

NAEGA Terms of Use

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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.

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NAEGA provides information in support of its mission and that may be of public interest. NAEGA may promote its services and/or products through the Sites. NAEGA specifically makes available, pursuant to these Terms, the following items: documents, contract templates; guidelines; general market information; training materials; research materials; newsletters; and general information (each a “**Service**” and collectively, “**Services**”). NAEGA makes no representations, warranties or guarantees, express or implied, as to the accuracy, completeness, timeliness, or continued availability of any Services available through the Sites, and has no obligation whatsoever to correct, supplement, update, or maintain any of the Services.

The Services are intended for general informational and educational purposes only, and are not intended to provide, and do not constitute business or legal advice. The use of a Service is neither legal advice nor the practice of law, and each Service and any applicable instructions or guidance is not customized to your specific needs.

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

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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.

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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.

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1. (a) You may use the Sites and downloadable Content solely for internal, personal, informational, and non-commercial (i.e., no redistribution) purposes;
2. (b) Except to the extent permitted under copyright law or as expressly authorized

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3. (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;
4. (d) You may not use the Sites or Content in a manner that exceeds this license; and
5. (e) You may not use the Sites for any unlawful purpose.

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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. 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.
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- 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.

7. 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.

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The Sites may contain links to third party web sites. These Terms do not govern the access or use of those web sites and they may be subject to independent terms established by the host. 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.

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- (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
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- (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.
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10. 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.

11. 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.

12. 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.

13. 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, 1400 Crystal Drive, Suite 260, Arlington, VA 22202, 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.

14. 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.

15. 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 or by conventional mail addressed to NAEGA, 1400 Crystal Drive, Suite 260, Arlington, VA 22202

16. 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.

17. 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.

18. APPLICABLE LAW

The laws of the Commonwealth of Virginia, 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 Commonwealth of Virginia, 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 Commonwealth of Virginia, 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.