

## Terms of Use

Last Modified: July 15, 2020

### **Acceptance of the Terms of Use**

These terms of use are entered into by and between You and Granite Falls Energy, LLC, a Minnesota limited liability company ("**Company**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of the application, including any content, functionality and services offered on or through <https://gfe.cihedging.com/cih/grower/> (collectively, the "**Application**"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Application. **By using the Application, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <http://www.granitefallsenergy.com/images/E0157701/GraniteFallsEnergyLLCPrivacyPolicy.pdf>, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Application.

This Application is offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Application, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Application.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Application thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice on or prior to the date the change is posted on the Application.

Your continued use of the Application following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Accessing the Application and Account Security**

We reserve the right to withdraw or amend this Application, and any service or material we provide on the Application, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Application is unavailable at any time or for any period.

From time to time, we may restrict access to some parts of the Application, or the entire Application, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Application.
- Ensuring that all persons who access the Application through your internet connection or devices are aware of these Terms of Use and comply with them.

To access the Application or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Application that all the information you provide on the Application is correct, current and complete. You agree that all information you provide to register with this Application or otherwise, including, but not limited to, through the use of any interactive features on the Application, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Application or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

### **Intellectual Property Rights**

The Application and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Application, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this Application.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Application or any services or materials available through the Application.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Application in breach of the Terms of Use, your right to use the Application will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Application or any content on the Application is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Application not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **Trademarks**

The Company name, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Application are the trademarks of their respective owners.

## **Prohibited Uses**

You may use the Application only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Application:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Application, or which, as determined by us, may harm the Company or users of the Application, or expose them to liability.

Additionally, you agree not to:

- Use the Application in any manner that could disable, overburden, damage, or impair the application or interfere with any other party's use of the Application, including their ability to engage in real time activities through the Application.
- Use any robot, spider or other automatic device, process or means to access the Application for any purpose, including monitoring or copying any of the material on the Application.
- Use any manual process to monitor or copy any of the material on the Application, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Application.

- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Application, the server on which the Application is stored, or any server, computer or database connected to the Application.
- Attack the Application via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Application.

### **User Contributions**

The Application may contain message boards, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through the Application.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the application will be considered non-confidential and non-proprietary. By providing any User Contribution on the Application, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Application.

## **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Application or the public or could create liability for the Company.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Application.
- Terminate or suspend your access to all or part of the Application for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Application. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review all material before it is posted on the Application, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

## **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Copyright Infringement**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. It is the policy of the Company to terminate the user accounts of repeat infringers. If You believe that a user of the Application has violated or is violating Your copyright rights due to that user's illegal, unlawful, or otherwise improper conduct, You (the copyright owner) or Your agent may submit a notification pursuant to the Digital Millennium Copyright Act 17 U.S.C. § 512(c)(3) ("DMCA") by providing our Copyright Agent with the following information in writing: a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered

by a single notification, a representative list of such works at that site; identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the Company to locate the material; information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail; a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. You acknowledge that if You fail to comply with all of these requirements, Your DMCA notice may not be valid.

Company's designated Copyright Agent to receive notifications of claimed infringement is: Matthew Warner-Blankenship Attorney and Designated Copyright Agent for Company, Davis Brown Law Firm, 215 10th Street, Ste. 1300 Des Moines, Iowa 50309 Telephone: 515-288-2500 Facsimile: 515-243-0654 Email: mwbdmca@davisbrownlaw.com. Failure to comply with all of the requirements of the foregoing, may result in the waiver or invalidity of the DMCA. You may be liable for damages, including court costs and attorneys fees if You materially misrepresent that content on the Application constitutes copyright infringement. We will advise the alleged infringer of the DMCA statutory counter-notification procedure as described in the DMCA, at which time the alleged infringer may respond to Your claim and ask that the content at issue be restored. Upon receiving Your notification of alleged copyright infringement, as set forth above, we will remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of Your claim.

### **Reliance on Information Posted**

The information presented on or through the Application is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Application, or by anyone who may be informed of any of its contents.

This Application may include content provided by third parties, including materials provided by other users, third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Application**



We may update the content on this Application from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Application may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Application**

All information we collect on this Application is subject to our Privacy Policy. By using the Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Linking to the Application**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part. You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice. We may disable all or any links at any time without notice in our discretion.

### **Links from the Application**

If the Application contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Application, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Geographic Restrictions**

The owner of the Application is based in the State of Minnesota in the United States. We provide this Application for use only by persons located in the State of Minnesota in the United States. We make no claims that the Application or any of its content is accessible or appropriate outside of the United States. Access to the Application may not be legal by certain persons or in certain countries. If you access the Application from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Application will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A

DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR DEVICE, COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE APPLICATION, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION IS AT YOUR OWN RISK. THE APPLICATION, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE APPLICATION. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE APPLICATION, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE APPLICATION OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation on Liability**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APPLICATION, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE APPLICATION OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE APPLICATION OR SUCH OTHER WEBSITES,

INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless the Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Application, including, but not limited to, your User Contributions, any use of the Application's content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Application.

### **Governing Law and Jurisdiction**

All matters relating to the Application and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Application shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Arbitration**

At Company's sole discretion, it may require You to submit any disputes arising from these Terms of Use or use of the Application, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Minnesota law.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

**Waiver and Severability**

No waiver of by the Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**Entire Agreement**

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Granite Falls Energy, LLC, a Minnesota limited liability company with respect to the Application and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Application.

**Your Comments and Concerns**

This Application is operated by Granite Falls Energy, LLC, a Minnesota limited liability company, 15045 Hwy 23 SE, Granite Falls, Minnesota 56241; Phone: 320-564-3100.

All other feedback, comments, requests for technical support and other communications relating to the Application should be directed to: [cornsupport@granitefallsenergy.com](mailto:cornsupport@granitefallsenergy.com).