

Terms of Use
Indiana Soybean Alliance, Inc.
Effective July 9, 2015

Thank you for visiting us!

The indianasoybean.com and glassbarn.org websites (the “Sites”) are operated by or for Indiana Soybean Alliance, Inc. (referred to herein as “us,” “we,” “our” and “ISA”). By accessing or using the Sites, you indicate that you have read, understand and agree to these Terms of Use (the “TOU”), as well as our *Privacy Policy*. Please note, there may be additional terms posted during the use of particular portions of the Sites. All such terms, including our *Privacy Policy*, are incorporated by reference into the TOU.

Your continued use of the Sites indicates your assent to the TOU. If you do not agree with any portion of the TOU, you should exit the Sites immediately.

PLEASE READ THE FOLLOWING CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS.

We may modify these TOU from time to time, in our sole discretion. All revisions shall be effective upon posting, unless otherwise noted. You agree to be bound by any changes to the TOU when you use the Sites after any such revision is posted. Please review the TOU regularly, as it is your responsibility to abide by the current terms at all times.

The Sites are not directed to children, and children under the age of thirteen (13) are not authorized to use the Sites. If, in the future, we decide to direct the Sites or portions thereof to children under thirteen (13), we will do so in compliance with the Children’s Online Privacy Protection Act of 1998 (15 U.S.C. 6501 et seq.) including, without limitation, obtaining necessary parental consent.

General Use

The Sites offer information about farming and the use and benefits of soybeans. We are proud to bring you this information, and remind you that the Sites may be used only for lawful purposes. You agree not to use the Sites for any unlawful or prohibited purpose. Unauthorized use of the Sites is strictly prohibited. Appropriate legal action may be taken for any illegal or unauthorized use of the Sites.

Despite our best efforts to provide accurate information, it is not possible to completely ensure that information on the Sites is correct at all times. We assume no responsibility for any incorrect information or inappropriate content or conduct that is posted or occurs on the Sites.

If you become aware of misuse of the Sites, please contact us directly at info@indianasoybean.com.

License

For the limited purpose of your use of the Sites, we grant you a limited, revocable, personal and non-transferable license to use the Sites for private viewing and in accordance with the TOU, and for no other purpose. You must keep intact all copyright, trademark and other proprietary notices.

Information You Provide

You are solely responsible for any and all information you provide and materials you upload via the Sites. You represent and warrant that any information you provide and materials you upload, including but not limited to photographs and comments, do not violate the privacy rights, publicity rights, copyrights, trademark rights, contract rights or any other rights of any third party, and are not unlawful, fraudulent, obscene or otherwise objectionable.

By uploading or posting material to the Sites, such as photographs, images, text or other content, you grant to us a non-exclusive, worldwide, irrevocable, royalty-free, transferable, perpetual license to use, reproduce, distribute, create derivative works of, and publicly display, perform and publish such content for any purpose and in any media, including but not limited to promotions for goods and services provided by ISA.

We reserve the right, in our sole discretion, to modify, review, reject, or remove any content, or to suspend or terminate your access to all or any part of the Sites at any time, for any or no reason, with or without prior notice, and without liability. However, we are under no obligation to monitor or modify the content of the Sites and assume no responsibility for any inappropriate content or conduct that is posted or occurs on the Sites. We do not control or endorse any content posted on the Sites by third parties, and specifically disclaim any liability with respect to submissions, postings and actions of third parties using the Sites.

Intellectual Property

The design, text, graphics, logos, icons, the selection and arrangement of these elements, and all software and content posted on the Sites are the property of ISA or its licensors or suppliers, and are protected by U.S. and international intellectual property laws, including, but not limited to copyright. You may not post, modify, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information belonging to us or any other person or entity without obtaining the prior written consent of the owner of such proprietary rights. Please contact us at info@indianasoybean.com with any inquiries, permission requests, or to report suspected copyright infringement.

If you believe your proprietary work has been copied and/or posted on the Sites in a way that constitutes copyright infringement, please provide us with the following information:

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (ii) a description of the copyrighted work that you claim has been infringed;
- (iii) a description of where the material that you claim is infringing is located on the Sites;
- (iv) your address, telephone number, and email address;
- (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

- (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

General Disclaimer

We reserve the right to modify, suspend, delay or discontinue, temporarily or permanently, the Sites (or any part thereof), with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension, delay or discontinuance of the Sites or services offered through the Sites.

We are not responsible for any incorrect or inaccurate submissions or postings on the Sites, whether caused by us, other users of the Sites or by any of the equipment or programming used in or associated with the Sites. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any user communication. We are not responsible for any problems or technical malfunction of any communication network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email due to technical problems or high traffic on the Internet or any combination thereof, including any injury or damage to your or to any person's computer related to or resulting from participation or downloading materials in connection with the Sites.

We are not responsible for the postings or conduct, whether online or offline, of any user of the Sites. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Sites or from any postings or submissions on or through the Sites.

The Sites are provided AS-IS and, to the fullest extent permitted by law, WITHOUT WARRANTIES OF ANY KIND, either express or implied. This means, without limitation, that WE DO NOT WARRANT that the Sites are fit for any particular purpose; that the content of the Sites is non-infringing; that the services available via the Sites will be uninterrupted; that defects will be corrected; that the Sites are free of viruses or other harmful components; or that the information and content of the Sites are accurate, error-free or reliable. You acknowledge that ISA and its affiliates, together with their respective employees, agents, directors, officers and shareholders, ARE NOT LIABLE for any delays, inaccuracies, failures, errors, omissions, interruptions, deletions, defects, viruses, communication line failures or for the theft, destruction, damage or unauthorized access to your computer system or network.

Your Representations and Warranties

You represent and warrant that: (i) you are over the age of thirteen (13); (ii) you will not use the Sites for unacceptable or illegal purposes; and (iii) the information you provide through the Sites will be true, complete and correct and you will update all information as it changes.

Limitation of Liability

You acknowledge that we are not liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages, in connection with or arising from your use or from your inability to use the Sites. This limitation applies to all potential claims,

whether based on contract, tort, negligence, strict liability or otherwise, even if we have been advised of the possibility of damages. Because some 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 Sites, or with any of these terms and conditions, **YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITES.**

Indemnification

You hereby agree to indemnify and hold ISA, its affiliates, and their respective officers, directors, agents, partners and employees, harmless from any loss, liability, damages, claim or demand (including court costs and reasonable attorneys' fees, including in connection with enforcing this indemnity clause) made by any third party due to or arising out of your use of the Sites in violation of the TOU and/or arising from any breach of your representations and warranties set forth herein.

Governing Law and Venue

The TOU and our relationship are governed by the laws of the State of Indiana, U.S.A. You hereby irrevocably consent to the exclusive jurisdiction and venue of federal and state courts in the State of Indiana, U.S.A. in all disputes arising out of or relating to the use of the Sites and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the federal and state courts of the State of Indiana. Use of the Sites is unauthorized in any jurisdiction that does not give effect to the TOU, including this paragraph.

Entire Agreement

The TOU and the other documents referenced herein form the entire agreement between you and ISA with respect to the Sites. The TOU supersedes all prior or contemporaneous communications between you and ISA concerning any matters set forth herein.

Validity of TOU

A printed version of the TOU and any notices given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to the TOU to the same extent and subject to the same conditions as other business documents originally in printed form.

BY USING THE SITES, I ACKNOWLEDGE THAT I HAVE READ THE TOU IN ITS ENTIRETY, AND THAT I UNDERSTAND AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.