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Products mentioned on this website may not be available in all countries, or may come in different packaging, in different package sizes, or with different lettering or markings, depending on the country.

In the United States, the crop science business of the Bayer Group is conducted by Bayer CropScience LP. Customers in the United States are requested to address comments, questions and concerns to this entity.

## **Sale of Bayer products and additional terms**

Our products are sold in accordance with the current version of our applicable terms of sale. In addition, certain features or content on this website, such as marketing programs, offers, contests, sweepstakes or other promotions may be subject to additional terms. By participating in any activity on this website governed by additional terms, you agree that you will be subject to those additional terms in addition to these Conditions, and in the event of a conflict, the additional terms will prevail over these Conditions.

## **Access rights**

If this website permits you to adopt a User Name and Password or to use an assigned User Name and Password in order to access features of the website, then: (1) you agree to use the website solely for legitimate purposes, and (2) when registering for a User Name, you agree that you will use only accurate and truthful information about yourself and you will not imitate any other person or assume a false identity.

Please note that you are obliged to protect your access rights from unauthorized third-party use and that you must ensure that they cannot be used by others without your authorization.

You must notify BAYER immediately if you learn that security has been violated in respect of any details available on the BAYER website or if unauthorized persons have obtained your access rights or if you have found indications that such access might become possible.

## Electronic communications

You consent to receive communications from BAYER electronically, subject to local privacy laws. We will communicate with you by email or by posting notices on our websites. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that the communications be provided in writing.

## Data security and privacy

Due to the nature of the Internet, the risk of unauthorized use, disclosure, and interception of communications or materials you send to BAYER via the Internet can never be entirely eliminated, and users should be aware of these risks before communicating with BAYER via the Internet. Additionally, we cannot guarantee that the availability of this website will be uninterrupted and that transmissions will be error-free. Your access to the website may be occasionally suspended or restricted for a variety of reasons including, for example, to allow for maintenance or the introduction of new services.

Please review our [Privacy Statement](#), which is a part of these Conditions and also governs your use of the website, to understand how we collect, use, store, and share your personal data.

## Procedure for making claims of copyright infringement

BAYER respects the intellectual property of others. If any content uploaded to this website infringes upon your proprietary copyrights, you may send us a notice as described in Section 512(c)(2) of the United States Copyright Code. This process applies only to copyright issues. Other issues (e.g., impersonation, violations of someone's right of publicity, etc.), should be brought to our attention by contacting:

BAYER Law, Patents and Compliance – Crop Science  
Attention: Trademark Counsel  
800 North Lindbergh Blvd.  
St. Louis, MO 63167

### (a) What Must the Notice Contain?

All notices of claimed copyright infringement must contain the following:

- A physical or electronic signature of either you or a person authorized to act on your behalf;
- A description of the copyrighted work that you claim is being infringed;

- A description of where the material that you claim is infringing is located on the website;
- Your address, telephone number, email address, and all other information we may need to contact you;
- A statement by you that you have a good faith belief that the use at issue is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner of the material in question (or that you are authorized to act on behalf of the copyright owner).

AN INCOMPLETE NOTICE WILL NOT RECEIVE A RESPONSE FROM US, SO PLEASE MAKE SURE THE NOTICE IS COMPLETE AND ACCURATE.

### **(b) Where Should I Send My Notice?**

Notices of claimed copyright infringement should be directed to:

BAYER Law, Patents and Compliance – Crop Science  
Attention: Trademark Counsel  
800 North Lindbergh Blvd.  
St. Louis, MO 63167

All information you provide to our copyright agent will be used exclusively for the claimed infringement notice and response procedure, and will only be shared with other parties to the extent that the sharing is required to process the notice according to these Conditions. PLEASE NOTE: all other inquiries and communications, such as product or service questions, privacy inquiries, etc., will not receive a response if sent to the address above.

### **Applicable law**

These Conditions and any dispute connected to these Conditions will be governed by and construed in accordance with the laws of the State of Missouri, USA (other than its rules on conflicts of laws) and the federal laws of the United States of America. Any dispute under these Conditions shall only be brought in a U.S. District Court in the Eastern District of the State of Missouri, Eastern Division, or the Circuit Court of St. Louis County, Missouri.

### **Forward-looking statements**

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