

TERMS OF USE

Last Updated: April 2, 2019

Thank you for reviewing our terms of use agreement (“**Terms of Use**” or “**Terms**”). These Terms of Use govern your use of the website (“**Website**”), the services and resources enabled within, including, but not limited to, your individual forecast and the consensus forecast (individually “**Service**” and collectively “**Services**”), and each application that provides access to the Website and/or Services, if any (the “**Application**”) (collectively the Application, Website, and Services are the “**Properties**”) provided to you by Agricultural Economic Insights, LLC, d/b/a and a/k/a Ag Forecast Network and/or AEI.ag, including but not limited to any of its members, officers, directors, employees, affiliates, agents, franchises, licensors, and on behalf of any company whose branding is displayed on the Properties (collectively the “**Company**” or “**us**” or “**we**”). This Terms of Use agreement is a legal agreement between you and the Company.

PLEASE READ THE TERMS OF USE CAREFULLY.

THE TERMS OF USE GOVERN YOUR USE OF THE PROPERTIES, WHETHER YOU ARE UNDER A RISK-FREE PERIOD OR A PAID SUBSCRIPTION. BY ACCESSING OR USING THE PROPERTIES, CLICKING ON THE “I ACCEPT” BUTTON, AND/OR COMPLETING THE REGISTRATION PROCESS, YOU REPRESENT THAT: (a) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS OF USE WITHOUT MODIFICATION OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED HEREIN; AND (b) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE COMPANY.

THE TERMS “YOU” AND “YOUR” REFER TO THE INDIVIDUAL, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED FOR THE PROPERTIES. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY **NOT** ACCESS OR USE THE PROPERTIES.

THE TERMS OF USE LIMIT THE REMEDIES THAT MAY BE AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. FOR EXAMPLE, AND NOT BY LIMITATION, THESE TERMS OF USE INCLUDE A CLASS ACTION WAIVER AND WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

PLEASE NOTE THAT THE TERMS OF USE ARE SUBJECT TO CHANGE BY THE COMPANY, IN ITS SOLE DISCRETION, AT ANY TIME. When changes are made, the Company will make a new copy of the Terms of Use available on the Website and within the Application. The Company will also update the “Last Updated” date at the top of the Terms of Use. If the Company makes any material changes, and you have registered with us to create an Account (as defined in Section 4), the Company will also send an email to you at the last email address you provided to us. The Company, in its sole discretion, will determine what constitutes a material change. Any changes to the Terms of Use will be effective immediately unless otherwise stated. The Company may require you to provide consent to the updated Terms of Use in a specified manner before further use of the Properties is permitted. If you do not agree to any change(s) after receiving notice of such change(s), you shall stop using the Properties immediately. Otherwise, your continued use of the Properties will indicate your affirmative consent and acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE CURRENT TERMS OF USE.

1. Use of the Properties.

- 1.1. General Scope of Use. The Company is providing you a tool to help how you evaluate outcomes and consider the uncertainties related to agriculture. Once you register an Account, you will be able to answer questions about the probabilistic forecast of a certain event within the agriculture commodity market and other topic related to agriculture. You can also submit comments or notes about your forecast. Once you answer, you will be able to see the consensus forecast, which is the average collective forecast from all other participants, to see how your forecast compares to the average forecast. Your individual forecast will become part of the consensus forecast. You are encouraged to continually update your forecast and comments. Once the question closes, you and the other users will no longer be able to submit your individual forecasts. You will receive an individual score and the consensus forecast will also be scored.
- 1.2. Right of Access. You agree to use the Properties in accordance with the Terms. Subject to your compliance with the Terms, the Company hereby grants to you a non-exclusive, non-transferable right to access and use the Properties during the Term, solely for your internal use, not for the benefit of any third-party and subject to any limitations set forth herein. The Properties advertised, or otherwise made available as part of the subscription to the Properties, are determined solely by the Company, and the Company shall have no liability to you for any modification, unavailability, or discontinuation of any of the Properties.
- 1.3. Ownership by the Company. The Properties modifications, improvements to, and outputs of the Properties, and any and all intellectual property rights in or relating to the Properties, are and shall remain exclusive property of the Company. Any and all information you provide to the Company, including, but not limited to your individual forecasts, notes, and comments, are the property of the Company and may be used by the Company as it desires, including, but not limited to, data, analysis, publication, blogs, reports, and etc., without notification, payment, or attribution to you. By way of example, and not of limitation, when you input your individual forecast, you are consenting to your individual forecast being inputted into the analysis of the consensus forecast.
- 1.4. Intellectual Property Ownership. You agree that Company owns any and all rights, titles, and interests in the Properties, including but not limited to, all trademarks, brand names, brand features, and logos therein. All such material may be protected by relevant intellectual property laws, including copyright, trademark, patent and/or trade secret laws. Such material may not be modified, reproduced, transmitted, sold, offered for sale, publicly displayed, or redistributed in any way without the Company's prior written consent and the prior written consent of any other applicable rights licensor. All trademarks, brands, slogans, and other indicia of origin (collectively the "**Marks**") that appear on or in connection with the Properties are the property of the Company and/or its affiliates, licensors, and/or licensees. You are not authorized to use any such Marks without the Company's prior written consent.
- 1.5. App Stores. You acknowledge and agree that the availability of the Properties may be dependent on the third-party from whom you received the Application license (the "**App Store**"), e.g. the Apple iTunes or Google Play App Stores. You acknowledge that the Terms of Use are between you and the Company and not between you and the App Store. The Company, not the App Store, is solely responsible for the Properties, including the Application, the content thereof, maintenance, support services, and warranty therefore, and addressing any claims

relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). In order to use the Application, you must have access to a wireless network and you agree to pay all fees associated with such access. You also agree to pay all fees, if any, charged by the App Store in connection with the Properties, including the Application. Your license to use the Application is conditioned upon your compliance with, and you agree to comply with, all applicable third-party terms of agreement (such as the App Store's terms and policies) when using the Properties, including the Application. You acknowledge that the App Store and its subsidiaries are third-party beneficiaries of the Terms of Use and will have the right to enforce them.

- 1.6. Privacy. Any information that you or other users provide to the Company is subject to our Privacy Policy www.aei.ag/privacypolicy, which governs our collection and use of your information. You understand that through your use of the Properties, you consent to the collection and use of this information, as set forth in the Privacy Policy.

2. Updates and Suspension of the Properties.

- 2.1. Updates. You understand that the Properties are evolving. You acknowledge and agree that the Company reserves the right, in its sole discretion, to modify the Properties from time to time, with or without notice. As a result, the Company may require you to accept updates to the Properties that you have installed on your computer and/or mobile device. You may need to update third-party software from time to time in order to use the Properties. ANY FUTURE RELEASE, UPDATE, OR OTHER ADDITION TO THE PROPERTIES SHALL BE SUBJECT TO THESE TERMS OF USE AND ANY CHANGE OR REVISION HERETO.
- 2.2. Suspension of the Properties. The Company reserves the right, at its reasonable discretion and without liability, to immediately suspend your access to and use of the Properties for any reason including, but not limited to: (a) during planned downtime for upgrades and maintenance to the Properties; (b) during any unavailability caused by circumstances beyond the Company's reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond the Company's reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties; (c) if the Company suspects or detects any malicious software connected to your use of the Properties; or (d) for any other reason. All provisions of the Terms which by their nature should survive termination, shall survive termination whether a permanent or temporary termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

3. Limitations of the Properties and Prohibited Use.

- 3.1. No Unlawful or Prohibited Use. As a condition of your use of the Properties, you warrant to the Company that you will not use the Properties for any purpose that is unlawful or prohibited by these Terms. You may not use the Properties in any manner which could damage, disable, overburden, or impair the Properties or interfere with any other party's use and enjoyment of the Properties. You may not obtain, or attempt to obtain, any materials or information through any means not intentionally made available, or provided for, through the Properties.
- 3.2. Limitations on Your Use of the Properties. The rights granted to you in these Terms of Use are subject to the following restrictions: (a) you may not attempt to or

authorize, encourage, or support others' attempts to circumvent, reverse engineer, decrypt, break, or otherwise alter, or interfere with the Properties; (b) you may not copy, distribute, sell, resell, or exploit, for any commercial purposes, any portion of the Properties; (c) you shall not use any manual or automated software, devices or other processes, including, without limitation, spiders, robots, scrapers, data mining tools, and the like, to "scrape" or download data from any web pages contained in the Website; (d) you shall not access the Properties to build a competing or similar website, application or service; and (e) except as expressly stated herein, no part of the Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means for any commercial or monetary purpose. The Company reserves all rights not granted in these Terms of Use. Any unauthorized use of the Properties terminates the licenses granted by the Company.

- 3.3. Limited Exclusion. You may share individual forecasts, collective forecasts, scores, graphs, screenshots, facts, and general information derived from the Properties with colleagues, friends, and customers via print or electronic means, including on social media. When any information derived from the Properties is shared, it must include the Company's watermark and express attribution must be given to the Company. The user shall not use the Properties to: (a) use the information from the Properties for commercial purposes and/or monetary compensation; (b) republish large blocks of content from the Properties for promotional or advertisement purposes; and/or (c) cause any other violation of the Terms of Use. Such use of the Properties is strictly prohibited. This exclusion to the Terms of Use is specific to this user, is at the Company's sole discretion, and may be revoked by the Company at any time and for any reason.
- 3.4. Enforcement. You shall: (a) take all steps reasonably required to ensure that all passwords are used in accordance with these Terms, and that no other individual will use your password without authorization or provide false identity information to gain access to or use the Properties; and (b) promptly notify the Company of any unauthorized use of any password or account, any other known or suspected breach of security, or any suspected or alleged violation of these Terms. Further, you shall cooperate with the Company with respect to: (a) an investigation by the Company of any suspected or alleged violation of these Terms; and (b) any action by the Company to enforce these Terms.
- 3.5. Export Control. You may not use, export, import, or transfer the Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Properties, and any other applicable laws. In particular, but without limitation, Properties may not be exported or re-exported: (a) into any United States embargoed countries; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce's Denied Person's List, or Entity List. By using the Properties, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited, or restricted, parties. You also will not use the Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that the Properties provided by the Company are subject to the export control laws and regulations of the United States. You shall comply

with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer the Company's Properties, either directly or indirectly, to any country in violation of such laws and regulations.

4. Account Registration

- 4.1. Registering Your Account. In order to access the features of the Properties through the subscription, you are required to become a Registered User. For purposes of the Terms of Use, a "**Registered User**" is a user who has registered an account on the Website or Application ("**Account**").
- 4.2. Registration Data. In registering for the Properties, you agree to: (a) provide true, accurate, current, and complete information about yourself as prompted by the Properties' registration form ("**Registration Data**"); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Your Registration Data is owned by the Company and may be used by the Company for whatever purpose. You represent that you are: (a) at least eighteen (18) years old or of legal age to form a binding contract; and (b) not a person barred from using the Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone, and you agree to: (a) notify the Company immediately of any unauthorized use of your password or any other breach of security; and (b) exit from your Account at the end of each session. If your Registration Data is untrue, inaccurate, not current, or incomplete, or the Company has reasonable grounds to suspect that such Registration Data is untrue, inaccurate, not current, or incomplete, the Company has the right to suspend or terminate your Account and refuse any and all current or future use of the Properties, or any portion thereof. You agree not to create an Account or use the Properties if you have been previously removed by the Company, or if you have been previously banned from any of the Properties. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself.
- 4.3. Security. The Company will maintain commercially reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of your Registration Data.

5. Fees and Billing

- 5.1. Fees. The Company may charge a fee to use the Properties. If the Company charges a fee to use the Properties, you must pay the fee at the time of registration for the Properties, once your free term has expired, or at the expiration of your subscription term. Failure to pay the fee, including, but not limited to, your payment method being declined, will result in the Company immediately terminating your use of the Properties.
- 5.2. Payment by Credit or Debit Card. You authorize the Company to charge your credit card, debit card, or other payment instrument for the fee to use the Properties and any applicable taxes. You authorize the Company to use a third-party to process payments and hereby consent to the disclosure of your billing information to such third-party. You further acknowledge and agree that a command originating from your Account constitutes an authorization for the Company to charge the designated amount and you assume all liability for, and shall promptly pay, any and all such charges. You acknowledge that you are responsible for any charges

made under your Account by unauthorized users not attributable to the negligence of the Company, including but not limited to actions related to identification theft, embezzlement, and/or credit card or debit card account compromise. You agree to immediately notify the Company of any unauthorized use of your Account.

- 5.3. Payment Information. Once you provide us with your billing information, you agree to keep your contact information, billing information, and payment information up to date.
- 5.4. Non-Refundable. All fees and applicable taxes payable under these Terms and all payments made are non-refundable.
- 5.5. Subscriptions. We may offer the fee for some of our Properties on a subscription basis. By subscribing, you authorize us to charge your credit card, debit card, or other payment instrument an initial payment at the time of signing up, and a monthly, quarterly, or yearly recurring payment which will take place on the next billing day of your billing cycle. **IT IS IMPORTANT TO NOTE THAT WHEN YOU SIGN UP FOR A MONTHLY SUBSCRIPTION, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW UNTIL YOU CANCEL IT. YOU MAY CANCEL AT ANY TIME BY CONTACTING THE COMPANY AT admin@aei.org THE CANCELLATION WILL TAKE EFFECT AT THE EXPIRATION OF THE THEN-CURRENT TERM.** You are responsible for any recurring charges that take place prior to cancellation.
- 5.6. Modification of Fees. We may modify the fees at any time. The Company will provide you with reasonable notice of any material modification in the fees charged for the Properties, which notice may be provided by posting the new fee schedule on the Website or in the Application. The Company, in its sole discretion, will determine what constitutes a material change. If you do not agree to any of the fee change(s) after receiving notice of such change(s), you shall stop using the Properties immediately. Otherwise, your continued use of the Properties will indicate your affirmative consent and acceptance of such change(s).

6. Confidentiality

- 6.1. Definition. “**Confidential Information**” means all confidential, or proprietary information you provide to the Company, or the Company provides to you, whether orally or in writing, that is designated as confidential, or that reasonably should be understood to be confidential, given the nature of the information and the circumstances of disclosure, including but not limited to, marketing plans, budgets, financial information, technology, technical information, methods, processes, techniques, designs, computer programs, and other business information. Without limiting the coverage of these confidentiality obligations, the parties acknowledge and agree that: (a) your Confidential Information shall include your Registration Data, and (b) the Company’s Confidential Information shall include the Properties, data, and all derivative works, modifications and improvements to such data.
- 6.2. Exclusions. Confidential Information shall not include information that: (a) is or becomes publicly known through no act or omission of the receiving party; (b) was in the receiving party’s lawful possession prior to the disclosure without restriction on use or disclosure; (c) is rightfully disclosed to the receiving party by a third-party without restriction on use or disclosure; or (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

- 6.3. Nondisclosure. Subject to the express permissions of this Terms of Use, you and the Company shall protect each other's Confidential Information from unauthorized use, access, or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms or by you or the Company in respect to the Confidential Information each of us owns, each of us may use each other's Confidential Information solely to exercise the Company's respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information solely to the Company's respective employees, service providers, consultants, representatives, and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information. Except for the aforementioned employees, service providers, consultants, representatives, and agents who would have access to your Registration Data on a confidential basis, and any potential **Compelled Disclosure** (described in the Section 6.4), the Company will not provide third parties with access to your Registration Data without first obtaining your consent.
- 6.4. Compelled Disclosure. The Company may also access or disclose information about you, your Account, including your Registration Data, in the event that the Company: (a) is required by an applicable court, legislative, or administrative body, or Federal or State law of the United States, to disclose Confidential Information; or (b) believes in good faith belief that such disclosure is necessary to protect personal safety or avoid violation of applicable law or regulation.

7. Term and Termination

- 7.1. Term. These Terms shall commence by accessing or using the Properties, clicking on the "I accept" button, and/or completing the registration process and shall continue until the later of: (a) until the expiration of your subscription term or (b) when you discontinue use of the Properties. The initial term and renewal periods are collectively the "**Term**".
- 7.2. Termination. If you breach the terms of this Terms of Use, the Company may suspend, or immediately terminate, your ability to use the Properties, in its sole discretion and with, or without, notice to you. If you want to terminate your use of the Properties, you may do so by: (a) notifying the Company at any time; and (b) closing your Account for all Properties that you use. Your notice should be sent, in writing, to the Company's address set forth in Section 11.2. Upon termination of your use of the Properties, your right to use the Properties will automatically terminate immediately. The Company will not have any liability whatsoever to you for any suspension or termination.
- 7.3. Survival. All provisions of these Terms of Use, which by their nature should survive, shall survive termination of your use of the Properties, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

8. Warranty and Disclaimers

- 8.1. Disclaimer of Warranties. TO THE MAXIMUM EFFECT PERMITTED BY APPLICABLE LAW, YOU EXPRESSLY AGREE THAT ALL USE OF THE PROPERTIES IS AT YOUR OWN RISK, AND THAT THE PROPERTIES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY MAKES NO WARRANTIES REGARDING ANY AND ALL DEALINGS

REGARDING THE PROPERTIES. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY THAT THE PROPERTIES WILL MEET YOUR REQUIREMENTS, OR THAT THE PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE, RELIABLE, SUITABLE, ACCURATE, OR ERROR FREE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH THE PROPERTIES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

8.2. Specific Disclaimers. THE RESULTS OF ANY DATA, REPORT, RECOMMENDATION, AND/OR OTHER SUCH OUTPUT FROM THE PROPERTIES ARE BASED, IN LARGE PART, BY COMPLETENESS AND ACCURACY OF INFORMATION OBTAINED FROM OTHER USERS AND THEIR INDIVIDUAL FORECASTS AND THE COMPANY'S ANALYSIS OF THE FORECASTS SUBMITTED BY THE USERS. EVEN IF THE INFORMATION USED TO PRODUCE ANY CONSENSUS FORECAST, SCORE, DATA, REPORT, RECOMMENDATION, AND/OR OTHER SUCH OUTPUT IS COMPREHENSIVE, TRUE, AND ACCURATE, THE COMPANY DOES NOT WARRANT THAT ANY CONSENSUS FORECAST, SCORE, DATA, REPORT, RECOMMENDATION, AND/OR OTHER SUCH OUTPUT MADE WILL SAVE YOU MONEY, INCREASE PROFITS, INCREASE YIELDS, OR ANY OTHER RESULT, OR OTHERWISE ALLOW YOU TO MEET YOUR GOALS. ANY CONSENSUS FORECAST, SCORE, DATA, REPORT, RECOMMENDATION, AND/OR OTHER SUCH OUTPUT SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL, OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. YOU MUST USE YOUR PROFESSIONAL JUDGMENT IN DETERMINING WHETHER TO COMPLY WITH ANY SUCH CONSENSUS FORECAST, SCORE, DATA, REPORT, RECOMMENDATION, AND/OR OTHER SUCH OUTPUT. THE COMPANY IS NOT RESPONSIBLE FOR ANY OF YOUR ACTS, OR OMISSIONS, RESULTING FROM YOUR ACTION, OR INACTION, RESULTING FROM CONSENSUS FORECAST, SCORE, DATA, REPORT, RECOMMENDATION AND/OR OTHER SUCH OUTPUT. THE PROPERTIES AVAILABLE THROUGH THE COMPANY MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. FURTHERMORE, THE COMPANY MAY MAKE PERIODIC CHANGES OR IMPROVEMENTS TO THE PROPERTIES AT ANY TIME. AS THE PROPERTIES EVOLVE, THE COMPANY MAY PROVIDE YOU EXPLANATIONS ON HOW THE PROPERTIES WORK AND CERTAIN ADDITIONAL SPECIFIC DISCLAIMERS. ANY SUCH SPECIFIC DISCLAIMERS ACKNOWLEDGED BY YOU OR ANY USER, INCLUDING THROUGH A CLICKWRAP MADE AVAILABLE WITHIN THE PROPERTIES, ARE AGREED TO BE INCORPORATED BY REFERENCE INTO THESE TERMS.

8.3. Force Majeure. The Company shall not be liable for any damages in connection with any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to: acts of God; war; terrorism; riots; embargos;

acts of civil or military authorities; fire; floods; accidents; storms; weather; and/or strikes or shortages of transportation facilities, fuel, energy, labor, or materials.

- 8.4. External Links. Some Properties may provide links to other external, third-party websites or services that are not owned or controlled by the Company. The Company is not responsible for the availability or content of these external, third-party websites or services, nor does the Company endorse, warrant, or guarantee the products, services, or information described or offered at these websites or services. The Company assumes no responsibility for the content, privacy policies, or practices of any third-party website or service. It is your responsibility to examine the copyright and licensing restrictions of linked websites and services and to secure all necessary permissions. You agree that the Company shall not be directly or indirectly responsible, or liable, for any damage or loss, caused or alleged to be caused, by, or in connection with use of, or reliance on, any such content, goods, or services available on or through any such website or service.
- 8.5. Pop-Up Advertisements. When using the Properties, you may see internal pop-up banners. The Company does not endorse or recommend products or services for which you may see a pop-up advertisement while using the Properties, unless such endorsement or recommendation is expressly stated by the Company.

9. Limitation of Liability and Damages

- 9.1. Liability Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, AND/OR CONSEQUENTIAL DAMAGES AND/OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, AND/OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE COMPANY'S PROPERTIES AND/OR ANY THIRD-PARTY PROVIDER'S ACTION, INACTION, OR ANY CIRCUMSTANCE OR HAPPENING THAT IS IN ANY WAY HARMFUL OR DETRIMENTAL TO YOU, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE COMPANY HAD BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE COMPANY'S PROPERTIES YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROPERTIES.
- 9.2. Damage Limitation. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, THE COMPANY'S AGGREGATE LIABILITY TO YOU OR ANY THIRD-PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH ANY USE OF, AND/OR SUBSCRIPTION TO THE PROPERTIES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES PAID BY YOU DURING THE TERM PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY.
- 9.3. Purpose. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS COLLECTIVE SECTION 9 REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS TERMS OF USE, AND THAT THE PARTIES WOULD NOT ENTER INTO THESE TERMS WITHOUT THESE LIMITATIONS OF LIABILITY. FURTHERMORE, YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL

PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES, AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF THE COMPANY WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE COMPANY HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE PROPERTIES PROVIDED FOR IN THESE TERMS.

- 10. Indemnification.** You agree to indemnify, release, defend, and hold harmless the Company from, and against, any and all claims, liabilities, damages, losses, costs, expenses, and/or fees (including reasonable attorneys' fees and court costs) resulting or arising from any and all third-party claim(s), including but not limited to: (a) any information you (or anyone accessing the Properties using your password) submit or transmit through the Properties; (b) your use of or access to the Properties; (c) your violation of this Terms of Use; (d) your violation of any rights of any third-party; (e) any third-party's violation of any of your rights; and/or (d) any viruses, trojan horses, worms, time bombs, cancelbots, spyware, or other similar harmful, or deleterious, programming routines input by you into the Properties.
- 11. Arbitration Agreement; Class Waiver; Waiver of Trial by Jury.** Please read these arbitration terms contained in this Section 11 ("**Arbitration Agreement**") carefully. It is part of your contract with Company and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.
- 11.1. Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms of Use or the use of the Properties provided by the Company that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, members, employees, predecessors in interest, successors, franchisees, and assigns, as well as all authorized or unauthorized users or beneficiaries of the Properties provided under the Terms of Use.
- 11.2. Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (the "**Notice**") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Company should be sent to: 1281 Win Hentschel Blvd., West Lafayette, IN 47906. After the Notice is received, you and Company may attempt to resolve the claim or dispute informally. If you and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.
- 11.3. Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (the "**AAA**"), an established alternative dispute resolution provider (the "**ADR Provider**") that offers arbitration as set forth in this Section 11. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to

the extent such rules are in conflict with the Terms of Use. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand Dollars (\$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand Dollars (\$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within one hundred (100) miles of your residence at the time of your use of the Properties, unless you reside outside of the United States, and unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider.

- 11.4. Additional Rules for Non-appearance Based Arbitration. If non-appearance-based arbitration is elected, the arbitration shall be conducted by telephone, online, and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.
- 11.5. Time Limits. If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.
- 11.6. Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms of Use. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Company.
- 11.7. Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.
- 11.8. Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED

OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CLAIMANT OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CLAIMANT OR USER.

- 11.9. Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.
- 11.10. Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
- 11.11. Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or effect any other portion of this Arbitration Agreement.
- 11.12. Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.
- 11.13. Small Claims Court. Notwithstanding the foregoing, either you or Company may bring an individual action in small claims court.
- 11.14. Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.
- 11.15. Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this Arbitration Agreement.
- 11.16. Courts. In any circumstances where the Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Grant County, Nebraska, for such purpose.

12. General Provisions

- 12.1. Attorney Fees. In the event the Company is required to pursue any legal remedy to enforce these Terms, is required to retain legal counsel to protect any of its rights under these Terms, and/or is required to defend any litigation arising from these Terms, including the Arbitration Agreement in Section 11, the Company shall be entitled to recover its reasonable attorney fees and litigation costs, in addition to any other damages to which it may be entitled, from you.
- 12.2. Governing Law. These Terms of Use and all matters arising out of, or relating to, these Terms shall be governed by the laws of the State of Nebraska in the state or federal courts of the District of Nebraska, location of North Platte, without regard to its conflict of law provisions. You and the Company agree to hereby submit to the jurisdiction of, and agree that venue is proper in, those courts in any such legal action or proceeding.
- 12.3. Personal Jurisdiction of the Company. You and the Company agree that the Properties shall be deemed based solely in the State of Nebraska and the Properties shall be deemed passive that do not give rise to personal jurisdiction

over the Company in jurisdictions other than the State of Nebraska. These Terms of Use are governed by U.S. federal law and/or laws of the State of Nebraska, consistent with the Federal Arbitration Act, without resort to conflict of law provisions.

- 12.4. Entire Agreement. These Terms of Use, including any Privacy Policy, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral.
- 12.5. Waiver and Non-Exclusive Remedies. The waiver by either party of any default or breach of these Terms of Use shall not constitute a waiver of any other or subsequent default or breach. Except as set forth in these Terms of Use, the exercise by either party of any remedy under these Terms of Use will be without prejudice to its other remedies under these Terms of Use or otherwise.
- 12.6. Notices. This Section shall govern notice for other matters outside of the Arbitration Agreement in Section 11. The Company may periodically contact you via email or other means to inform you about product updates, special offers, or other information that the Company believe may be valuable. The Company will also notify you by email or other means, if your Registration Data is breached, accessed, or disclosed inadvertently to a third-party. Where the Company requires that you provide an email address, you are responsible for providing the Company with your most current email address. In the event that the last email address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required and/or permitted by the Terms of Use, Company's dispatch of the email containing such notice will nonetheless constitute effective notice. For contractual purposes, you: (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that the Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. You may give notice to Company only at the address listed in Section 11.2. Such notice shall be deemed given when received by Company by letter delivered by first class, postage prepaid mail at the above address.
- 12.7. Severability. If any provision of these Terms of Use is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these Terms shall remain in force. You and the Company agree that neither party shall be deemed the drafter of these Terms and, in the event any provision in these Terms is alleged to be ambiguous, such provision will not be construed in favor of one party on the ground that the provision was drafted by the other party.
- 12.8. Relationship Between the Parties. Nothing in these Terms of Use shall be construed to create a partnership, joint venture, or agency relationship between the parties. Neither party will have the power to bind the other or to incur obligations on behalf of the other without its prior written consent.
- 12.9. Assignment/Successors. You may not assign or transfer these Terms, in whole or in part, without the Company's prior written consent. Any attempted assignment or transfer in violation of this Section will be null and void. The Company may assign these Terms to any person(s), entity, or entities without your consent. If the Company assigns these Terms, the Company shall notify you in writing within sixty

(60) days of such assignment. Notwithstanding the foregoing, these Terms of Use shall inure to the benefit of the successors and permitted assigns of the parties.

12.10. Descriptive Headings. The descriptive headings used herein are for the convenience of reference only. As such, they are not intended to have any effect whatsoever in determining the rights or obligations of the parties.

12.11. Questions and Suggestions. If you have any questions, suggestions, or wish to make a complaint, please email us at admin@aei.org or contact us by mail at 1281 Win Hentschel Blvd., West Lafayette, IN 47906. The Company will do its best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.