

# Terms and Conditions for the Use of Marketplace

This Rainforest Alliance Certified™ Marketplace (the “Marketplace”) is offered by Rainforest Alliance, Inc. (“RA”, “we” or “us”) to all companies buying or selling Rainforest Alliance Certified™ (“RAC”) products or promoting them under the RAC certification mark. Access to the Traceability System, RAC™ Use of Seal Guidelines of this Marketplace is available only to companies that complete RA’s registration process and obtain an account with username and password (“Members”). The general public (“Non-Members”) may access the Marketplace without a username and password only for the purpose of requesting information from RA, or accessing the RA Agricultural Membership Directory or Certified Products Shopping Guide. Before gaining access to the Marketplace, both Members and Non-Members (collectively, “you”) must first represent that you have read and understood, and agree to abide by, all of the terms and conditions of use contained herein (the “Agreement”). Your use of the Marketplace indicates acceptance of these terms and conditions of use.

RA may change or modify the Marketplace or this Agreement at any time. RA advises you to review this Agreement periodically for changes, because your continued use of the Marketplace indicates your acceptance of any changes.

## 1. Member Username and Password, Authority to Act and Confidentiality.

(a) Members agree to provide RA with current, complete and accurate information when completing RA’s on-line registration form. If an individual registers on behalf of a business entity as a Member, the individual registrant unconditionally warrants that he/she is legally authorized to act on behalf of the Member and to bind it to the terms of this Agreement. Individuals accessing the Marketplace and using Member usernames and passwords must be at least 18 years of age.

(b) Once assigned an account username and password, Members are responsible for keeping their usernames and passwords confidential, and are further responsible for exercising complete control over all activities that occur on their accounts, including but not limited to the uploading, posting and transmittal of information to, on and through the Marketplace.

(c) Members agree to notify RA immediately of any errors or information, or any security breaches such as unauthorized use of an account. RA may terminate an account if fraudulent, abusive, or other illegal activity occurs on the account, and may, at its discretion, refer such activity to the appropriate law enforcement agencies.

(d) Non-Members also agree to provide current, complete and accurate information about themselves and their businesses when using the “Request for Information” feature of the Marketplace.

2. Privacy of Information. RA understands the desire of both Members and Non-Members to have their individual and business information remain private and secure, and is committed to taking all reasonable and appropriate measures to safeguard against unauthorized disclosures of information. Our privacy policy, which explains RA’s on-line information practices and data security on the Marketplace, can be found on the Administration/Member Profile page.

3. Member Rules, Restrictions and Obligations. Members are prohibited from:

(a) entering and using the Marketplace except as permitted under the terms and conditions stated in this Agreement;

(b) obtaining unauthorized access to other Members’ information or data, or otherwise breaching or attempting to breach the security of Member information or data;

(c) misrepresenting themselves and their businesses in connection with their use of the Marketplace, or knowingly uploading, posting or transmitting incorrect, inaccurate or incomplete information;

(d) permitting unauthorized access to the Marketplace or use of the Members-only portions of the Marketplace by third party Non-Members;

(e) uploading, posting, transmitting or disseminating any information that is libelous, defamatory, obscene, pornographic, vulgar, abusive, harassing, threatening, harmful to others or otherwise objectionable;

(f) infringing upon the copyrights, privacy rights, trademarks or other intellectual property rights, rights in confidential information or trade secrets of RA, any other Member or any other person;

(g) interfering with or disrupting the use of the Marketplace by RA or other Members;

(h) altering or tampering with the Marketplace software solution, its appearance or functionality;

(i) uploading, posting or transmitting a computer virus, worm or other contamination which causes the Marketplace to become inaccessible, inoperable or contaminated, or which is designed to be destructive, harmful or threatening to others; and

(j) engaging in unlawful activities in connection with the Marketplace, or in activities which place RA or other Members or Non-Members at risk of civil or criminal liability.

4. Copyright Notice. (a) The Marketplace and its contents are protected Copyright © 2016 by the Rainforest Alliance, Inc., 233 Broadway, 28th Floor, New York, New York 10279. All of the writing contained in the Marketplace is the property of RA and is protected under U.S. and international copyright law. All rights reserved. The contents of this Marketplace may not be reproduced without RA's prior written permission, with the following exception: Members may print copies for their own business use, provided that the content of the copies may not be altered and the appropriate copyright and/or trademark notice must be affixed to each copy printed, where applicable.

(b) RA reserves the right to republish information or material contributed by Members and Non-Members, but only in accordance with the terms and conditions of this Agreement and the Privacy Policy referred to herein.

(c) The Marketplace is a customized web-based software solution that has been created and designed specifically for RA. The software solution is owned by RA, and is protected by U.S. and international copyright laws. Any reproduction or redistribution of the Marketplace software solution is expressly prohibited by law. Violations are subject to severe civil and criminal penalties, and violators will be prosecuted to the maximum extent possible.

5. Trademark Notice. Rainforest Alliance™, Rainforest Alliance Certified™, the RA Certified seal, the RA logo, and other names and marks of RA referenced in this Marketplace are protected trademarks or registered trademarks of RA. Unless otherwise granted rights to use such trademarks pursuant to a separate written agreement with RA, Members and Non-Members are prohibited from reproducing protected trademarks or registered trademarks of RA on product packaging and off-product promotional materials for agricultural products from RAC farms. All rights reserved.

6. Copyright Infringement. Members agree not to infringe the copyrights or other intellectual property rights of any other Members or users of the Marketplace or anyone who submits information to the Marketplace. Members must report immediately to RA any actual or suspected violations of copyright or intellectual property rights of which it becomes aware, whether such actual or suspected violation involves RA's rights, the Member's rights, the rights of another user of the Marketplace or a third party.

7. Warranty and Liability Disclaimers. (a) Except as limited by law, RA makes no representations or warranties, express or implied, with respect to the Marketplace or any portion thereof, including any warranties of merchantability, suitability, fitness for a particular purpose, title, or non-infringement of copyright, trademark or patent rights of others. RA does not represent or warrant that the information or data available on the Marketplace will be accurate or error-free.

(b) Except as limited by law, RA makes no representations or warranties, express or implied, that the files or functions contained in the Marketplace or made available for downloading are free from computer viruses, worms or other harmful contamination, or that users of the Marketplace will have uninterrupted and error-free access to the Marketplace. Members and Non-Members who access the Marketplace are responsible for implementing their own procedures and protections against possible damage to hardware, software and systems. You use the Marketplace at your own risk.

(c) In no event shall RA be liable for any loss, claim or damages, direct or indirect, consequential or incidental, punitive or other, arising from (1) the use of or failure to use the Marketplace, (2) any failure or delay in including updated materials on the Marketplace, (3) any errors, omissions, inaccuracies or typographical errors on the Marketplace, (4) any libelous, defamatory, obscene, pornographic, vulgar, abusive, harassing, threatening, harmful or otherwise objectionable or illegal

content on the Marketplace transmitted to or placed on the Marketplace, (5) any infringement of another's rights, including intellectual property rights, (6) any unauthorized access to or alteration of transmissions of data on the Marketplace or failure of information or data to transmit, or (7) any decisions made or actions taken in reliance upon information found on the Marketplace.

(d) RA reserves the right to make changes or improvements to the Marketplace or to the Marketplace software solution, or to update or correct information or data on the Marketplace, at any time.

8. Indemnification. Members and Non-Members who use the Marketplace agree to defend, indemnify and hold harmless RA, its subsidiaries, affiliates, officers, directors, employees and agents, against any claims, actions, demands, liabilities or damages (including reasonable attorneys' fees and costs), whether direct or indirect, consequential or incidental, asserted or awarded against RA or its subsidiaries, affiliates, officers, directors, employees and agents, by any third party, which arise from your use of the Marketplace, including but not limited to your breach of any of the terms and conditions of this Agreement, your negligence, gross negligence or willful misconduct, or your breach of any warranty, representation or covenant contained herein. You shall use your best efforts to cooperate with RA in the defense of any such claims.

9. Communications between RA and its Members. RA may send electronic mail to Members regarding changes or additions to the Marketplace. RA may also send electronic mail to Members for the purpose of obtaining feedback on Members' use of the Marketplace. Information obtained by RA through communications with Members will be used to improve the Marketplace and better understand Members' needs.

10. Termination. (a) By Member: A Member may terminate its account at any time by sending an electronic mail to RA at [rac@ra.org](mailto:rac@ra.org) requesting a termination of membership and stating the reason for its request. RA will respond within five business days and will confirm by electronic mail the termination of registration and membership.

(b) By RA: RA may, at its discretion, terminate or suspend a Member's access to the Marketplace for any reason, at any time, including but not limited to, breach of any of the terms and conditions contained within this Agreement. RA may also terminate or suspend a Member account due to

inactivity (i.e. failure to sign in to the Marketplace for an extended period of time, as determined by RA). In the event of such a termination, RA will send an electronic mail notification to the Member. If you believe your termination is in error, you may contact us at [rac@ra.org](mailto:rac@ra.org). Access to the Marketplace will be denied immediately once membership is terminated.

11. Links. This Marketplace may contain links to other web sites not operated by RA. These web sites are not controlled by RA and the links are provided only as a convenience. RA does not endorse any other web sites and is not responsible for their content or availability. RA recommends that you review terms and conditions and privacy policies when visiting other web sites.

12. Miscellaneous Provisions. (a) The terms and conditions contained herein shall be governed by and construed in accordance with the laws of the State of New York.

(b) Members agree that regardless of any statute or law to the contrary, any claim or other legal action arising out of or related to use of the Marketplace must be filed within one year after the reason for the claim or other legal action arose. In addition, the claim or other legal action must be filed in a court located in the County of New York, State of New York, U.S.A.

(c) Members agree that no joint venture, partnership, employment or agency relationship exists between you and RA as a result of this Agreement or use of this Marketplace.

(d) In the event that any portion of this Agreement is deemed to be invalid or unenforceable pursuant to applicable law including, but not limited to the warranty disclaimers and liability limitations set forth above, the remaining provisions of this Agreement shall remain in full force and effect.

(e) RA's failure to exercise or enforce any right or provision contained in this Agreement shall not constitute a waiver of that right or provision.

(f) This Agreement constitutes the entire agreement between you and RA regarding the use of this Marketplace, and supersedes all prior writings or understandings between you and RA with respect to this Marketplace.

(g) RA reserves the right to, and may from time to time, change or modify the terms and conditions under which it offers Members and Non-Members access to and use of the Marketplace. It is your responsibility to review this Agreement periodically, because your continued use of the Marketplace signifies your acceptance of any changes to this Agreement. The date on which this Agreement was last modified shall be posted at the top of the Agreement.

Last Modified: October 29, 2016