

# NAEGA Terms of Use [www.naega.org](http://www.naega.org)

This Terms of Use agreement (“**Terms of Use**”) governs all web sites owned or controlled by the North American Export Grain Association (“**NAEGA**” or “**we**” or “**us**”), including the web site located at [www.naega.org](http://www.naega.org) and including any pages that are accessible by members only (collectively referred to as the “Sites”). By accessing information provided on the Sites, you agree to follow and be bound by the following terms and conditions concerning your use of the Sites (“**Terms of Use**”) and our [Privacy Statement](#). **You should not access or use the Sites if you do not agree to be bound by these Terms of Use.** For the purposes of these Terms of Use, references to “you” or “your” refer to you as an individual as well as in any representative capacity you may have.

The information contained on the Sites is for general information purposes only. The Sites and the information contained on the Sites are provided to you on an AS IS and AS AVAILABLE basis. While we endeavor to keep the information up to date and correct, and every effort is made to keep the Sites up and running smoothly, we make no representations or warranties of any kind, express or implied, regarding the completeness, accuracy, reliability, suitability or availability of the Sites or the information, products, services, or related graphics contained on the Sites for any purpose. Any reliance you place on such information is therefore strictly at your own risk. We disclaim all responsibility and liability for any loss or damage arising from, or in connection with, the use of the Sites.

## 1. CHANGES TO TERMS OF USE

We may modify the Terms of Use at any time, and any such modification shall be effective immediately upon posting to the Sites. It is your responsibility to periodically review the Terms of Use and Privacy Statement. By your continued access to and use of the Sites, you agree to be bound by all such changes.

## 2. PRIVACY

NAEGA collects information about the users of the Sites. Collection of this information is governed by our **Privacy Statement**, which may be accessed at [http://naega.org/?page\\_id=1274](http://naega.org/?page_id=1274)

## 3. SERVICES PROVIDED

NAEGA provides information of importance to the accomplishment of NAEGA’s mission that may be of public interest. NAEGA may promote its services and/or products through the Sites.

NAEGA members may promote their services and/or products through the Sites. The promotion by these members is conducted independently from NAEGA and NAEGA assumes no responsibility either directly or indirectly for the promotion or provision of products or services by its members. Furthermore, NAEGA may, as a service to stakeholders, allow third parties to promote their services and/or products through the Sites. The promotion by these third parties is

conducted independently from NAEGA and NAEGA assumes no responsibility either directly or indirectly for the promotion or provision of products or services by such third parties.

In some instances, the promotion of products or services by members or third parties may link to third party web sites, which will be governed by separate terms of use. NAEGA is not responsible for any content on any third party web site (whether a member or non-member), or for any content that is published or posted on the Sites by such a third party.

### **3. OWNERSHIP OF CONTENT**

#### **3.1. Site Content**

All content on the Sites, including but not limited to text, graphics, images, photographs, video, logos, buttons, digital downloads, data compilations, software, html code, xml code, design, recordings, audio clips, music or other material (the “**Site Content**”) is property of NAEGA or is licensed to NAEGA for use and is protected by applicable copyright, patent, trademark or other intellectual property law. NAEGA retains all title, ownership rights, and intellectual property rights in and to the Sites and the Site Content. You shall abide by any copyright notice or other restriction contained in any Site Content accessible on or through the Sites. You acknowledge that you do not acquire any ownership rights by using, accessing, or downloading the Site Content pursuant to the license granted in § 4.1.

Any NAEGA member trademarks or third party trademarks that are reproduced on the Sites that are not the property of or licensed to NAEGA remain the property of the respective NAEGA members or the applicable third party.

#### **3.2. User-Submitted Content**

Visitors to the Sites may upload, post, submit, or otherwise transmit comments, communications, questions, ideas, images, photographs, recordings, or other information or content (“**User-Submitted Content**”) to the Sites subject to the Prohibited Acts set forth in § 6. By uploading, posting or submitting User-Submitted Content, you represent and warrant that you own the copyright, trademark or other proprietary right in such User-Submitted Content, or have received permission from the person or entity who owns such rights. You may not upload, post or otherwise make available on the Sites any materials protected by copyright, trademark or other intellectual property law without the express permission of the owner of the copyright, trademark or other proprietary right. You are solely responsible for determining that your User-Submitted Content is not protected by copyright, trademark or other intellectual property law, and you shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary right, or any other harm resulting from the uploading, posting or submission of any User-Submitted Content.

All User-Submitted Content shall be and remain your property (as between you and NAEGA). All other information gathered or provided by NAEGA (including, without limitation, usage information and analysis based on User-Submitted Content) shall be

and remain the property of NAEGA (“**Site- Use Data**”). NAEGA may retain possession and make use of copies of the User-Submitted Content and Site-Use Data for the purpose of performing the Services and otherwise meeting NAEGA's obligations and responsibilities. NAEGA's use of the User-Submitted Content is governed by the license granted in § 4.2, and NAEGA's use of the Site-Use Data is governed by its Privacy Statement, which is referenced above in § 2.

## **4. LICENSE GRANT**

### **4.1. By NAEGA**

Subject to these Terms of Use, NAEGA hereby grants you a limited, non-exclusive, non-transferable license to access and use the Sites and to use content offered for downloading from the Sites subject to the following conditions:

- (a) You may use the Sites and downloadable Content solely for internal, personal, informational, and non-commercial (i.e., no redistribution) purposes;
- (b) Except to the extent permitted under copyright law or as expressly authorized by NAEGA either in these Terms of Use or by separate writing, you may not reproduce, copy, store, modify, publish, broadcast, transmit, display, participate in the transfer or sale of, create derivative works of, translate, port, sublicense or in any way exploit the Sites or the Content, in whole or in part, without the prior written consent of NAEGA or any identified third party that provides Content to the Sites;
- (c) In the event of any permitted copying, redistribution or publication of material from the Sites, you may not modify or remove any author attribution, trademark, legend or copyright notice on the Sites or Content;
- (d) You may not use the Sites or Content in a manner that exceeds this license; and
- (e) You may not use the Sites for any unlawful purpose.

### **4.2. By You**

By submitting or otherwise posting User-Submitted Content to public areas of the Sites, you hereby grant (a) us and our respective affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, adapt, publish, display, distribute, translate, perform and create derivative works from such User-Submitted Content, including any message or any e-mail sent by you to us or posted on the Sites (in whole or in part), and/or to incorporate it in other works in any form, media or technology now-known or later-developed without the need to attribute authorship and (b) all visitors to the Sites the right to download, view, use, copy and print such User-Submitted Content subject to the conditions listed in § 4.1. You further grant us the right to sub-license, transfer or assign the rights granted under this license through multiple tiers of sublicenses. You represent and warrant that you own or otherwise have the right to grant such licenses and that you have not altered or deleted any copyright information attached to such User-Submitted Content by the author or copyright owner.

## 5. PASSWORDS AND SECURITY

You are solely responsible for all statements made, and acts or omissions that occur, under your account or password. You are solely responsible for maintaining the secrecy of your passwords and any account information in connection with the Sites and for restricting access to any device from which you access the Sites. If you believe someone has used your password or account without your authorization, you must notify NAEGA immediately.

## 6. POLICY ON PROPER USE OF THE SITE

By using the Sites you agree not to submit, post, or transmit any content or otherwise to engage in any conduct, that violates any of the following rules (collectively, "**Prohibited Conduct**"):

- You may not attempt to harm, disrupt, or otherwise engage in activity that impairs, the Sites.
- You may not post any content on the Sites that (a) violates or encourages others to violate any applicable law or regulation, or which would give rise to civil liability; (b) is fraudulent, false, misleading, or deceptive; (c) is defamatory, pornographic, obscene, vulgar, or offensive; (d) promotes bigotry, racism, hatred, harassment, or harm against any individual or group; or (e) is abusive or threatening.
- You may not attempt to interfere with any other person's use of the Sites or the services offered on the Sites.
- You may not misrepresent your identity or impersonate any person.
- You may not victimize, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability.
- You may not access, descramble, deactivate, remove, impair bypass, or circumvent any technological measure that we, our affiliates, or a third party have implemented to protect the Sites.
- You may not attempt to gain access to any account, computers or networks related to or used in connection with the Sites, without authorization, or otherwise tamper with any aspect of the Sites.
- You may not use any data mining, robots, or similar data gathering and extraction tools on the Sites or the Site Content, unless we provided you with such tool and authorized you to use it for the specific purpose(s) in which you have used it.
- You may not attempt to obtain any data through any means from the Sites, except if we intend to provide or make it available to you.
- You may not use the Sites to participate in pyramid schemes or chain letters.
- You may not use the Sites to send, either directly or indirectly, any unsolicited bulk email or communications or unsolicited commercial email or communications.
- You may not use the Sites to post, display, send or otherwise make available or use, any material protected by intellectual property laws unless you own or control all necessary rights to such material or have received all necessary authorization.

- You may not use the Sites to send or otherwise make available any material that contains viruses, Trojan horses, worms, corrupted files, or any other similar software that may damage the operation of any computer or property.
- You may not use the Sites to download any material sent by another user of the Sites that you know, or reasonably should know, cannot be legally distributed in such manner.
- You may not use the Sites in a manner that violates these Terms of Use, or any code of conduct or other guidelines which may be applicable to the Sites.
- You may not use the Sites to harvest or otherwise collect information about others, including, without limitation, email addresses.
- You may not attempt to modify, translate, adapt, edit, copy, decompile, disassemble, or reverse engineer any software used or provided by us in connection with the Sites.
- You may not use the Sites in a manner that results in excessive bandwidth usage, as determined solely by us.
- You may not intentionally or unintentionally use the Sites or the Site Content in a manner that violates any applicable local, state, national or international law.

We have the right to make all judgments concerning any of the above prohibitions in our sole, exclusive, and complete discretion. We reserve the right, also in our sole discretion, to determine whether and what action to take in response to any violation or potential violation of this Agreement, and any action or inaction in a particular instance shall not dictate or limit our response to a future complaint or situation.

## **6. MONITORING**

We have the right, but not the obligation, to monitor and edit or remove any activity or content on the Sites. Notwithstanding this right, you shall remain solely responsible for all User-Submitted Content that you make available via the Sites. We take no responsibility and assume no liability for any activity engaged in or content provided by you or any third party.

Users of the Sites may notify us of information or material on the Sites that violates these Terms of Use. If notified by a user of User-Submitted Content which allegedly does not conform to these Terms of Use, we may, without obligation, investigate the allegation and determine in good faith and in our sole discretion whether to remove or request the removal of the User-Submitted Content. We have no liability or responsibility to users for performance or nonperformance of such activities.

We reserve the right at all times to disclose any information as NAEGA deems necessary to enforce these Terms of Use or any other NAEGA policies, to satisfy any applicable law, regulation, legal process or governmental request, and to respond to claims that the Sites violates the rights of third parties.

## **7. LINKS TO EXTERNAL SITES**

The Sites may contain links to gain access to other web sites. We are not responsible for the availability of these external sites nor do we endorse the activities or services provided by these web sites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external web sites.

## **8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

Opinions, advice, statements, offers, or other information or content made available on or through the Sites are those of their respective authors, who are solely responsible for such content, goods, and services. We do not guarantee the accuracy, completeness or reliability of any such information or content, and we do not adopt or endorse any goods or services provided by any third party.

You expressly understand and agree that:

- (a) THE SITES ARE PROVIDED "AS IS." NAEGA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT FOR THE SITES OR ANY PRODUCT, SERVICE OR CONTENT ADVERTISED OR OFFERED ON THE SITES.
- (b) NEITHER NAEGA NOR ANY OF ITS LICENSORS OR SUPPLIERS MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THAT
  - i. THE SITES WILL MEET YOUR REQUIREMENTS;
  - ii. THE SITES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF VIRUSES, ERRORS OR OTHER HARMFUL COMPONENTS;
  - iii. THE PRODUCTS, SERVICES OR OTHER INFORMATION THAT MAY BE OBTAINED FROM THE USE OF THE SITES WILL BE ACCURATE, COMPLETE, TIMELY, OR RELIABLE;
  - iv. THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS; AND
  - v. ANY ERRORS ON THE SITES OR COMMUNICATION SERVICES WILL BE CORRECTED.
- (c) YOUR USE OF THE SERVICES AND THE INFORMATION ACCESSED ON OR THROUGH THE SITES IS ENTIRELY AT YOUR OWN RISK AND IT IS YOUR SOLE RESPONSIBILITY TO EVALUATE ACCURACY AND COMPLETENESS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OR CORRUPTION OF DATA THAT RESULTS FROM THE DOWNLOAD OF

ANY SUCH CONTENT.

- (d) NAEGA WILL NOT BE LIABLE IN ANY WAY FOR ANY CONTENT OR COMMUNICATIONS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT OR COMMUNICATIONS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR COMMUNICATIONS POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITES.
- (e) YOU UNDERSTAND THAT NAEGA DOES NOT GUARANTEE THAT IT WILL CONTINUE TO MAKE THE SITES AVAILABLE TO YOU, WHETHER BY THE SAME METHODS CURRENTLY USED OR OTHERWISE. NAEGA MAY DISCONTINUE PROVIDING THE SITES TO YOU AT ANY TIME. YOU AGREE NOT TO HOLD NAEGA LIABLE FOR ANY DAMAGES ARISING FROM A DISCONTINUATION OR MODIFICATION OF ALL OR PART OF THE SITES.
- (f) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT AND UNDER NO LEGAL THEORY (CONTRACT, WARRANTY, TORT OR OTHERWISE) WILL NAEGA OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES INCURRED BY YOU AND IN ANY WAY ARISING OUT OF OR RELATED IN ANY WAY TO THESE TERMS OF USE (INCLUDING, WITHOUT LIMITATION, YOUR USE OF, OR INABILITY TO USE, THE SITES OR ANY DAMAGES YOU MAY INCUR IN CONNECTION WITH ANY DECISION MADE, ACTION, OR INACTION, TAKEN BY YOU OR ANY OTHER PARTY, IN RELIANCE UPON THE INFORMATION OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS OR TIMELINESS THEREOF, OR FOR ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF THE INFORMATION OR SERVICES), EVEN IF ADVISED OF SUCH DAMAGES. IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, NAEGA SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION, THROUGH THE SITES OF A COMPUTER VIRUS, OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE OPERATION OF THE SITE OR ANY OF YOUR SOFTWARE, HARDWARE, DATA OR PROPERTY.
- (g) NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, WHETHER OBTAINED BY YOU FROM NAEGA, FROM A NAEGA EMPLOYEE OR AGENT, OR THROUGH OR FROM THE SITES, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.
- (h) NAEGA MAKES NO EXPRESS REPRESENTATION OR WARRANTY WITH RESPECT TO ANY EXTERNAL WEB SITES LINKED ON THE SITES, DISCLAIMS ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT), DISCLAIMS RESPONSIBILITY FOR, AND ASSUMES NO LIABILITY REGARDING, ANY INFORMATION, SERVICES, SOFTWARE, OR GOODS AVAILABLE, ADVERTISED, SOLD, OR FOUND ON ANY OTHER WEB SITE NOT UNDER NAEGA'S CONTROL (INCLUDING, WITHOUT LIMITATION, WEB SITES LINKED TO THE SITES) OR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE QUALITY, SAFETY, ACCURACY, AVAILABILITY, DECENCY, OR SUITABILITY OF SUCH INFORMATION, SERVICES, SOFTWARE, OR GOODS.

## **9. YOUR INFORMATION**

You hereby represent and warrant that any information you have provided to gain access to the Sites is true and accurate to the best of your knowledge and that you have read and agree to the terms of our Privacy Statement.

## **10. RIGHT TO TERMINATE**

We may terminate your access to the Sites and any account(s) you may have in connection with the Sites at any time and without notice, for any reason whatsoever. You agree that we will not be liable to you or any third party for any termination of your access to the Sites or any account(s) you may have in connection with the Sites. In the event of a breach of these Terms of Use, we may terminate your ability to use the Sites and prohibit you from any future access to the Sites. We reserve the right to take any further action, as permitted by applicable law.

## **11. INDEMNIFICATION**

You agree to indemnify and hold harmless NAEGA (and its directors, officers, employees, control persons, suppliers, licensors and agents) from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to:

- (a) your breach of any agreements, representations, or warranties contained in these Terms of Use;
- (b) your use of the Sites in violation of
  - i. these Terms of Use;
  - ii. any rights of NAEGA or any third-party information provider, including copyright, patent, trade secret, trademark, or other intellectual property rights and publicity and privacy rights; or
  - iii. any applicable law, rule or regulation; or
- (c) any User-Submitted Content you upload or post to the Sites.

## **12. NOTICE OF COPYRIGHT INFRINGEMENT**

NAEGA may, in appropriate circumstances and at its sole discretion, terminate use of the Sites by any visitor who infringes on the intellectual property rights of others. If you are a copyright owner and you believe that your copyrighted work has been reproduced, posted or distributed



via the Sites in a manner that constitutes copyright infringement, please report the violation to our designated copyright agent by sending written notice by U.S. Mail to NAEGA, 1250 Eye Street, NW, Washington, DC, 20005, USA. Please note that the contact information provided in this paragraph should only be used for reporting suspected copyright infringement. Contact information for other matters is provided elsewhere in these Terms of Use or on the Sites.

Please include the following information in your written notice:

- (1) a detailed description of the copyrighted work that is allegedly infringed;
- (2) a description of the location of the allegedly infringing material on the Sites;
- (3) your contact information, including your address, telephone number, and, if available, email address;
- (4) your statement that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law;
- (5) your statement, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and
- (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

### **13. ANTITRUST POLICY**

NAEGA policy is to scrupulously comply with all antitrust laws. NAEGA reminds all users to guard against any activity that could be construed as a violation of the antitrust laws. Accordingly, discussion and exchange of information on the following subjects should be avoided: prices, terms of sale, costs, discounts, advances, mark-ups, preferences, advertising allowances, plans for dealing with particular customers, suppliers, or competitors, concerted action to refuse to deal with or to boycott certain companies, and marketing plans on a product line or geographic basis and any other discussion topics that could be construed to impose a restraint on trade and inhibit free and fair competition in the bulk grain and oilseed exporting industry.

### **14. NOTICES**

Notices given by NAEGA to you will be given by e-mail, a general posting on the Sites, or conventional mail. In any matter requiring NAEGA's prior consent, such consent will be considered given only if made in the foregoing manner by an authorized representative of NAEGA. Notices given by you to NAEGA may be sent to [info@naega.org](mailto:info@naega.org) or by conventional mail addressed to NAEGA, 1250 Eye Street, NW, Washington, DC.

### **15. WAIVER**

Except as otherwise provided in these Terms of Use, no waiver, modification or amendment of any provision of these Terms of Use shall be effective against NAEGA unless the same is in writing and signed by an authorized official of NAEGA. At no time shall any of the following operate as a subsequent or ongoing waiver of a right or obligation under these Terms of Use:

- (a) NAEGA's waiver of a breach or right under these Terms of Use;
- (b) NAEGA's failure to insist at any time upon strict compliance with any term of these Terms of Use;

- (c) Any delay by NAEGA in enforcing these Terms of Use; or
- (d) A continued course of such conduct on NAEGA's part.

## **16. SEVERABILITY**

If any provision of these Terms of Use is declared invalid or otherwise unenforceable by a court of competent jurisdiction, the enforceability of the remaining provisions shall be unimpaired, and the parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that reflects the original intentions of the parties as nearly as possible in accordance with applicable law.

## **17. APPLICABLE LAW**

The laws of the District of Columbia, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between and NAEGA or its affiliates.

## **18. DISPUTES**

Any dispute relating in any way to your visit to or use of the Sites, or to products or services you purchase through the Sites, shall be submitted to confidential arbitration in the District of Columbia, except that, to the extent you have in any manner violated or threatened to violate NAEGA's intellectual property rights, NAEGA may seek injunctive relief or other appropriate relief in any state or federal court in the District of Columbia, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration pursuant to these Terms of Use shall be joined to an arbitration involving any other party subject to the Terms of Use, whether through class arbitration proceedings or otherwise.