

## TERMS AND CONDITIONS



**2006 Control® System Software, LLC.** All rights reserved. **Connection Central** is a trademark of **CONTROL® System Software, LLC.** All other brands or product names are trademarks of their respective owners. Access to **Connection Central** is provided by NEW Cooperative, Inc. (otherwise known as The Company) in conjunction with **CONTROL® Systems Software, LLC** and is subject to these Terms of Use. This Agreement details your responsibilities as a Subscriber to **Connection Central**. It includes disclaimers of liability and other matters of interest to users. When you use or access, or permit any other person to use or access the Site, you agree to these Terms and Conditions. The Subscriber is granted the right to receive the information authorized through the Service only under the terms stated herein.

**Restrictions of Use/Limitations of Access:** In consideration of your use of this Site, you represent that you are the owner or manager of the account(s) you are authorized to access. Subject to these Terms and Conditions, you have a nonexclusive, nontransferable, limited right to access, use and display the Site and the materials thereon relating to your account or other accounts you are authorized to access.

**User Conduct:** In using this Site, you agree: 1) not to disrupt or interfere with the security of, or otherwise abuse, the Site or any service, system resources, accounts, servers, or networks connected to or accessible through the Site or linked websites; 2) not to disrupt or interfere with any other user's enjoyment of the site or linked sites; 3) not to upload, post or otherwise transmit through or on the Site any viruses or other harmful, disruptive or destructive files; 4) not to use or attempt to use or access the personal account or personal information of another or create or use a false identity on the Site; and 5) not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access. Cashing, unauthorized hypertext links to the site and the framing of any contents available through the Site are prohibited. We reserve the right to disable any unauthorized links or frames.

**Account Information and Passcode Protection:** Access and use of password protected/and or secure areas of the Site is restricted to authorized users only. To prevent unauthorized access to your account and to prevent unauthorized use of the site, you agree to protect and kept confidential your account number, user name and Passcode or any other means of accessing your account or this Site to any person not authorized to access your account. If you disclose your account number, user name or Passcode to any person or entity, you assume all risks and losses associated with such disclosures. If you believe someone may attempt to use or has used your account without your permission, or that any other unauthorized use of your account number or Passcode or security breach has occurred, you must change your Passcode. It is your obligation to immediately notify The Company by calling 515-955-2040 during normal business hours if you believe unauthorized access or use has occurred.

**Use of Web Site Information:** You may download, view, copy and print documents and graphics incorporated in these documents (the "Documents") from this Web site subject to the following: (1) the Documents may be used solely for personal, informational, non-commercial purposes; and (2) the Documents may not be modified or altered in any way. Except as expressly provided herein, you may not use, download, upload, copy, print, display, perform, reproduce, publish, license, post, transmit or distribute any information from this Web site in whole or in part without the prior written permission of **CONTROL® Systems Software, LLC.** You should not send any confidential or proprietary information to us via the Site, except in connection with your business and to perform those functions permitted by the Site.

**Changes:** The Company may amend or change these Terms of Use from time to time, in our sole discretion, by posting the updated terms on this Site. Please access and review these Terms of Use regularly. These Terms of Use apply exclusively to your access and use of the Site and do not alter the terms or conditions of any other agreement between us.

The Company may terminate, change, suspend or discontinue any aspect of this Site, including its contents or the availability of any features of the Site at any time. We may also impose limits on certain features and services, restrict your access to part or the entire Site, or terminate your use of the Site at any time, without notice or liability.

**Copyright and Trademark Notice:** The images, text, screens and web pages appearing on this Site are owned by **CONTROL® Systems Software, LLC.**, as indicated and are protected by copyright laws. You agree not to copy, display, distribute, download, license, sublicense, modify, publish, report, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and material on this Site, except as provided in these Terms of Use, without our written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on this Site are the trademarks, service marks or logos of **The Company**.

**Choice of Law/Successors:** These Terms of Use shall be governed by the laws of the State of Iowa and the federal laws of the United States, without regard to any choice of law provision, and shall inure to the benefit of our successors and

assigns, whether by merger, consolidation, or otherwise. For all disputes arising from or related to the Site, you agree to submit to the personal jurisdiction of the state and federal courts located in Iowa.

This Agreement constitutes the entire agreement between you and **The Company** with respect to the terms of usage of the Site. Any cause of action you may have with respect to your use of the Site must be commenced within one (1) year after the claim of cause of action arises. If for any reason a court of competent jurisdiction finds any portion of this agreement or portion thereof to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

**Tax Information; Disclaimer:** The Providers specifically disclaim any warranty or representation that the information as presented, sequenced, or compiled constitutes tax advice or legal advice. Any tax-related Information provided through the Service is for illustrative purposes only, and the assumptions contained therein may not be applicable to an individual Subscriber's tax status. Subscriber shall be solely responsible to verify all tax data presented to assure its accuracy and completeness. A Subscriber's overall tax liability, including all credits, deductions and penalties, will depend on facts and circumstances outside the knowledge and control of the Providers. Subscribers must therefore independently review, verify and correct all tax-related Information obtained from the Service, and are encouraged to seek the advice of a competent tax professional.

**Subscriber Indemnity:** Subscriber will indemnify and hold harmless the Providers and their respective employees, officers, directors and other agents from any and all Claims or Losses imposed on, incurred by or asserted as a result of or relating to: a) any noncompliance by Subscriber with the terms and conditions hereof; and b) any third party actions related to Subscriber's receipt and use of the Information, whether authorized or unauthorized under these Terms.

**Offer Contracts - Standard Terms and Conditions:** ANY OFFER TO SELL GRAIN TO NEW COOPERATIVE, INC. ("NEW COOP") UTILIZING THIS WEBSITE, IS MADE ACCORDING TO THE STANDARD TERMS AND CONDITIONS SET FORTH HEREIN. BY CHECKING THE BOX BELOW AND CLICKING "AGREE, YOU ACKNOWLEDGE THAT (i) YOU HAVE READ AND REVIEWED THE STANDARD TERMS AND CONDITIONS INCLUDED WITHIN THIS SUBMISSION PROCEDURE, AND (ii) ANY OFFER YOU MAKE UTILIZING THIS WEBSITE FOR THE SALE OF GRAIN TO NEW COOP WILL INCORPORATE THESE STANDARD TERMS AND CONDITIONS.

BY ACCEPTING THE TERMS AND CONDITIONS, OFFER CONTRACTS SUBMITTED FROM THIS WEBSITE ARE FIRM OFFERS TO SELL THE SPECIFIED COMMODITY TO NEW COOP ON THE TERMS AND CONDITIONS SPECIFIED. ONCE PLACED, NEW COOP HAS THE RIGHT TO ACCEPT OR REJECT YOUR OFFER, OR TO ALLOW YOUR OFFER TO EXPIRE. YOU HAVE THE RIGHT TO CANCEL YOUR OFFER PRIOR TO ITS ACCEPTANCE BY CONTACTING NEW COOPERATIVE BY PHONE AT THE CENTRAL OFFICE OR THE LOCATION WHERE YOU DO BUSINESS.

HOWEVER, ACCEPTANCE OF YOUR OFFER ON OR BEFORE THE TIME OF ITS EXPIRATION OR BEFORE NOTICE OF YOUR CANCELLATION IS RECEIVED BY NEW COOP, WILL RESULT IN THE CREATION OF A VALID PURCHASE CONTRACT ENFORCEABLE AGAINST YOU FOR THE SALE OF THE SPECIFIED COMMODITY IN ACCORDANCE WITH THE SPECIFIED TERMS AND CONDITIONS. IF YOU DO NOT INTEND TO ENTER INTO A CONTRACT FOR THE SALE OF THE SPECIFIED COMMODITY TO NEW COOP, PLEASE CANCEL OUT OF THIS PROGRAM.

Seller and NEW Coop agree that any Purchase Contract ("Contract") resulting from an offer hereunder shall be governed by the most recently published rules adopted by the National Grain and Feed Association ("NGFA"). If these terms and conditions conflict with the NGFA rules and regulations, these terms and conditions shall control. Buyer may cancel any unshipped portion of the goods if there are any changes in the price or other terms of this Contract that are caused by any government pronouncement, regulation, or law. Any increase in applicable freight rates taking effect before the full performance of this Contract shall be paid by Seller. Any fuel surcharge shall be paid by Seller. Seller warrants that the goods conform to the description provided in Seller's offer to sell. Seller shall not be liable in any respect for failure or delay in the performance of the Contract if hindered or prevented directly or indirectly by acts of God, weather conditions or any other causes reasonably beyond the Seller's control. Any action by Seller for breach of this Contract must be commenced within one (1) year after the alleged breach. Seller's remedies under this Contract shall be as provided in the Uniform Commercial Code as adopted in the State of Iowa or as provided by the NGFA, except that Buyer shall not be liable under any circumstances for any incidental, consequential, or other special damages. Buyer's remedies under the Contract shall be as provided in the Uniform Commercial Code as adopted by the State of Iowa and shall include any other remedy allowed by law or the NGFA. Buyer shall not be deemed to have waived any of its rights or remedies under the Contract or any applicable law, rule or regulation unless the waiver is in writing, and no waiver shall operate as a waiver of any other right or remedy of the same right or remedy on any future occasion. Seller agrees to indemnify and hold harmless Buyer, its affiliates, officers, directors, consultants, employees, agents, and assigns from and against any liability, loss, or damage arising out of Seller's breach of the Contract. Time is of the essence in the Contract. The Contract shall be construed as if it had been prepared by Buyer and Seller jointly. If any term, condition, or provision of the Contract or the application thereof to any party hereto or circumstances shall, to any extent be invalid or unenforceable, the remainder of the Contract, or the application of such term or provision to any party hereto or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. No contract, agreement, or confirmation issued by the Seller shall in any way alter, vary, or add to the terms of the Contract. There shall be no modification or alteration of the Contract without the written consent of both Seller and Buyer. The terms of the Contract constitute the

entire understanding of Buyer and Seller with respect to the sale of grain and shall supersede all prior agreements and understandings regarding the same. The Contract shall be binding upon and inure to the benefit of Seller and Buyer and their successors and assigns. Buyer may assign its rights and obligations under the Contract without notice to or the consent of Seller. Seller may not assign its rights or obligations under the Contract until it provides prior written notice to and receives consent from Buyer, which consent may be withheld for any reason in Buyer's absolute discretion. The contract shall be governed by the laws of Iowa, and any action arising out of or to enforce the Contract shall be brought or maintained in the state or federal courts in Webster County, Iowa.