

BOISE PROJECT BOARD OF CONTROL TERMS AND CONDITIONS

Terms and Conditions of Website Use

The Boise Project Board of Control and its affiliates including the five member irrigation districts (Big Bend Irrigation District, Boise-Kuna Irrigation District, Nampa & Meridian Irrigation District, New York Irrigation District, and Wilder Irrigation District (collectively referred to herein as **“Boise Project Board of Control”** **Boise Project**, **“our”**, **“us”** or **“we”**) provide this website, accessible at <http://www.boiseproject.net/> (the**“Site”**), subject to the following terms and conditions (**“Terms”**). Please read carefully these Terms and our Privacy Policy, which may be found at <http://www.boiseproject.net/img/PrivacyPolicy.pdf>. These Terms govern your access to and use of the Site and any text, graphics, images, software, audio, video, information or other materials that The Boise Project Board of Control makes available through the Site (collectively, **“Content”**), and constitute a binding legal agreement between you and The Boise Project Board of Control.

Certain areas of the Site (and your access to or use of certain Content) may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site or Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site or Content, as applicable.

YOU ACKNOWLEDGE AND AGREE THAT, BY ACCESSING OR USING THE SITE, OR BY DOWNLOADING OR POSTING ANY CONTENT FROM OR ON THE SITE, YOU ARE INDICATING THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS, WHETHER OR NOT YOU HAVE REGISTERED ON OR THROUGH THE SITE. IF YOU DO NOT AGREE TO THESE TERMS, THEN YOU HAVE NO RIGHT TO ACCESS OR USE THE SITE. If you accept or agree to these Terms on behalf of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms and, in such event, **“you”** and **“your”** will refer and apply to that company or other legal entity.

MODIFICATION

The Boise Project Board of Control reserves the right, at its sole discretion, to modify, discontinue or terminate the Site or to modify these Terms, at any time and without prior notice. If we modify these Terms we will post the modification on the Site or provide you with notice of the modification. We will also update the **“Last Updated Date”** at the top of these Terms. By continuing to access or use the Site after we have posted a modification on the Site or have provided you with notice of a modification, you are indicating that you agree to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Site.

ELIGIBILITY

The Site is intended solely for persons who are 13 or older and access the Site within the United States. Any access to or use of the Site by anyone under 13 is expressly prohibited. By accessing or using the Site, you represent and warrant that you are 13 or older.

ACCOUNT REGISTRATION

In order to use certain features of the Site, such as our online career portal or distributor service area, you must register to create an account (“**Account**”). During the registration process, you will be required to provide certain information and you will establish a username and a password. You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. The Boise Project Board of Control reserves the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your password. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Account, whether or not you have authorized such activities or actions. You will immediately notify The Boise Project Board of Control of any unauthorized use of your Account.

PRIVACY

See The Boise Project Board of Control’s Privacy Policy at <http://www.boiseproject.net/img/PrivacyPolicy.pdf> for information and notices concerning The Boise Project Board of Control’s collection and use of your personal information.

OWNERSHIP

The Site and Content are protected by copyright, trademark, and other laws of the United States. You acknowledge and agree that the Site and Content, including all associated intellectual property rights, are the exclusive property of The Boise Project Board of Control and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site or Content.

LICENSES GRANTED BY THE BOISE PROJECT BOARD OF CONTROL

Subject to your compliance with the terms and conditions of these Terms, The Boise Project Board of Control grants you a limited, non-exclusive, non-transferable license to view, download and print any The Boise Project Board of Control Content solely for your personal and non-commercial purposes. You have no right to sublicense the license rights granted in this section. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Site or Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or

controlled by The Boise Project Board of Control or its licensors, except for the licenses and rights expressly granted in these Terms.

USER SUBMISSIONS

You understand and agree that any feedback or other information that you choose to submit to The Boise Project Board of Control about our Site, products or business is deemed non-confidential and you grant us a worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, distribute, modify, create derivative works based upon and otherwise exploit such feedback or other information for any purpose, subject to The Boise Project Board of Control's Privacy Policy.

In addition, we may from time to time, in our sole discretion, provide means for users to post, upload, or publish content to or through the Site. By engaging in any of these activities, you grant to The Boise Project Board of Control a worldwide, perpetual, irrevocable, fully-paid, royalty-free, sub-licensable and transferable license under any and all intellectual property rights that you own or control to use, copy, distribute, edit, display and otherwise exploit such content for The Boise Project Board of Control's internal business purposes and to make that content available via the Site consistent with the purposes for which we enable you to post, upload, or publish it.

You acknowledge and agree that you are solely responsible for any information or content that you submit to The Boise Project Board of Control or make available through the Site, and you represent and warrant that: (i) you have all necessary rights to submit such information to The Boise Project Board of Control or make such content available through the Site, and to permit us to use it as described above; and (ii) the information or content that you furnish, and our use or exploitation of such information or content as permitted above, will not infringe, misappropriate, or violate any third party's patents, copyrights, trade secret rights, rights of privacy or publicity, or other rights. We are under no obligation to screen or monitor any user-furnished content on the Site.

GENERAL PROHIBITIONS

You agree not to do any of the following:

- Post, upload, publish, submit or transmit any content or information that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances.

- Use, display, mirror or frame the Site, or any individual element within the Site, The Boise Project Board of Control's name, any Boise Project Board of Control trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without The Boise Project Board of Control's express written consent;
- Access, tamper with, or use non-public areas of the Site, The Boise Project Board of Control's computer systems, or the technical delivery systems of The Boise Project Board of Control's providers;
- Attempt to probe, scan, or test the vulnerability of any The Boise Project Board of Control system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by The Boise Project Board of Control or any of The Boise Project Board of Control's providers or any other third party (including another user) to protect the Site or Content;
- Attempt to access or search the Site or Content or download Content from the Site through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by The Boise Project Board of Control or other generally available third party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a The Boise Project Board of Control trademark, logo URL or product name without The Boise Project Board of Control's express written consent;
- Use the Site or Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site or Content to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site or Content;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Site;
- Collect or store any personally identifiable information from the Site from other users of the Site without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation; or
- Encourage or enable any other individual to do any of the foregoing.

The Boise Project Board of Control will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. The Boise Project Board of Control may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that The Boise Project Board of Control has no obligation to monitor your access to or use of the Site or Content or to review or edit any Content, but has the right to do so for the purpose of operating the Site, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. The Boise Project Board of Control reserves the right, at any time and

without prior notice, to remove or disable access to any Content that The Boise Project Board of Control, at its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Site.

LINKS

The Site contains links to third-party websites or resources. You acknowledge and agree that The Boise Project Board of Control is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by The Boise Project Board of Control of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources or the Content, products, or services on or available from such websites or resources. The Site also contains links to other The Boise Project Board of Control websites that are operated separately from this Site or are otherwise subject to other terms as posted or referenced thereon. You agree that your use of any such The Boise Project Board of Control websites will be subject to all applicable terms, conditions, and policies posted or referenced on those websites.

TERMINATION AND ACCOUNT CANCELLATION

If you breach any of these Terms, The Boise Project Board of Control will have the right to suspend or disable your Account or terminate these Terms, at its sole discretion and without prior notice to you. The Boise Project Board of Control reserves the right to revoke your access to and use of the Site and Content at any time, with or without cause. You may cancel your Account at any time by sending an email from <http://www.boiseproject.net/index.php?pg=contactus>

DISCLAIMERS

THE SITE AND CONTENT ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, THE BOISE PROJECT BOARD OF CONTROL EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. THE BOISE PROJECT BOARD OF CONTROL MAKES NO WARRANTY THAT THE SITE OR CONTENT WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. THE BOISE PROJECT BOARD OF CONTROL MAKES NO WARRANTY REGARDING THE QUALITY OF ANY PRODUCTS, SERVICES OR CONTENT OBTAINED THROUGH THE SITE OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE BOISE PROJECT BOARD OF CONTROL OR THROUGH THE SITE OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

INDEMNITY

You agree to defend, indemnify, and hold The Boise Project Board of Control, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with your access to or use of the Site or Content, or your violation of these Terms.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SITE AND CONTENT REMAINS WITH YOU. NEITHER THE BOISE PROJECT BOARD OF CONTROL NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE BOISE PROJECT BOARD OF CONTROL HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL THE BOISE PROJECT BOARD OF CONTROL'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SITE OR CONTENT EXCEED FIFTY DOLLARS (\$50). THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE BOISE PROJECT BOARD OF CONTROL AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

PROPRIETARY RIGHTS NOTICES

All trademarks, service marks, logos, trade names and any other proprietary designations of The Boise Project Board of Control used herein are trademarks or registered trademarks of The Boise Project Board of Control. Any other trademarks, service marks, logos, trade names and any other proprietary designations are the trademarks or registered trademarks of their respective parties.

CONTROLLING LAW AND JURISDICTION

These Terms and any action related thereto will be governed by the laws of the State of Idaho without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any

action to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights will be the state and federal courts located in Ada County, Idaho and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

ENTIRE AGREEMENT

These Terms constitute the entire and exclusive understanding and agreement between The Boise Project Board of Control and you regarding the Site and Content, and these Terms supersede and replace any and all prior oral or written understandings or agreements between The Boise Project Board of Control and you regarding the Site and Content.

ASSIGNMENT

You may not assign or transfer these Terms, by operation of law or otherwise, without The Boise Project Board of Control's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. The Boise Project Board of Control may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

NOTICES

Any notices or other communications permitted or required hereunder, including those regarding modifications to these Terms, will be in writing and given by The Boise Project Board of Control: (i) via email (in each case to the address that you provide); or (ii) by posting to the Site. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

DISPUTE RESOLUTION

You and The Boise Project Board of Control agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Site (collectively, "**Disputes**") will be settled by binding arbitration, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. **You acknowledge and agree that you and The Boise Project Board of Control are each waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.** Further, unless both you and The Boise Project Board of Control otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

Arbitration Rules and Governing Law

. The arbitration will be administered by the American Arbitration Association (“AAA”) in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the “AAA Rules”) then in effect, except as modified by this “Dispute Resolution” section. (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

Arbitration Process

. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at www.adr.org/si.asp?id=3477 and a separate form for California residents at www.adr.org/si.asp?id=3485.) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of Idaho and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

Arbitration Location and Procedure

. Unless you and The Boise Project Board of Control otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and The Boise Project Board of Control submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator’s Decision

. The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. The Boise Project Board of Control will not seek, and hereby waives all rights it may have under applicable law to recover, attorneys’ fees and expenses if it prevails in arbitration.

Fees

. Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for damages does not exceed \$75,000, The Boise Project Board of Control will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

Changes

. Notwithstanding the provisions of the “Modification” section above, if The Boise Project Board of Control changes this “Dispute Resolution” section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email from <http://www.boiseproject.net/index.php?pg=contactus> within 30 days of the date such change became effective, as indicated in the “Last Updated Date” above or in the date of The Boise Project Board of Control’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and The Boise Project Board of Control in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

GENERAL

The failure of The Boise Project Board of Control to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of The Boise Project Board of Control. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

CONTACTING THE BOISE PROJECT BOARD OF CONTROL

If you have any questions about these Terms, please contact The Boise Project Board of Control at <http://www.boiseproject.net/index.php?pg=contactus>

or at

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