

Crop-Side Marketing Terms & Conditions

AGREEMENT BETWEEN YOU THE USER / SUBSCRIBER AND Crop-Side Marketing NOTE: **Crop-Side Marketing** requires a Subscriber to be a United States citizen or entity. **Crop-Side Marketing** will not accept non-US citizens or entities as a Subscriber.

The **Crop-Side Marketing** Website is comprised of various Web pages, Services, and Applications operated by **Crop-Side Marketing**. These terms and conditions outline the rules and regulations for the use of the **Crop-Side Marketing** Website, Services, Applications, and payment agreement for a Subscriber.

The **Crop-Side Marketing** Website, services, and Applications are offered conditioned on acceptance without modification of the terms, conditions, and notices contained herein. Your use of the **Crop-Side Marketing** Website, Services, and Applications constitutes Your agreement to all such terms, conditions, and notices.

Crop-Side Marketing is located at:

310 S 7th Street

Fairbury, Illinois, 61739, United States

PLEASE READ THE FOLLOWING AGREEMENT TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE CROP-SIDE MARKETING WEBSITE, SERVICES AND APPLICATIONS. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND CROP-SIDE MARKETING.

MODIFICATION OF THESE CROP-SIDE MARKETING TERMS AND CONDITIONS

Crop-Side Marketing reserves the right to change these Terms and Conditions under which the **Crop-Side Marketing** Website, Services, and Applications are offered, including but not limited to the charges associated with the use of the **Crop-Side Marketing** Website, Services, and Applications without prior notification to non-Subscribers.

Crop-Side Marketing will provide Subscribers with a notification of the specific changes taking place. Notification of changes will be sent to Subscribers 7 days before those changes become effective. Subscribers will be provided the opportunity to accept or decline the updated Terms and Conditions. In the event a Subscriber declines to accept the updated Terms and Conditions then Section 3 provisions will apply.

Subscriber would like to use **Crop-Side Marketing** Website, Services, and Applications (as defined below). **Crop-Side Marketing** is willing to grant a limited license to use the **Crop-Side Marketing** Website, Services, and Applications provided under the Terms and Conditions outlined in this Agreement.

1. 30 Day Free Trial Period

- 1.1 **Crop-Side Marketing** offers a 30 day free trial period.
- 1.2 Only 1 (one) 30 day free trial period will be allowed per person, household, billing address, company or entity.
- 1.3 Before being granted access to the **Crop-Side Marketing** Website, Services, and Applications, a Subscriber must first accept the **Crop-Side Marketing** Terms and Conditions. Taking the action of clicking on an "Agree" or a similar button, where this option is provided will constitute acknowledgement of having agreed to the **Crop-Side Marketing** Terms and Conditions.
- 1.4 An unwillingness to accept this Agreement will result in **Crop-Side Marketing** not be permitting access to the **Crop-Side Marketing** Website, Services, and Applications.
- 1.5 Under this 30 day free trial **Crop-Side Marketing** will provide access to the **Crop-Side Marketing** Website, Services, and Applications.
- 1.6 The **Crop-Side Marketing** Website, Services, and Applications free trial ends 30 days after the date Subscriber takes the action of clicking on an "Agree" or a similar button, where this option is provided will constitute acknowledgement of having agreed to the **Crop-Side Marketing** Terms and Conditions for the 30 day free trial period.
- 1.7 **Crop-Side Marketing** will contact Subscriber 7 days prior to the end of the 30 day free trial period to discuss the ending of the **Crop-Side Marketing** 30 day free trial period. **Crop-Side Marketing** will provide assistance with transitioning into becoming a **Crop-Side Marketing** Subscriber which will allow a Subscriber to continue accessing the **Crop-Side Marketing** Website, Services, and Applications. If Subscriber does transition to becoming a fee paying Subscriber that further constitutes acceptance of the **Crop-Side Marketing** Terms and Conditions.
- 1.8 In the event a Subscriber transitions to being a full, fee paying, Subscriber at the end of the 30 day free trial period, **Crop-Side Marketing** will send Subscriber a bill within one week after the date of transition from the 30 day free trial period to being a full, fee paying, Subscriber. The amount due will be calculated according to the Pricing Terms outlined in Section 4.
- 1.9 Subscriber agrees to pay the invoiced amount within 30 days of the date of when the invoice is produced / printed by **Crop-Side Marketing**. The print date will be clearly presented on the invoice by **Crop-Side Marketing** If Subscriber does not pay the bill within 30 days of invoice print date, then **Crop-Side Marketing** retains the right to terminate the Subscriber's account in accordance with terms outlined in Section 3.
- 1.10 **Crop-Side Marketing** reserves the right to add and/or remove "New Subscriber" discounts to the 30 day free trial period at any time.

2. Accepting This Agreement, Definitions, and Cookies

2.1 Acceptance:

2.1.1 To use the **Crop-Side Marketing** Website, Services, and Applications, Subscriber must first accept this Agreement. If Subscriber does not or cannot accept this Agreement, **Crop-Side Marketing** is under no obligation to provide access to the **Crop-Side Marketing** Website, Services, and Applications.

2.1.2 Subscriber accepts and agrees to the terms of this Agreement on Subscriber's behalf and/or on behalf of Subscriber's company, entity as its authorized legal representative, by doing either of the following:

2.1.2.1 checking the box displayed at the end of this Agreement if Subscriber is reading this on an **Crop-Side Marketing** Website and/or Applications; or

2.1.2.2 clicking an "Agree" or a similar button, where this option is provided by **Crop-Side Marketing**.

2.2 Definitions

Whenever capitalized in this Agreement:

"Agreement" means this **Crop-Side Marketing** Agreement, including any attachments, and any exhibits which are hereby incorporated by this reference.

"Application" means one or more software programs (including extensions, media, and Libraries that are enclosed in a single software bundle) and mobile app(s) granted to You by **Crop-Side Marketing** as applicable, including bug fixes, updates, upgrades, modifications, enhancements, supplements to, revisions, new releases and new versions of such software programs and mobile app(s).

"C-SM" refers to **Crop-Side Marketing**.

"Calendar Year" refers to the time frame that begins January 1st and ends December 31st. For example: January 1 through December 31, 2021. The Calendar Year in the example is 2021.

"Carryover" refers to the situation where grain from one Calendar Year is not sold in the Calendar Year that the grain was associated with and therefore is held over to the next Calendar Year. For example: 2020 grain to be sold totaled 10,000 bushels but only 8,000 bushels were sold in 2020, therefore there was a Carryover of 2,000 bushels into the next Calendar Year.

"Crop-Side Marketing Service", or **"Service"** means the services that **Crop-Side Marketing** may provide or make available through the **Crop-Side Marketing** Software and Applications or as part of the Services for use as outlined in this Agreement, including any Updates thereto (if any) that may be provided to Subscriber by **Crop-Side Marketing** under the

Service. **Crop-Side Marketing** provides a grain cash sales advisory Service using a unique monitoring method, proprietary analysis systems, and communication delivery methods that consist of one or more of the following; text messages, recorded broadcast calls, direct phone calls and/or direct mail, video broadcasts, and application updates. Service messages from **Crop-Side Marketing** will appear to Subscriber as text messages, phone calls, and recorded broadcast phone calls. When signing up for a trial of the Service provided by **Crop-Side Marketing**, Subscriber authorizes C-SM to contact Subscriber after a period determined by C-SM. **Crop-Side Marketing** reserves the right to end Subscriber's trial of the Service at any time for any reason.

"Crop-Side Marketing software" means **Crop-Side Marketing** any software and Applications that C-SM provides to Subscriber under the Services, including any Updates thereto (if any) that may be provided to Subscriber by C-SM under the Program.

"Invoice" refers to any sales order, bill of sale, purchase order, invoice, receipt, reckoning document, ledger, record charge, checks, charges, statements, tabs, or other billing related documentation.

"Old Grain" refers to the situation where grain from one Calendar Year is not sold in the Calendar Year that the grain was associated with and therefore is held over to the next Calendar Year. For example: 2020 grain to be sold totaled 10,000 bushels but only 8,000 bushels were sold in 2020, therefore there was a Carryover of 2,000 bushels into the next Calendar Year and those 2,000 bushels are considered and referred to as Old Grain.

"New Grain" refers to the grain produced or expected to be produced within the current Calendar Year / Subscription Term. This term is used to help distinguish Old Grain Carryover from a prior Calendar Year from New Grain associated with the current Calendar Year's production crop.

"Required Minimum Commitment Level" and/or **"RMCL"** refers to the minimum quantity of bushels of grain a Subscriber must commit to **Crop-Side Marketing** to be eligible to participate in the Service.

"Subscriber" refers to You, the person accessing this Website, Services, and Applications and accepting the **Crop-Side Marketing** Terms and Conditions.

"Subscription Term" means the period described in Section 3.

"You" and **"Your"** may be used at times when most grammatically appropriate and are intended to be equal to **"Subscriber"**. Both are defined to mean and refer to the person(s) or legal entity (whether the company, organization, educational institution or governmental agency, instrumentality or department) that has accepted this Agreement and that is using the **Crop-**

Side Marketing Website, Services, and Applications or otherwise exercising rights under this Agreement.

All terms refer to the offer, acceptance, and consideration of payment necessary to undertake the process of our **Crop-Side Marketing** assistance to the Subscriber in the most appropriate manner, whether by formal meetings of a fixed duration or any other means, for the express purpose of meeting the Subscriber's needs in respect of the provision of the **Crop-Side Marketing** stated services/products, under and subject to, prevailing law of United States. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

2.3 Cookies

2.3.1 To optimize the user experience, **Crop-Side Marketing** may make use of cookie technology. **Crop-Side Marketing** may use cookies and other storage methods keep temporary user preferences per the user's device, or for mobile app offered within the **Crop-Side Marketing** services.

2.3.2 **Crop-Side Marketing** also uses functional cookies to enhance the performance of our Website, Services and Applications which are unrelated to collecting or storing personal information.

3. Subscription Term; Termination; and Cancellation

3.1 Subscription Term:

3.1.1 A Subscription term is one Calendar Year. However the following clarifying details apply:

3.1.1.1 **Crop-Side Marketing** agrees to complete the selling of ALL grain associated with a particular Calendar Year crop but will not be strictly bound to complete those sales within the specific subscription Calendar Year. There could be Carryover grain to be sold within the following Calendar Year.

3.1.1.2 In the event when there is grain remaining ("Carryover") from a prior Calendar Year subscription ("Old Grain") when a new Calendar Year arrives, **Crop-Side Marketing** will continue to work complete all sales associated with the prior Calendar Year Old Grain. **Crop-Side Marketing** anticipates and/or expects all Old Grain sales to be completed no later than June 30th of the Calendar Year following the Calendar Year associated with the Old Grain.

3.1.1.3 Even in a situation where there is prior Calendar Year grain Carryover, **Crop-Side Marketing** will send a renewal subscription invoice to Subscriber for the new Calendar Year. The invoice represents the subscription for the New Grain sales for the new Calendar Year. Refer to 3.2 in this Section for renewal details.

3.1.1.4 **Crop-Side Marketing** reserves the right to change or modify the Subscription Term. **Crop-Side Marketing** will provide notification of any changes to the Subscription Term at the time the billing invoice is sent.

3.1.2 The Subscription Term shall remain active unless it is terminated or cancelled as outlined in 3.3 and 3.4 of this Section.

3.2 Renewal of Subscription:

3.2.1 Crop-Side Marketing sends out the next Calendar Year Subscription billing invoices in November of the current Calendar Year (e.g., 2022 billing invoices will be sent in November of 2021).

3.2.2 Crop-Side Marketing does offer auto-renewal of Subscriptions. It is the responsibility of the Subscriber to establish/activate the auto-renewal by updating the Subscriber's Account information and providing all the relevant data needed for the auto-renewal process to process properly. If a Subscriber does not activate auto-renewal, then **Crop-Side Marketing** will follow the normal billing invoice processes outlined in this Agreement.

3.2.3 Crop-Side Marketing will send out a billing invoice and may call Subscriber by telephone to renew the Subscriber's Account. The Subscriber grants **Crop-Side Marketing** permission to call the Subscriber for this purpose.

3.2.4 These Terms and Conditions will be upheld when renewing Services with C-SM. Subscriber consents to the use of an electronic record to document Subscriber's agreement to Services distributed by C-SM. Subscriber may request a paper copy of Subscriber's consent by Priority Mail, Certified Mail, Return Receipt Requested to **Crop-Side Marketing**, at the aforementioned address.

3.2.5 If Subscriber does not pay the bill within 30 days of receipt, then **Crop-Side Marketing** retains the right to terminate Subscriber's account in accordance with terms outlined in 3.3 and 3.4 of this Section.

3.3 Termination: This Agreement and all rights and licenses granted by **Crop-Side Marketing** hereunder and any services provided hereunder will terminate, effective immediately upon notice from **Crop-Side Marketing**:

3.3.1 if Subscriber fails to comply with any term of this Agreement and fails to cure such breach within 30 days after becoming aware of or receiving notice of such breach;

3.3.2 if Subscriber declines to accept updates made to the **Crop-Side Marketing** Terms and Conditions.

3.3.3 in the event of the circumstances described in the subsection entitled "Severability" below;

3.3.4 if Subscriber, at any time during the Term, commence an action for patent infringement against **Crop-Side Marketing**;

3.3.5 if Subscriber becomes insolvent, fail to pay Your debts when due, dissolve or cease to do business, file for bankruptcy, or have filed against Subscriber a petition in bankruptcy; or

3.3.6 if Subscriber engages or encourages others to engage, in any misleading, fraudulent, improper, unlawful or dishonest act relating to this Agreement, including, but not limited to,

misrepresenting the nature of Your submitted Application (e.g., hiding or trying to hide functionality from **Crop-Side Marketing** review, falsifying consumer reviews for Your Application, engaging in payment fraud, etc.).

3.4 Cancellation:

3.4.1 Crop-Side Marketing retains the right to cancel Subscriber's Subscription but will be required to provide Subscriber with notice of such cancellation at least 30 days prior to the effective date of cancellation. Until such requested cancellation is effective, **Crop-Side Marketing** agrees to provide Service for the agreed-upon Term, one is not conditional on the other and we, **Crop-Side Marketing**, provide Service for the agreed-upon Term with the expectation that Subscriber will pay the agreed-upon amount through and up to the cancellation effective date.

3.4.2 Subscriber has the right to cancel Your Subscription but will be required to provide **Crop-Side Marketing** with notice of such cancellation at least 30 days prior to the effective date of cancellation. Until such requested cancellation is effective, Subscriber agrees to pay **Crop-Side Marketing** for the agreed-upon amount and we, C-SM, agree to provide Service for the agreed-upon Term, one is not conditional on the other and we, C-SM, provide Service for the agreed-upon Term with the expectation that Subscriber will pay the agreed-upon amount through and up to the cancellation effective date.

4. Pricing, Payment Terms, Billing, and Collections

4.1 Pricing

4.1.1 Crop-Side Marketing reserves the right to modify the price, content, or nature of the Services at any time. **Crop-Side Marketing** may provide notice of any such changes. **Crop-Side Marketing** reserves the right, at our sole discretion, to refrain from changing the prices of certain Subscribers based on factors such as the account sign-up date (longevity) and good standing: a practice often referred to and/or known as in many industries as "grandfathering".

4.1.2 The Subscriber understands that **Crop-Side Marketing** pricing and/or fees are confidential, and agrees to hold the pricing and billing rates in the strictest of confidence and not to disclose such billing rates and/or fees directly or indirectly to third parties or to use such information for any purpose whatsoever other than performing under this agreement.

4.1.3 **Crop-Side Marketing** 30 day free trial

4.1.3.1 There is no fee or cost associated with the **Crop-Side Marketing** 30 day free trial period. **Crop-Side Marketing** will send Subscriber a bill within one week after the trial period ends in the event the Subscriber chooses to transition into a full, fee paying Subscriber. The amount due will be calculated based on the **Crop-Side Marketing** Service the Subscriber chooses. Pricing Terms for the two **Crop-Side Marketing** Services are outlined in this Section (see below). The full details for the **Crop-Side Marketing** 30 day free trial period are outlined in Section 1 (one).

4.1.4 Crop-Side Marketing Cash Marketing

4.1.4.1 The price structure for this Service is a flat fee set on a per acre basis.

4.1.4.2 Crop-Side Marketing reserves the right to change the rate structure and fees associated with that structure at any time. Subscriber will be notified by **Crop-Side Marketing** 30 days prior to the effective date of a price change for this Service.

4.1.4.3 The current rate can be obtained by contacting the **Crop-Side Marketing** Team.

4.1.4.4 The features and benefits provided under this Service and are included with the price are outlined in Section 5.

4.1.5 Crop-Side Marketing Managed Cash Pricing

4.1.5.1 The price structure for this Service is based upon a bushels Required Minimum Commitment Level (RMCL).

4.1.5.2 Crop-Side Marketing reserves the right to change the RMCL at any time. Subscriber will be notified by **Crop-Side Marketing** 30 days prior to the effective date of a RMCL change for this Service.

4.1.5.3 The price is set at a flat fee set on a per bushel basis when a specified bushel commitment level is reached or exceeded.

4.1.5.4 When the RMCL falls below the level outlined in 4.1.5.3, the price is variable and the rate applicable will be determined in accordance with the bushels committed bandings set by **Crop-Side Marketing**.

4.1.5.5 Crop-Side Marketing reserves the right to change the rate structure and fees associated with that structure at any time. Subscriber will be notified by **Crop-Side Marketing** 30 days prior to the effective date of a price change for this Service.

4.1.5.6 The current rate structure can be obtained by contacting the **Crop-Side Marketing**.

4.1.5.7 The features and benefits provided under this Service and are included with the price are outlined in Section 5.

4.2 Payment Terms

4.2.1 Payments for a Subscription to **Crop-Side Marketing** are non-refundable

4.2.2 When a Subscriber agrees to purchase or renew a Subscription, You agree to pay for a subscription fee and accept responsibility for the charge.

4.2.3 First time Subscribers who are within the **Crop-Side Marketing** 30 day free trial period are not required to pay for the 30 day trial period. However, once the 30 day free trial period ends, the Subscriber is responsible for paying for a Subscription unless You notify **Crop-Side Marketing** if You do not want to transition into becoming a **Crop-Side Marketing** Subscriber as outlined in Section 1.

4.2.4 **Crop-Side Marketing** accepts one-time payments in full for the term of service agreed to. Payments are to be remitted to **Crop-Side Marketing** in full: through a personal or company check or via an ACH Payment.

4.2.5 **Crop-Side Marketing** does NOT accept credit card payments at this time, but reserves the right to change that policy and will notify Subscribers should that method of payment become accepted.

4.3 Billing / Invoices and Payments

4.3.1 **Crop-Side Marketing** will issue the Subscriber billing Invoices for fees due and, if applicable, for any additional costs are incurred transacting business for the Subscriber. Failure to do so will not be deemed a breach of contract by **Crop-Side Marketing**. The Invoices will list all Services provided to the Subscriber by **Crop-Side Marketing** during the period reflected in the Invoice.

4.3.2 Subscriber agrees to promptly pay for all Services provided and/or performed on Subscriber's behalf, as reflected in the Invoices.

4.3.3 Subscriber's Payment is due within 30 days of the date the invoice is printed/produced. The Invoice payment will be considered late if not paid within 30 days after the date the invoice is printed/produced. **Crop-Side Marketing** does not assess late payment charges for payments remitted after the required 30 day payment period, but **Crop-Side Marketing** reserves the right to change this policy and will notify Subscriber 30 days prior to the effective date should this policy change.

4.3.4 If **Crop-Side Marketing** is in a position where a Subscriber has failed to abide by the terms of their Verbal Agreement or other arrangements due to non-payment, **Crop-Side Marketing** will advise the Subscriber that their Service will be suspended or terminated according to the Terms outlined in Section 3.

4.4 Collection

4.4.1 In the event it becomes necessary to enforce this Agreement for unpaid costs and/or fees, Subscriber shall be charged for any reasonable attorney fees for all costs associated therewith that are incurred by **Crop-Side Marketing** in the pursuit of collecting the unpaid costs and/or fees.

4.4.2 In the event of non-payment or a dispute regarding fees and costs owed to **Crop-Side Marketing**, Subscriber acknowledges and agrees that C-SM will be entitled to the following, to the extent allowable by law:

4.4.2.1 a retaining lien on all file materials as well as Subscriber funds or property in the possession of **Crop-Side Marketing**, and may be asserted whether or not a suit has been filed; and

4.4.2.2 a charging lien on all funds which may come into the possession of Subscriber whether through a settlement, sale of real or personal property, inheritance, or any other method

4.5 Bankruptcy

4.5.1 Subscriber Bankruptcy

4.5.1.1 If Subscriber files bankruptcy, Subscriber acknowledges and agrees that You are responsible to report Your bankruptcy filing to **Crop-Side Marketing** within 30 days of the bankruptcy filing date.

4.5.1.2 If Subscriber files bankruptcy, Subscriber acknowledges and agrees that **Crop-Side Marketing** has a secured and preferred claim for any retainers and monies paid to C-SM for the services C-SM has provided to the Subscriber, as well as for any unpaid attorney's fees and costs.

4.5.1.3 Subscriber acknowledges, agrees, represents and warrants that: all payments made to **Crop-Side Marketing** are made in the ordinary course of business and made according to ordinary business terms, and therefore, are not subject to any claw-back, or avoidance; that the Subscriber received the Invoice or obligation to pay, for value and in good faith, and in exchange for Service C-SM provided the Subscriber.

4.5.1.4 In the event of an attempt by a bankruptcy trustee to claw-back, avoid, or otherwise undo any transfer of monies received by **Crop-Side Marketing** from the Subscriber (including instituting any adversary proceedings against C-SM), Subscriber agrees to fully indemnify and defend C-SM, at Subscriber's own cost. Subscriber will also cooperate in assisting in the defense of C-SM, at Subscriber's own cost.

4.5.1.5 To the extent allowable by law, the Subscriber acknowledges and agrees that any fees and costs paid or owed to **Crop-Side Marketing** for services rendered by C-SM to Subscriber, both pre-petition and post-petition, are not subject to any discharge via bankruptcy, and survive any bankruptcy discharge. The obligations in the Agreement also survive any bankruptcy discharge.

4.5.2 Crop-Side Marketing Bankruptcy

4.5.2.1 If **Crop-Side Marketing** files bankruptcy, **Crop-Side Marketing** acknowledges and agrees that they are responsible to report the bankruptcy filing to Subscriber within the time lines prescribed by the appropriate Illinois bankruptcy laws.

4.5.2.2 If **Crop-Side Marketing** files bankruptcy, Subscriber acknowledges and agrees that **Crop-Side Marketing** has a secured and preferred claim for any retainers and monies owed to C-SM for the services C-SM has provided to the Subscriber and

that the Subscriber must still remit payment to C-SM or any legal representation that **Crop-Side Marketing** may have in place as a result of the bankruptcy.

4.5.2.3 Crop-Side Marketing acknowledges, agrees, represents and warrants that **Crop-Side Marketing** will comply fully with all the legal and procedural aspects associated the applicable Illinois bankruptcy law under which the **Crop-Side Marketing** bankruptcy has been filed.

5. Crop-Side Marketing Services

5.1 General Provisions:

- 5.1.1 Crop-Side Marketing** Services are not Grain Broker services.
- 5.1.2 Crop-Side Marketing** services are designed and intended for assisting Subscriber with selling Subscriber grain stock in the cash market.
- 5.1.3** The initial selection of which **Crop-Side Marketing** Service(s) a Subscriber wants to subscribe to is initially made when Subscriber signs up / opens an Account and begin the **Crop-Side Marketing** 30 day free trial period. The full details associated with the 30 day free trial are outlined in Section 1 (one).
- 5.1.4 Crop-Side Marketing** will provide Personal Consulting to Subscriber when You transition from the 30 day free trial to becoming a full, fee paying Subscriber. **Crop-Side Marketing** offers this Consulting to ensure Subscriber understands the **Crop-Side Marketing** Services and Applications and are able to make the selection that Subscriber feels best fits the Subscriber's needs.
- 5.1.5** If a Subscriber initially signs up for only one **Crop-Side Marketing** Service, Subscriber may at a later date sign up the other Service. The Subscriber will be required to pay the subscription fee associated with the additional Service.
- 5.1.6** If a Subscriber initially signs up for both **Crop-Side Marketing** Services and at a later date decide Subscriber no longer want to subscribe to one of the Services, then the Cancellation Terms and Conditions outlined in Section 3 will apply.
- 5.1.7** The **Crop-Side Marketing** Services are distinctly separate Services, and each service has a discrete, separate pricing structure.
- 5.1.8** If a Subscriber signs up for both **Crop-Side Marketing** Services the Subscriber will be charged a fee for each Service. The total Subscription fee will be the sum of the two separate Service fees.
- 5.1.9** The Subscription billing invoicing and payment Terms and Conditions are outlined in Section 4.
- 5.1.10** Subscriber agrees to provide **Crop-Side Marketing** with all the relevant data needed for each Service and Application. This data will be kept confidential in accordance with the

Crop-Side Marketing Privacy Policy. Subscriber is responsible for keeping Subscriber data up-to-date and accurate.

5.2 **Crop-Side Marketing** Cash Marketing Service

- 5.2.1 Subscriber agrees to create a **Crop-Side Marketing** - Marketing Plan. Subscriber agrees to enter all relevant Marketing Plan data which is to include some higher level total costs data. Subscriber's Marketing Plan data will be kept confidential in accordance with the **Crop-Side Marketing** Privacy Policy.
- 5.2.2 Subscriber agrees to provide **Crop-Side Marketing** with Subscriber's email, cell phone number, and landline phone number
- 5.2.3 Under this Service Subscriber retains control of Subscriber's grain stocks and continue to execute Your own cash sales and are ultimately the person in control of the actual terms of each sale.
- 5.2.4 Subscriber is responsible for arranging for trucking / shipment of the grain when a sale is executed.
- 5.2.5 Subscriber is responsible for establishing all the applicable contracts between the Buyer and the Subscriber.
- 5.2.6 Subscriber agrees to report to **Crop-Side Marketing** each sale that is executed by Subscriber and will provide **Crop-Side Marketing** with the terms of each sale: date of sale, price of sale, quantity of bushels sold, and percentage of Subscriber's total grain stock sold.
- 5.2.7 **Crop-Side Marketing** will provide Subscriber with any assistance needed to properly set up Subscriber's initial account details and ensure Subscriber understands what Marketing Plan data is to be entered into the C-SM system.
- 5.2.8 Under this service **Crop-Side Marketing** will:
 - 5.2.8.1 provide optimal selling time signals
 - 5.2.8.2 send weekly **Crop-Side Marketing** video and newsletter
 - 5.2.8.3 provide access to **Crop-Side Marketing** training / tutorial videos
 - 5.2.8.4 produce an Annual "side by side" comparison statement
 - 5.2.8.5 provide Personal Consultation from our **Crop-Side Marketing** Team
- 5.2.9 Under this service **Crop-Side Marketing** will not:
 - 5.2.9.1 execute the actual grain sale(s)
 - 5.2.9.2 arrange for the trucking / shipment for grain sold by Subscriber

5.3 **Crop-Side Marketing** Managed Cash Pricing Service

- 5.3.1 Under this Service Subscriber gives **Crop-Side Marketing** control of a specified amount of Subscriber's grain stocks. Subscriber retains control of deciding the quantity of

grain committed to this Service but agree to be subject to the **Crop-Side Marketing** Required Minimum Commitment Level (RMCL) structure that is established for this Service.

5.3.2 Subscriber agrees to authorize **Crop-Side Marketing** to act on Subscriber's behalf for executing the sales for the grain Subscriber has committed under this Service. This will include fully cooperating with establishing and/or executing all legal documents and contracts required to equip **Crop-Side Marketing** to legally act on Subscriber's behalf for any and all grain sales executed under this Service.

5.3.3 Subscriber is responsible for:

5.3.3.1 providing **Crop-Side Marketing** with preferred email address, cell phone number, and landline phone number

5.3.3.2 submitting quantity of grain (subject to RMCL structure) to be managed by **Crop-Side Marketing**

5.3.3.3 providing **Crop-Side Marketing** with the Terms of Sale

5.3.3.4 signing the contract(s) established with Buyer, Producer, and **Crop-Side Marketing**

5.3.3.5 choosing the contract month(s)

5.3.3.6 specifying the delivery location

5.3.3.7 arranging for trucking / shipment of the grain when a sale is executed

5.3.3.8 reporting to **Crop-Side Marketing** when each sale's grain delivery has been completed

5.3.4 Subscriber is not responsible for executing any sales for any of the grain that has committed to **Crop-Side Marketing** under this Service. Subscriber may execute a sale of grain stock that belongs to Subscriber as long as that does not reduce or impede upon the grain stock level committed to **Crop-Side Marketing** under this Service.

5.3.5 **Crop-Side Marketing** will provide Subscriber with any assistance needed to properly set up Subscriber's initial Account details and the Required Minimum Commitment Level.

5.3.6 Under this Service **Crop-Side Marketing** will:

5.3.6.1 establish the contract(s) with Buyer, Producer, and **Crop-Side Marketing**

5.3.6.2 execute the actual sales of the grain stock Subscriber has committed to this Service

5.3.6.3 notify Subscriber 30 days prior to committed sales' delivery dates to serve as a reminder of the delivery commitment so Subscriber can arrange for the trucking / shipment of the sold grain stock

5.3.6.4 provide Subscriber with a monthly update regarding all sales made for Subscriber's committed grain stock

5.3.7 Under this Service **Crop-Side Marketing** will not:

5.3.7.1 select the delivery point(s) for the grain sold

5.3.7.2 arrange for the trucking / shipment of the grain sold

5.3.7.3 provide optimal selling time signals

5.3.7.4 send weekly **Crop-Side Marketing** video and newsletter

5.3.7.5 provide access to **Crop-Side Marketing** training / tutorial videos

5.3.7.6 produce an annual "side by side" comparison statement

6. Licensing, Rights, and Linking

6.1 License

- 6.1.1** Unless otherwise stated, **Crop-Side Marketing** and/or its licensors own the intellectual property rights for all material on **Crop-Side Marketing**. All intellectual property rights are reserved. Subscriber may view and/or print pages from [Crop-Side Marketing - Home \(Crop-Side Marketing.com\)](http://Crop-Side Marketing - Home (Crop-Side Marketing.com)) for Subscriber's personal use subject to restrictions set in these Terms and Conditions.
- 6.1.2** Subscriber is not allowed to do any of the following from the **Crop-Side Marketing** website (Crop-Side Marketing - Home ([Crop-Side Marketing - Home \(Crop-Side Marketing.com\)](http://Crop-Side Marketing - Home (Crop-Side Marketing.com)))):
- 6.1.2.1** Republish material
 - 6.1.2.2** Sell, rent or sub-license material
 - 6.1.2.3** Reproduce, duplicate or copy material
 - 6.1.2.4** Redistribute content from **Crop-Side Marketing** (unless content is specifically made for redistribution)
 - 6.1.2.5** Hyperlinking to **Crop-Side Marketing** Content
- 6.1.3** The following organizations may link to the **Crop-Side Marketing** Website without prior written approval: government agencies, search engines, and news organizations.
- 6.1.4** Online directory distributors when they list **Crop-Side Marketing** in the directory may link to our Website in the same manner as they hyperlink to the Websites of other listed businesses; and Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our website and/or application. These organizations may link to our home page, to publications, or other Website information so long as the link:
- 6.1.4.1** is not in any way misleading
 - 6.1.4.2** does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and
 - 6.1.4.3** fits within the context of the linking party's site
- 6.1.5** **Crop-Side Marketing** may consider and approve in our sole discretion other link requests from the following types of organizations:
- 6.1.5.1** commonly-known consumer and/or business information sources such as Chambers of Commerce
 - 6.1.5.2** American Automobile Association, AARP and Consumers Union;
 - 6.1.5.3** dot.com community sites;
 - 6.1.5.4** associations or other groups representing charities,
 - 6.1.5.5** including charity giving sites, online directory distributors;
 - 6.1.5.6** internet portals;
 - 6.1.5.7** accounting, law and consulting firms whose primary Subscribers are businesses; and educational institutions and trade associations
- 6.1.6** **Crop-Side Marketing** will approve link requests from the organizations listed in 6.1.5 if we determine that:

6.1.6.1 the link would not reflect unfavorably on **Crop-Side Marketing** or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link)

6.1.6.2 the organization does not have an unsatisfactory record with **Crop-Side Marketing**;

6.1.6.3 the benefit to **Crop-Side Marketing** from the visibility associated with the hyperlink outweighs the absence of **Crop-Side Marketing**; and

6.1.6.4 where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

6.1.7 The organizations listed in 6.1.5 may link to the **Crop-Side Marketing** home page, to publications or other Website information so long as the link:

6.1.7.1 is not in any way misleading;

6.1.7.2 does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and

6.1.7.3 fits within the context of the linking party's site.

6.1.8 If you are among the organizations listed in 6.1.4 above and are interested in linking to the **Crop-Side Marketing** Website, you must notify us by sending an e-mail to **Crop-Side Marketing**. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our website, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response. Approved organizations may hyperlink to our Website as follows:

6.1.8.1 By use of our **Crop-Side Marketing** name; or

6.1.8.2 By use of the uniform resource locator (Web address) being linked to; or

6.1.8.3 By use of any other description of our website or material being linked to that makes sense

6.1.8.4 Within the context and format of content on the linking party's site.

6.1.9 No use of the **Crop-Side Marketing** logo or other artwork will be allowed for linking absent a trademark license agreement.

6.2 Iframes

6.2.1 Without prior approval and express written permission, **Crop-Side Marketing** does not allow for the creation of frames around our **Crop-Side Marketing** Website pages or use other techniques that alter in any way the visual presentation or appearance of our **Crop-Side Marketing** Website.

6.3 Reservation of Rights

6.3.1 **Crop-Side Marketing** reserves the right at any time and in its sole discretion to request that You remove all links or any particular link to our website.

6.3.2 You agree to immediately remove all links to our website upon such request.

6.3.3 Crop-Side Marketing also reserves the right to amend these Terms and Conditions and its linking policy at any time.

6.3.4 By continuing to link to the **Crop-Side Marketing** Website, You agree to be bound to and abide by these linking terms and conditions.

6.4 Removal of links from our website and/or application

6.4.1 If you find any link on the **Crop-Side Marketing** website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

6.4.2 While we endeavor to ensure that the information on the **Crop-Side Marketing** Website and Applications is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the Website and Applications remains available or that the material on the Website and Applications is kept up to date.

6.5 Content Liability

6.5.1 Crop-Side Marketing shall have no responsibility or liability for any content appearing within Subscriber's Account within the **Crop-Side Marketing** Website and/or Applications.

6.5.2 Subscriber agrees to indemnify and defend **Crop-Side Marketing** against all claims arising out of or based upon Subscriber's Account content within the **Crop-Side Marketing** Website and Applications.

6.5.3 No link(s) may appear on any page on Subscriber's Account within the **Crop-Side Marketing** Website and Applications or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

6.6 General Restrictions on Use

6.6.1 Subscribers may not transfer, assign, commercially exploit, or sublicense access to the Service to any third-party. Subscriber may only use the Service for Subscriber's personal, non-commercial purposes for Subscriber's specific operation.

6.6.2 Subscriber may not modify or create a derivative product based on the Service. No part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Any future release, update, or other addition to functionality of the Service shall be subject to these Terms.

6.6.3 Subscriber agrees not to use the Services to

6.6.3.1 violate any local, state, nation or international law;

6.6.3.2 stalk, harass or harm another individual;

6.6.3.3 collect or store personal data about other Subscribers;

6.6.3.4 impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity;

6.6.3.5 interfere with or disrupt the service; or

6.6.3.6 disobey any requirements, procedures, policies, or regulations of networks connected to the Service. You promise that any information about yourself you voluntarily provide us will be true, accurate, complete, and current.

6.7 Crop-Side Marketing Property

6.7.1 Subscriber understands and acknowledges that any documentation (and drafts of any documentation) created by **Crop-Side Marketing** is the exclusive property of **Crop-Side Marketing**, and **Crop-Side Marketing** issues the Subscriber a limited and revocable license for use of the document for the sole purpose of the matter set forth above.

6.7.2 Subscribers may not use, distribute, disseminate or copy any **Crop-Side Marketing** documentation or drafts without the express authorization in writing and signed by the **Crop-Side Marketing** managing attorney.

6.7.3 Subscriber acknowledges that once funds are transferred into the **Crop-Side Marketing** Operating Account, those funds become the property of **Crop-Side Marketing**.

7. Communications and Marketing Content

7.1 Delivery of Service through Text Messages, Phone Calls, and Emails

7.1.1 Text Messages and Phone Calls

7.1.1.1 The Subscriber authorizes **Crop-Side Marketing** to send any text messages, phone calls, and phone call broadcasts in the form of a recording to the cell and/or landline phone number(s) associated with Subscriber's Account.

7.1.1.2 Subscriber acknowledge that text message and phone broadcast calls will be sent to the mobile number(s) Subscriber provides to **Crop-Side Marketing**. Subscriber authorizes **Crop-Side Marketing** to call by telephone any or all the phone number(s) provided for Subscriber's Account. Subscriber confirms that you are the Subscriber to the relevant phone number or that you are the customary Subscriber of that number on a family or business plan that you are authorized to subscribe to the Service.

7.1.1.3 **Crop-Side Marketing** has no obligation for the failure of the delivery of broadcast calls or text messages. If a broadcast or message fails to deliver it is the responsibility of the Subscriber to inform **Crop-Side Marketing**.

7.1.1.4 **Crop-Side Marketing** retains full rights to begin, interrupt, or end Service as they see fit depending on the status of the Subscriber account. **Crop-Side Marketing** may terminate text message and/or phone call broadcast service and/or Subscriber's participation in it any time with or without notice. **Crop-Side Marketing** reserves the right to terminate Service, in whole or in part, at any time without notice.

7.1.1.5 Crop-Side Marketing does not have a separate charge for text messages, however, message and data rates may apply from Subscriber's mobile carrier. By providing consent for Service, Subscriber approves any such charges from Subscriber's mobile carrier.

7.1.2 Emails/SMS

7.1.2.1 The Subscriber authorizes **Crop-Side Marketing** to send emails and SMS texts associated with Subscriber's Account. **Crop-Side Marketing** will only send information, documents, and communications that are relevant to Your Subscription and the business activities **Crop-Side Marketing** is completing on Subscriber's behalf. **Crop-Side Marketing** will only use email and SMS for business communications between **Crop-Side Marketing** and Subscriber.

7.1.2.2 Crop-Side Marketing has a Privacy Policy the outlines our commitment and responsibilities for ensuring the protection of Subscriber data. **Crop-Side Marketing** does not share, use for marketing, nor sell to third parties the personal information of the **Crop-Side Marketing** Subscribers. Please review the **Crop-Side Marketing** Privacy Policy.

7.1.2.3

7.2 Marketing Content

7.2.1 Crop-Side Marketing may include **Crop-Side Marketing** advertising and marketing content in any such messages sent as outlined in 7.1 in this Section.

7.2.2 Subscriber authorizes **Crop-Side Marketing** to include **Crop-Side Marketing** advertising and marketing content in any such message sent as outlined 7.1 in this Section.

7.2.3 Crop-Side Marketing will not include third party marketing materials, ads, or links in any emails sent to Subscriber from **Crop-Side Marketing**.

8. General Provisions

8.1 Electronic Acceptance

8.1.1 This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and Subscriber's acceptance will be deemed binding between the parties.

8.1.2 Neither party may contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

8.2 Inconsistency

8.2.1 The terms of this Terms and Conditions (T&Cs) amend all related terms in prior discussions, understandings, agreements, representations, warranties, or covenants between the Parties related to all Services.

8.2.2 In the event of any direct conflict between this T&Cs and any terms in any prior agreement(s) between the Parties, the terms of this T&Cs will prevail.

8.3 Revision and updates to the Terms and Conditions

8.3.1 Regardless of the date the Agreement was signed, **Crop-Side Marketing** reserves the right to revise and update the Terms & Conditions at its discretion. It is up to the Subscriber to review the T&Cs on a regular (e.g., monthly) basis to ensure Subscriber is aware of the most current **Crop-Side Marketing** T&Cs.

8.3.2 The Subscriber represents that neither Subscriber, nor the principals, officers, partners, and/or members of Subscriber:

8.3.2.1 are identified on any U.S. Government or other government list of prohibited or restricted parties, including, the Specially Designated Nationals and Blocked Person List maintained by the U.S. Department of the Treasury, or

8.3.2.2 are owned or controlled by or acting on behalf of a party on any such list.

9. Legal Terms

9.1 Settlement of Disputes

9.1.1 Subscriber shall provide to **Crop-Side Marketing** in writing by Priority Mail, Certified Mail, Return Receipt Requested to **Crop-Side Marketing**, at the aforementioned address, with detailed information regarding any dispute, conflict, claim, controversy, or disagreement arising out of or broadly in connection with or relating to the Service or these Terms and Conditions, including those relating to its validity, its construction or its enforceability (any "Dispute"), and shall agree to cooperate with **Crop-Side Marketing** in investigating of Disputes.

9.1.2 Except for **Crop-Side Marketing** rights to collect amounts due to **Crop-Side Marketing**, any Dispute arising between **Crop-Side Marketing** and Subscriber which is not resolved to the mutual satisfaction of **Crop-Side Marketing** and Subscriber within sixty (60) days (or such longer period as may be mutually agreed upon) from the date that either Party written notice that such Disputes exists, shall be mandatorily referred to arbitration in accordance with the Illinois Uniform Arbitration Act (UAA) , in effect on the date that such written notice is given; provided, that for a Dispute arising out of the amounts due to **Crop-Side Marketing** and are not part of a cross-claim in arbitration, **Crop-Side Marketing**, in its sole discretion, may choose any legal remedy of its choice as permitted by law, including, but not limited to, the aforementioned arbitration provision.

9.1.3 Each Party shall bear its own cost of preparing for and presenting its case; and the cost of arbitration, including the fees, and expenses of the arbitrator, will be shared equally by the Parties. Subscriber understands that by agreeing to arbitrate Disputes, Subscriber is waiving

any right they might otherwise have to a jury trial in connection with any Dispute between Subscriber and **Crop-Side Marketing**.

9.1.4 The existence and content of the arbitration, including documents and briefs submitted by the parties, correspondence from and to AAA and any other legal authority, correspondence, orders and awards issued by the arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless:

9.1.4.1 the disclosure to the third party is reasonably required in the context of conducting the arbitration or legal proceedings; and

9.1.4.2 the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

9.2 Governing Law and Jurisdiction

9.2.1 This Agreement shall be governed by and construed per the laws of the State of Illinois, without regard to principles of conflicts of law. The Parties agree to the exclusive venue and jurisdiction in Livingston County, Illinois. The Parties also waive the right to a trial by jury.

9.3 Severability

9.3.1 The Agreement (including these Terms and Conditions) contains the entire understanding of the parties and may not be varied or modified unless in writing and signed by the parties to be affected by the modification.

9.3.2 If any provision(s) of this Agreement is judicially declared invalid and/or unenforceable, the remaining provisions shall remain in full force and effect. The obligations in the Agreement survive the execution of the Agreement.

9.4 Binding Effect

9.4.1 To the fullest extent permitted by law, the terms of the Agreement, including all benefits derived by any Party according to the terms of the Agreement, shall be binding on all of the Parties and their (as applicable) officers, directors, subsidiaries, agents, employees, immediate family members, spouses, heirs, successors, assigns, administrators, conservators, and executors.

9.5 Indemnity

9.5.1 Subscriber agrees to indemnify and hold **Crop-Side Marketing**, its employees, and as applicable, subsidiaries, affiliates, officers, agents, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content Subscriber submits, posts, transmits, modifies or otherwise makes available through the **Crop-Side Marketing** Services, Subscriber's use of Your connection to the **Crop-Side Marketing** Website, Services, and Applications, Subscriber's violation of the Terms and Conditions, or Subscriber's violation of any rights of another.

10. Liability

10.1 Disclaimer

10.1.1 To the maximum extent permitted by applicable law, **Crop-Side Marketing** excludes all representations, warranties and conditions relating to our Website and/or Applications and the use of this Website and/or Applications (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

10.1.2 Nothing in this disclaimer will: limit or exclude our or Subscriber's liability for death or personal injury resulting from negligence; limit or exclude our or Subscriber's liability for fraud or fraudulent misrepresentation; limit any of our or Subscriber's liabilities in any way that is not permitted under applicable law; or exclude any of our or Subscriber's liabilities that may not be excluded under applicable law.

10.1.3 The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or concerning the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

10.1.4 To the extent that the Website and/or Applications and the information and Services on the Website and/or Applications are provided free of charge, **Crop-Side Marketing** will not be liable for any loss or damage of any nature.

10.2 No Guarantees

10.2.1 Subscriber acknowledges that **Crop-Side Marketing** has not and cannot guarantee any outcome for any matters in which **Crop-Side Marketing** represents the Subscriber. While no guarantee of outcome has been made, **Crop-Side Marketing** will diligently and aggressively represent Subscriber's interests and will endeavor to perform superior service for our Subscribers.

10.2.2 Consulting services are opinions and for information purposes only. Market prices are subject to change and there is always the risk that prices may move in-between the time of the transmission of the **Crop-Side Marketing** sell signal and the time the Subscriber takes action to execute a sale. Subscribers are responsible for their actions. Past performance is not necessarily indicative of future results.

10.3 Age and U.S. Citizenship Verification

10.3.1 By accepting this policy, Subscriber acknowledges that they are of an age to legally establish contracts and conduct business of the nature conducted by **Crop-Side Marketing**.

10.3.2 By accepting this policy, Subscriber acknowledges that they are a U.S. citizen and are living within the U.S. **Crop-Side Marketing** does not conduct business with or for non-U.S. citizens nor for any foreign person or entity.

10.3.3 **Crop-Side Marketing** reserves the right to terminate any Subscriber found to be in violation of either the Age or Citizenship Terms and Conditions.