

4/30/2024

## TERMS OF USE

*By using our Site, you agree to these Terms of Use. Please read them carefully.*

### **1. INTRODUCTION**

Your use of this website, and the features at this site (collectively, the "Site") are subject to these Terms of Use entered into between you and Diversified Agrisurance Company (collectively "Company", "we", "us" or "our"), together with any documents these Terms of Use expressly incorporate by reference (collectively, these "Terms"). These Terms govern your access and use of the Site, including any content, functionality and services offered on or through the Site; please read these Terms carefully before using this Site. By accessing and using the Site you accept and agree to be bound by these Terms and our Privacy Policy located at <https://dfsfin.com/assets/forms/DFS%20Privacy%20Policy.pdf> and incorporated herein by reference. If you do not want to agree to these Terms or the Privacy Policy, you must not access or use the Site.

The Site is offered and available to users who are 13 years of age or older. By using this Site, you represent and warrant that you are at least 13 years of age. If you do not meet this requirement, you must not access or use the Site.

From time to time, we may update the Site and these Terms in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. Your use of the Site after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version.

### **2. SITE CONTENT**

The Site and its entire content, features and functionality (including, but not limited to, certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, software, names, designs, displays, video and audio, logos, product and program names, slogans, and the compilation, design, selection and arrangement of the foregoing ("Site Content") is the property of the Company, its licensors and other providers of such material and is protected in the U.S. and internationally under trademark, copyright, patent, trade secret or other intellectual property or proprietary laws.

You agree not to download, display or use any Site Content in connection with products or services that are not those of the Company, in any other manner that is likely to cause confusion among consumers, that dilutes the strength of the Company's, its licensor's or its other providers' property, or that otherwise infringes the Company's, its licensors' or its other providers' intellectual

property rights. You further agree to in no other way misuse any Site Content or third-party content that appears on the Site.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Site in breach of these Terms, your right to use the Site 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 Site or any Site Content is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark and other laws.

If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please refer to the Section entitled "**Error! Reference source not found.**".

Accessing the Site may require, without limitation, a stable internet connection and modern internet browser.

You may provide Company with suggestions, enhancement requests, recommendations, corrections, or other feedback (collectively, "Feedback"). You grant to Company and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Site the Feedback.

Company reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Site at any time.

### **3. ACCOUNT REGISTRATION**

We reserve the right to withdraw or amend the Site, and any Site Content or other service or material we provide on the Site, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

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

You are responsible for maintaining the confidentiality of your username, password or any other piece of information provided through use of or access to the Site and for restricting access to and disclosure of such information. You also acknowledge that your account is personal to you and

agree to not provide any other person with access to the Site or portions of it using your username, password or other security information. You agree to accept responsibility for all activities that occur under your account, including, without limitation, unauthorized usage of your account. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security.

#### **4. USE OF THE SITE**

You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site or any feature thereon: (a) for any purpose that is unlawful, tortious, intrusive on another's privacy, harassing, exploiting, libelous, defamatory, obscene, or threatening; (b) to upload, post, reproduce, or distribute any content, information, software, or other material that infringes on the intellectual property rights or other rights of any third party; (c) for any commercial purpose not expressly approved by the Company in writing; (d) 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; (e) to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms; (f) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm the Company or users of the Site, or expose them to liability; (g) in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site, including their ability to engage in real time activities through the Site; (h) to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (i) to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site; U) to attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or (k) to otherwise attempt to interfere with the proper working of the Site.

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.

You will immediately notify Company of any actual or threatened unauthorized use of or access to the Site that comes to your attention.

We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone on the Site. 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 TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

#### **5. INDEMNIFICATION**

You agree to indemnify, defend and hold the Company, its affiliates, parents, subsidiaries, suppliers, contractors, licensees and service providers and each of its and their officers, employees, directors, licensors, agents, representatives, successors and assigns harmless from any claims, damages, liabilities, losses, judgments, awards, costs and expenses, including reasonable attorneys' fees and costs, arising out of or relating to your violation of these Terms, your use of the Site, including any use of the Site content, services and products other than as expressly authorized in these Terms, or your use of any information obtained from the Site.

## **6. DISCLAIMER OF WARRANTIES**

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## **7. LIMITATIONS ON LIABILITY**

TO THE FULL EXTENT PERMISSIBLE BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SERVICE OR THE SITE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, 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, THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SITE, NOR SHALL THE COMPANY BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND THE COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE SITE'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL THE COMPANY OR ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **8. THIRD PARTY WEBSITES**

The Site may hyperlink to sites not maintained by or related to the Company. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with the Site or the Company, and the Company makes no representations or warranties about the content, completeness, or accuracy of those third party sites. Information you submit at a third party site accessible from the Site is subject to the terms of that site's policies, and the Company has no control over how your information is collected, used, or otherwise handled. 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.

## **9. PAYMENT AND BILLING INFORMATION**

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges) (each, a "Transaction"). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Transaction may be suspended or cancelled. You must resolve any payment method problems before we proceed with your Transaction. If you want to change or update your payment method information, you can do so at any time by logging into your account. You agree to be responsible for all charges resulting from the use of your account, including charges resulting from unauthorized use of your account prior to your notification of such unauthorized use to the Company.

The Company will collect applicable sales, use and other tax (collectively, "Tax") on services for which we determine we have a duty to collect Tax. If a service is subject to Tax, you agree that the amount of Tax shown at checkout may be adjusted. Several factors may cause this, such as variances between processor programs and changes in applicable Tax rates.

## **10. OUR COMMUNICATIONS TO YOU**

The Company may send electronic mail or otherwise contact you for the purpose of advising you about our products or services, including changes or additions to our products or services, or for such other purpose(s) as the Company deems appropriate. Upon the receipt of these communications, you will have the option to opt-out or unsubscribe from future electronic mail notifications. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

## **11. ARBITRATION**

At Company's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Site, 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 Nebraska law.

## **12. GEOGRAPHIC RESTRICTIONS**

We provide the Site for use only by persons located in the United States. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. If you are accessing the Sites from outside the United States, please be advised that U.S. law may not offer the same privacy protections as the laws of your jurisdiction. By accessing and using the Sites, you consent to the transfer to and processing of your personal information in the U.S.

## **13. MISCELLANEOUS**

No waiver by the Company of any term or condition set forth in these Terms 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 shall not constitute a waiver of such right or provision. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms of use and shall not affect the validity and enforceability of any remaining provisions. These Terms constitute a binding agreement between you and the Company and is accepted by you upon your use of the Site. These Terms and the agreements incorporated by reference, including, without limitation, our Privacy Policy, constitute the entire agreement between you and the Company regarding the use of the Site. By using the Site you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

These Terms are governed by the laws of the state of Nebraska, in the United States of America, and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms shall be governed by, and construed in accordance with, the laws of Nebraska, without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth herein and/or for entering any judgment on an arbitration award, shall take place in the State of Nebraska. By using the Site, you hereby agree that any and all disputes regarding these Terms will be subject to the courts located in Nebraska. These Terms operate to the fullest extent permissible by law. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE, THESE TERMS, AND/OR THE SUBMISSION OF AND/OR OUR USE OR DISTRIBUTION OF CONTENT, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

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