

Grow Smart™ University Site Terms of Use

1. Introduction

BASF Corporation and its affiliates (collectively “BASF”) provide the Grow Smart™ University website (“Site”) and its contents as a convenience intended to facilitate the business or other relationship between You and BASF (“You” and “Your” refer to the entity through which you conduct business with BASF, whether a corporation, individual, partnership, proprietorship or otherwise). Your access and/or use of this Site signifies that You agree to be bound by these Site Terms of Use and the Privacy Policy. If You do not agree with these Site Terms of Use and the Privacy Policy, You should immediately cease use of the Site and the services and cease use of all information and materials you obtained through the Site. While BASF uses reasonable efforts to include accurate and up-to-date information in this Site, BASF makes no warranties or representations as to its accuracy or completeness. Your use of this Site is at your own risk.

2. Intellectual Property

BASF maintains this Site to provide information to its customers and the general public. You should assume that everything you see or read on the Site is copyrighted and may not be used without the prior written permission of BASF. Similarly, the trademarks, logos, and service marks (collectively “trademarks”) displayed on the Site, including BASF, are registered and unregistered trademarks of BASF and others. You have no license or right to use any trademark displayed on the Site, or any license under any patent or patent application or proprietary information of BASF without the prior written permission of BASF or such third party owner. You may not distribute, modify, transmit, re-use, report or use the contents of this Site for public or commercial purposes including the text images and any other features without BASF's prior written permission.

3. Disclaimer of Warranty

BASF provides the Site “as is,” and without warranty or condition of any kind either express or implied, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose or arising from a course of dealing, usage or trade practice. Without limiting the foregoing, BASF does not warrant that the Site or Your use of the Site will be uninterrupted or error-free, that defects will be corrected, or that the Site or the servers that make it available are free from viruses or other harmful components.

4. LIMITATION OF LIABILITY

NEITHER BASF NOR ANY THIRD PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES THAT MAY RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SITE OR THE MATERIALS IN THE SITE OR THE MATERIALS IN ANY SITES LINKED TO THE SITE,

EVEN IF BASF OR A BASF AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Indemnity

You agree to indemnify and hold BASF and its Affiliates, and the officers, directors, employees, agents and representatives of each of them (collectively, the "**BASF Entities**") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Site, (ii) your violation of these Terms or any applicable laws or regulations, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. You agree that BASF may assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate at your cost with our defense of these claims. You agree not to settle any matter without the prior written consent of BASF. BASF will use reasonable efforts to notify you of any such claim, action or proceeding within a reasonable period of time upon becoming aware of it.

6. Site Access

BASF may discontinue operation of all or portions of this Site at any time in its sole discretion without notice.

7. Access Codes

All access codes, user identification numbers and other passwords or security items issued to or provided by You are referred to herein as "Codes." You are solely responsible for the use and protection of the Codes and You agree to take all reasonable precautions to protect the security and integrity of the Codes and to prevent unauthorized use thereof. If You become aware of any unauthorized access or use of the Codes, You agree to immediately notify BASF.

8. Modification

BASF may at any time revise these Site Terms of Use. The amended terms will be effective upon posting on the Site. Your continued use of the Site and/or the services indicates Your continued agreement to be bound thereby.

9. Termination

You may only terminate these Terms by terminating your account with or on the Site that the Terms relate and with the continued nonuse of that Site. BASF may cancel all or any of your accounts related to the Site and the Terms as they relate to the cancelled accounts will thereby be terminated. For the sake of clarity, these Terms will continue to be in effect for any Websites or Online Services that link to these Terms and that you have an account with or otherwise subscribe to where the account or subscription has not been cancelled or terminated. In the event these Terms are terminated, you will remove all applicable Software. The following Sections shall survive termination of these Terms: Intellectual Property, Indemnity, Limitation of Liability, Applicable Law.

10. Applicable Law

Any claims or suits associated with the Site or its use shall be governed and construed in accordance with the laws of the state of New Jersey, excluding its conflicts of laws principles.