



STATE OF IDAHO

DEPARTMENT OF AGRICULTURE

C.L. "BUTCH" OTTER
Governor
CELIA R. GOULD
Director

I. ISDA Web Portal Terms of Acceptable Use

This website ("Site") is operated by the Idaho State Department of Agriculture ("ISDA") and ultimately owned by the State of Idaho as a part of the Idaho.gov domain or portal. Information, forms, documents, and other content available to you on this site are collectively called "Materials." The use and/or submittal of such materials through the Idaho.gov portal and/or ISDA proprietary software or web based systems are called the "Services." The Materials and Services available on this website are provided by ISDA, located at 2290 Old Penitentiary Road, P.O. Box 790, Boise, ID 83701-0790.

By using ISDA's Materials and Services, you are agreeing to these terms.

A. Privacy Policy

ISDA incorporates the Information Technology Resource Management Council's ("ITRMC") Idaho.gov Portal Privacy Notice (the "Privacy Policy") into these terms by reference. The current Idaho.gov Portal Privacy Notice can be found at <http://itrmc.idaho.gov/psg/p1020.pdf>.

B. Terms and Conditions

ISDA operates this website in order to provide online access to the Materials and Services. By accessing and using this Site, you agree to each of the terms and conditions set forth herein ("Terms of Use"). Additional terms and conditions applicable to specific areas of this Site or to particular content or transactions may also be posted in particular areas of the Site and, together with these Terms of Use, govern your use of those areas, content or transactions. These Terms of Use, together with applicable additional terms and conditions, are referred to as the "Agreement."

ISDA reserves the right to modify this Agreement at any time without prior notice.

i. Site Use

For publicly accessible content where no authentication is required, you may use the Services, the Site, and the Materials that you see, hear or otherwise experience on the Site solely for non-commercial, personal purposes as an informational source and/or to learn about ISDA products and services. Information provided by or to you in areas of this Site that require authentication may be covered under other Terms of Use, policies and/or laws that would supersede the information in this document. No right, title or interest in any of the Materials or Services is transferred to you, whether as a result of downloading such Materials or Services or otherwise. ISDA and the State of Idaho reserves complete title and full intellectual property rights in all Materials and Services. Except as expressly authorized by this Agreement, you may not use, alter, copy, distribute, transmit, or derive another work from any Materials or Services obtained from the Site, except as expressly permitted by the Terms of Use.

ISDA is committed to providing reasonable and appropriate measures for protecting your use of the Materials and Services on this website.

ii. Your Account

You may register to use the Materials and Services on the Site. As a registered user, you may establish an account ("Account"). As an Account holder you may enter your identification and password to authenticate your Account. Once authenticated, you will be able to interact with the Materials and Services on the Site to (I)

make purchases by uploading complete and accurate financial information, (II) input data for the purposes of applying for or maintaining licenses or permits, and/or (III) interact with databases related to ISDA's statutory and regulatory enforcement and program management responsibilities. Use of ISDA Materials and Services is not solely limited to the above-named activities. ISDA reserves the right to update the permitted and required uses of its Materials and Services as needed.

You agree that ISDA, the State of Idaho, and Access Idaho (as the third-party vendor responsible for maintenance and web-based payments for the Idaho.gov portal) may store and use registration data you provide to maintain your Account and bill fees to your Account. ISDA will take all reasonable and appropriate measures to protect non-public personal or confidential information entered when using the Materials or Services described herein.

iii. Authentication

If you have registered and been issued an identification and password in order to access the materials or Services on this Site, you are responsible for maintaining the confidentiality of your member identification and password information, not writing it down in plain text, disclosing it to others, or otherwise allowing others to utilize the username and password provided, or created, by you. In order to do this, you must take reasonable measures to ensure your password is secure. You agree to update your registration and authentication data as necessary to keep it accurate and complete.

You agree to accept responsibility for all activities that occur under your identification and password regardless of whether the activities are known to you or not. ISDA and the State of Idaho cannot be held accountable in any way for ignorance of basic security practices. Ignorance of basic security practices is not an excuse for non-compliance with applicable policies or laws.

iv. User Conduct

You agree to use the Site only for lawful purposes.

You agree not to take any action that might compromise the security of the Site, render the Site inaccessible to others or otherwise cause damage to the Site, Materials, or Services.

You agree not to add to, subtract from, or otherwise modify the Materials and Services, or to attempt to access any Materials or Services that are not intended for you.

You agree not to use the Site in any manner that might interfere with the rights of third parties.

v. Links to Third-Party Websites

Links on the Site to third party websites or information are provided solely as a convenience to you. Such links do not constitute or imply an endorsement, sponsorship, or recommendation by ISDA of the third party, the third-party website, or the information contained therein. ISDA is not responsible for the availability of any such websites. ISDA is not responsible or liable for any such website or the content thereon. If you use the links to other websites provided on the Site, you will leave the ISDA provided Services and will be subject to the terms of use and privacy policies applicable to those websites.

vi. Linking to this Site

Unless specifically authorized by ISDA, you may not create links to this Site that bypass the home page or other parts of the Site that do not contain references to ISDA's Terms of Acceptable Use and incorporated Privacy Policy.

vii. Downloading Files

ISDA cannot and does not guarantee or warrant that files available for downloading through the Site will be free of infection by software viruses or other harmful computer code, files or programs. ISDA does take reasonable and appropriate measures to maintain a secure website and content to limit the spread of malicious code and

viruses. If malicious code is identified you are encouraged to report it to ISDA's web master at info@agri.idaho.gov.

viii. Disclaimer

The information provided on this Site is for your general information and use only. Neither ISDA nor any third party agency provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. ISDA takes reasonable and appropriate measures to maintain the timeliness and accuracy of information. However, data is provided from other state agencies and ISDA, and may not have been reviewed or audited, and may contain errors, omissions, or misstatements.

ix. Limitation of Liability

IN NO EVENT WILL ISDA BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY GENERAL, DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF:

- (I) THE USE OR INABILITY TO USE THE SITE, THE MATERIALS, OR THE SERVICES;
- (II) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SITE;
- (III) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SITE, THE MATERIALS AND/OR THE SERVICES;
- (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR
- (V) ANY OTHER MATTER RELATING TO THE SITE, THE MATERIALS, OR THE SERVICES, EVEN IF ISDA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE SITE, THE MATERIALS, THE SERVICES, OR WITH THE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO CONSTITUTE A WAIVER OF THE STATE'S SOVEREIGN IMMUNITY, WHICH IMMUNITY IS HEREBY EXPRESSLY RESERVED.

x. Choice of Law – Choice of Forum

If any part of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of this Agreement, all of which will remain in full force and effect. Any and all disputes relating to this Agreement, the Privacy Policy, your use of the Site, the Materials, or Services are governed by, and will be interpreted in accordance with, the laws of the State of Idaho, without regard to any conflict of law provisions.

xi. Sufficient Appropriation

ISDA is a state governmental agency and it is understood and agreed that ISDA's provision of Materials and Services under this Agreement shall be paid from Idaho State Legislative appropriations. The Legislature is under no legal obligation to make appropriations to fulfill any portion of this Agreement. This Agreement shall in no way or manner be construed so as to bind or obligate the ISDA or the State of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time.

The State reserves the right to terminate this Agreement in whole or in part if, in its sole judgment, the Legislature of the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for ISDA or the State to continue the provision of Materials and Services under this Agreement. Neither ISDA nor the State shall be required to transfer funds between accounts in the event that funds are reduced or unavailable.

In the event of non-appropriation, neither ISDA nor the State shall be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom.

xi. Questions and Feedback

ISDA will do its best to answer any question or concern you may have regarding the information on this website but we may have to direct requests to another agency for answers. For questions, concerns and general feedback, please contact us at info@agri.idaho.gov or by any of the methods described by visiting the Contact Us link at the bottom of any agri.idaho.gov webpage.