

Nelson Irrigation Corporation Terms of Use Agreement

Web-Based Order and Online Help Tools for Dealers/Distributors

In General

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Access and Security

We will provide you with a User Name and Password.

To maximize security;

- you should regularly change your Password. You can do this by contacting the administrator at webtools@nelsonirrigation.com who will forward you a new password through the mail.

You must ensure at all times that:

- your Password and User Name are kept secure and not disclosed to anyone, except to us while using the Web-Based Order and Online Help Tools;
- you do not by any other action or omission (for example leaving your computer unattended while logged on to the Web-Based Order and Online Help Tools), allow any person other than yourself to access information or effect transactions relating to your Account.

You:

1. understand that your User Name and Password allow anybody using them to obtain access to information and to effect transactions relating to your Account, as permitted by the Web-Based Order and Online Help Tools. Leaving your computer unattended while logged on to the Web-Based Order and Online Help Tools may also lead to these consequences;
2. authorize us, where the correct User Name and Password relating to you have been entered, to treat any operations on your Account, whether involving access to information or the effecting of transactions, as having been personally authorized in writing by you;
3. acknowledge that we are under no duty whatsoever to enquire or establish whether a person accessing your Account using the Web-Based Order and Online Help Tools is a person actually authorized;
4. understand that no data transmission over the Internet can be guaranteed as totally secure and that, while we will take all reasonable measures to protect the security of such information, we cannot ensure or warrant the security of any information you transmit to us using the Web-Based Order and Online Help Tools.

If you suspect that your Password or User Name may have become known to any other person, or that for any other reason another person may have been in a position to access your Account using the Web-Based Order and Online Help Tools, you must ensure that:

- your Password is changed (if relevant); and
- you inform the Administrator immediately on webtools@nelsonirrigation.com.

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1. the link is a text-only link containing only the title of the home page of this Site;
2. the link "points" only to the home page of the Site and not to deeper pages;
3. the link, when activated by a user, displays the home page of the Site full-screen and not within a "frame" on the linked Web site; and
4. the appearance, position, and other aspects of the link does not
 - i. create the false appearance that an entity or its activities or products are associated with or sponsored by NIC or its affiliates, or
 - ii. be such as to damage or dilute the goodwill associated with the name and trademarks of NIC or its affiliates.

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