicited commercial communications;
- not to access (or attempt to access) the Site by any means other than through the interface that is provided by the Company;
- that you will not attempt to gain unauthorized access to, interfere with, damage, disrupt or circumvent any of the security features of any part of the Site (or the servers, networks, and databases which are connected to the Site);
- not to access (or attempt to access) the Site through any automated means (including use of scripts or web crawlers);
- not to conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Site without the Company's express written consent;
- not to introduce any spyware, viruses, Trojan horses, worms, keystroke loggers, rootkits, logic bombs or other material which is malicious or technologically harmful to the Site (or the servers, networks, and databases which are connected to the Site);
- not to use the Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- that you will not edit or otherwise modify any content on the Site that is not owned by you or another person or entity for whom you act as their agent;
- that you will not engage in any activity that interferes with or disrupts the Site (or the servers, networks, and databases which are connected to the Site);

- that you will not impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing);
- that you will not reproduce, redistribute, republish, duplicate, copy, display, sell, rent, sub-license, trade or resell any content or other aspect of the Site for any commercial purpose (except for content specifically and expressly made available for redistribution); and
- that you are solely responsible for (and that the Company has no responsibility to you or to any third party for) any breach of your obligations under these Terms of Use and for the consequences (including any loss or damage which you may suffer) of any such breach.

User Contributions

The Site may contain forms, message boards, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, “Interactive Services”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on or through the Site. All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Site, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that: (i) you own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; and (ii) all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Site.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates these Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.

- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Notice.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

If you believe that any User Contributions violate your copyright, please send a notice of copyright infringement to the Contact Information provided at the end of this document. It is the policy of the Company to terminate the user accounts of repeat infringers.

Informational Content

The information presented on or through the Site is made available solely for informational purposes. The Company uses reasonable efforts to update the information on the Site. However, the contents of the Site are subject to change without notice. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Site, or by anyone who may be informed of any of its contents.

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Please contact us at the Contact Information provided at the end of this document if you have questions about the information presented on the Site.

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This Site contains links to other Internet sites that our business partners and other third parties own or operate. Your use of each of those sites is subject to the terms of use, if any, that each of those sites have posted. We have no control over third party sites and we are not responsible for any changes to or content on them. Our inclusion of any content is not an endorsement of that material or link or the companies that own or operate the material or linked sites.

Linking to the Site and Social Media Features

You may link to the Site's homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

This Site may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on this Site.
- Send e-mails or other communications with certain content, or links to certain content, on this Site.
- Cause limited portions of content on this Site to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Site or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Site other than the homepage.
- Otherwise take any action with respect to the materials on this Site that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Risk Allocation

No Warranties

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY ADVICE OR SERVICES OBTAINED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY ADVICE OR SERVICES OBTAINED THROUGH THE SITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER(S) THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SITE OR ANY ADVICE OR SERVICES OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

IN NO EVENT WILL THE COMPANY, ITS PARENTS, SUBSIDIARIES, AFFILIATES, RELATED COMPANIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SITE, ANY WEBSITES LINKED TO THE SITE, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY/WRONGFUL DEATH, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE OR IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Modifications, Interruption of Service and Account Security

The Company reserves the right to modify or discontinue this Site with or without notice to the user. The Company shall not be liable to user or any third party should the Company exercise its right to modify or discontinue the Site. We do not guarantee continuous, uninterrupted or secure access to our Site. The operation of our Site may be interfered with or adversely affected by numerous factors or circumstances outside of our control or through acts of God.

To access the Site or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Site that all the information you provide on the Site is correct, current and complete. You agree that all information you provide to register with this Site or otherwise is governed by our Privacy Notice, and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion you have violated any provision of these Terms of Use.

Information About You and Your Visits to the Website

All information we collect on this Site is subject to our Privacy Notice. By accessing or using the Site, you consent to all actions we take with respect to your information consistent with our Privacy Notice.

Indemnification

You agree to defend, indemnify and hold harmless the Company and its successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Site, including, but not limited to, any use of the Site's content or services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Site.

General

Governing Law

These Terms of Use and all matters arising from it are governed by and construed in accordance with the laws of the State of Maryland, exclusive of its choice of law rules,

whose courts shall have exclusive jurisdiction over all disputes arising in connection with these Terms of Use and the place of performance of these Terms of Use is agreed by you to be the State of Maryland. In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Nothing in these Terms of Use limits either party's ability to seek equitable relief. The Company shall be entitled to reasonable attorneys' fees and costs in connection with enforcing any provision of these Terms of Use.

No Waivers

No waiver by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition, and any failure by the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Assignment

You will not assign any of your rights or delegate any of your obligations under these Terms of Use without our prior written consent. Any purported assignment or delegation in violation of this prohibition on assignment is null and void. No assignment or delegation relieves you of any of your obligations under these Terms of Use.

Notices

We may provide any notice to you under these Terms of Use by: (i) sending a message to the e-mail address you provide or (ii) by posting to the Site. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting.

To give us notice under these Terms of Use, you must contact us as follows: (i) by sending a message to the Contact Information provided at the end of this document; or (ii) by personal delivery, overnight courier, or registered or certified mail to the Company at the Contact Information provided at the end of this document. We may update the e-mail address or mailing address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by e-mail or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

Entire Agreement

These Terms of Use, together with any documents expressly referred to in them, constitute the entire agreement between you and the Company with respect to the Site, and supersedes all previous written or oral agreements.

Reformation/Blue-Pencil

If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms of Use shall continue in effect.

Limitations or Exclusions Not Applicable

Some states do not allow exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you. In such states, our liability and that of our third-party content providers and their respective agents shall be limited to the greatest extent permitted by law.

Contact Information

All feedback, comments, requests for technical support and other communications relating to the Site should be directed to the Company at the following:

MNLGA
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