

## TERMS OF SERVICE

**[Last Modified October 22, 2015]**

This website is operated by Ag Express Electronics, Inc. Throughout the Terms and Conditions, the terms “we”, “us” and “our” refer to Ag Express Electronics Inc., including its parent and wholly-owned subsidiaries. By using our website (sometimes the “Site”), you agree to be bound by these Terms and Conditions, as amended from time to time without notice (collectively, the “Terms of Service” or “Terms”). Our Privacy Policy and any other policies, rules or guidelines that may be applicable to particular offers or features on this Site are also incorporated into these Terms.

**[The Site is not intended for children under the age of 13 and no person under the age of 13 may use the Site. We strongly encourage all parents and guardians to monitor the Internet use by their children. If you use the Site, you affirm you are at least 13 years old or that you are the age of majority in your jurisdiction and grant permission to any of your minor dependents to use the Site.]**

### **OVERVIEW**

Ag Express Electronics, Inc. offers this website, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

By visiting/using our Site and/or purchasing something from us, you engage in our “Service” and agree to be bound by these Terms of Service, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the Site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the Site, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features, plugins or tools which are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Our website is hosted through Spinutech, Inc. They provide us with the online tools that allows us to present information and products to you. By visiting our Site and/or purchasing something

from us, you also agree to be bound by any applicable terms and conditions listed on Spinutech, Inc. located at <http://www.spinutech.com>.

## **SECTION 1 - USE LICENSE**

We grant you permission to view this Site and to print individual pages from this Site for your own personal, noncommercial use, provided that you agree to and accept without modification the notices, terms and conditions set forth in this Agreement. You may not modify, copy (except as provided in the preceding sentence), distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, material, software, products or services from this Site.

## **SECTION 2 - ONLINE WEBSITE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this Site.

You may not use our products or Services for any illegal, immoral or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms, malware and/or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

## **SECTION 3 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (with the exception of credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

## **SECTION 4 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on this Site is not accurate, complete or current. The material on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete and/or more timely sources of information. Any reliance on the material on this Site is at your own risk.

This Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Site at any time, but we have no obligation to update any information on our Site. You agree that it is your responsibility to monitor changes to our Site.

## **SECTION 5 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products and/or services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service and/or products offered (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service and/or products offered.

## **SECTION 6 - PRODUCTS OR SERVICES**

Please refer to our Return Policy for specific provisions related to the return of items purchased from us.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the website. We cannot guarantee that your computer monitor's display of any color will be accurate.

In the event that one or more of our products is mistakenly listed at an incorrect price, we reserve the right to refuse or cancel any orders placed for product listed at the incorrect price. Additionally, we reserve the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, we shall issue a credit to your credit card account in the amount of the incorrect price.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this Site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

You may be charged local sales tax, if applicable.

## **SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be unauthorized or not in accordance with these Terms.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our website. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## **SECTION 8 - OPTIONAL TOOLS**

We may provide you with access to third-party plugins and/or tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such plugins “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party plugins and/or tools.

Any use by you of optional plugins offered through the Site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which plugins/tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 9 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not

warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 10 - INTELLECTUAL PROPERTY**

All software and content on the website, including but not limited to text, graphics, logos, button icons, images, audio clips, video clips and software, is owned or licensed by us or our software and content suppliers and licensors. Such software and content is protected by United States and international copyright laws.

The collection, arrangement and assembly ("Compilation") of all content on the website is our exclusive property and protected by applicable copyright laws.

We grant you permission to view and use content and software made available to you on the website in connection with your use of the website only. Any other use, including, without limitation, the reproduction, modification, distribution, transmission, republication, display or performance, of the content or software on the website is strictly prohibited, notwithstanding any exceptions described above. We expressly reserve all intellectual property rights in all text, products, technology, content and all other material that appears on the website. Accessing the Site does not confer and shall not be construed as conferring on you or anyone else any license to our, or any third party's, intellectual property rights.

The website may contain additional proprietary notices and copyright information, the terms of which must be observed and followed.

The names, trade names, logos, service marks, trademarks and trade dress (collectively, "Trademarks") on the website are registered and unregistered trademarks of Ag Express Electronics, Inc. and other parties. Use of the website in no way grants any license or right to use any Trademarks displayed on the website. We require prior written approval for the use of the Trademarks as part of a link to or from any website, including but not limited to keywords, coding and/or "meta-tags". We also requires prior written approval to use the Trademarks in any form of advertising or any other public use.

## **SECTION 11 - DIGITAL MILLENNIUM COPYRIGHT ACT NOTICES**

We respect the intellectual property rights of others, and ask you to do the same. It is our policy to terminate the access privileges of those who repeatedly infringe the copyright rights of others. If you believe that your work has been posted on our website in a way that constitutes copyright infringement, please contact us at the address below and provide the following information:

- (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (2) A description of the copyrighted work that you claim has been infringed, and identification of the URL or other specific location on the website where the material that you claim is infringing is located;
- (3) Your address, telephone number, and email address;
- (4) A 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
- (5) 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 authorized to act on the copyright owner's behalf.

Ag Express Electronics' agent for notice of copyright infringement is:

Web site administration  
C/O Ag Express Electronics  
6280 NE 14<sup>th</sup> Street Des Moines, IA 50313  
[webadmin@agexpress.com](mailto:webadmin@agexpress.com)

## **SECTION 12 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send product/service reviews, comments, feedback, creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.

Additionally, you grant to us without any additional compensation of any kind to you or others, a worldwide, perpetual irrevocable license to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display, and otherwise use in any way any and all Comments you submit to us. You waive, release and agree not to assert any and all moral rights that you may have in any Comments submitted by you to us. We reserve the right to edit, modify, abridge or otherwise change any Comments you or others submit in our sole discretion.

By submitting Content, you warrant and represent that you have the right to use such Comments and have the right to permit us to use such Comments in accordance with the Terms of Service of this Agreement. You agree not to submit any Comments that are owned by someone other than you. You also agree not to submit any Comments that contains the names, image, likeness or voice of anyone other than yourself without first obtaining permission to submit such Comment and to grant a license according to the terms described above to us.

If you identify yourself by name in Comments you submit or submit Comments that contains an image or audio or video recording of yourself, you authorize us, without additional compensation of any kind to you or anyone else, to reproduce, print, publish, translate, modify, edit and

disseminate, in any format or media now or hereafter created, your name and such images and recordings in any way we deem appropriate, in our sole discretion, throughout the world. Such authorization is and shall be perpetual and cannot be revoked by you for any reason.

We do not guarantee that Comments you or others submit will be posted to the Site or become publicly available, and we do not guarantee that Comments posted to the Site will not be offensive, defamatory or otherwise objectionable. We reserve the right to remove any Comments from the Site without notice and in our sole discretion; however, you acknowledge and agree that we are under no obligation to you to police, monitor or remove Comments and we make no guarantee with respect to the completeness, accuracy, integrity or quality of Comments submitted to the website. We may, but have no obligation to, monitor, edit or remove Comments that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

### **SECTION 13 - PERSONAL INFORMATION AND REGISTERED USER ACCOUNTS**

Your submission of personal information through the store is governed by our Privacy Policy. <http://agexpress.com/webres/File/Legal/Website-Privacy-Policy-10-22-15.pdf>

You may register as a user of the Site and become a registered user (a "Registered User"). Becoming a Registered User gives you access to additional services and functionalities available on the website (collectively, "Registered Services"), and the following terms and conditions apply to your use of the Registered Services (the "Additional Terms"). The Additional Terms are in addition to and not in lieu of the Terms. The Terms and the Additional Terms govern the relationship between you and Ag Express Electronics, Inc. concerning your use of the Registered Services. Only to the extent there is a conflict or inconsistency between the Terms and the Additional Terms, the Additional Terms shall control. If you do not agree with any of the Additional Terms, you are free to discontinue use of the Registered Services.

Purchases made online while logged into your account will allow us to register and record your purchases for you, giving you access to product descriptions, quantity purchased, price, date of purchase and additional information. We will track all of the purchases that you make online while logged into your account.

As a Registered User, you will be allowed to submit Comments to our Site. You agree all Comments submitted by you will abide by the Terms of this Agreement, specifically Section 12.

You may also be able to upload to your account additional information or data, such as an avatar icon for public display with your Comments. The information or data you upload or enter into your account is called “Submissions.” We reserves the right to supervise the uploading of any Submissions, but we are under no legal obligation to do so.

For any Submissions that are covered by any intellectual property rights (“Your IP Content”), you grant us a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide license to use those Submissions (“IP License”) as we see fit in our sole discretion. However, the IP License ends when you delete Your IP Content from your account, unless your IP Content has already been used outside your account or shared with others and they have not deleted it. You understand and agree that even though Your IP Content may be deleted from your account, it may persist in backup copies of your account, but Your IP Content which is deleted will not be available for your use or review from your account once it has been deleted.

By becoming a Registered User, you agree and opt-in to receive general and targeted advertising, marketing materials and other communications, including emails from us and our subsidiaries and affiliates.

As part of the registration process, you will be asked to select a username and password. We reserve the right to refuse to grant you a username that impersonates someone else, is or may be illegal, is or may be protected by trademark or other proprietary rights law, is vulgar or otherwise offensive or may cause confusion, as determined by us in our sole discretion. You agree not to transfer, resell, share, allow unauthorized persons to use or other facilitated access to or use of the Site through your account. If you have reason to believe that your account is no longer secure, you must promptly change your password on your account and immediately notify us of the problem by contacting technical support at Web site administration C/O Ag Express Electronics, 6280 NE 14<sup>th</sup> Street, Des Moines, IA 50313, (515) 289-2746, [webadmin@agexpress.com](mailto:webadmin@agexpress.com). You are entirely responsible for maintaining the confidentiality of your username and password and any and all activities (including purchases) that are conducted through your account.

You agree that Ag Express Electronics, Inc. and its affiliates and agents may use your name, email address, and/or telephone number to access, review, edit and/or modify your Submissions and other information associated with your account.

You acknowledge and agree that we own all the data and information concerning your account, and will continue to own all of the data, except as provided herein relating to Your IP Content, and information concerning your account even if your account is deactivated for any reason.

We reserve the right in our sole discretion to remove or delete any or all material from your account or the website at any time. We may also deactivate your account for any reason and in our sole discretion. Deactivation of your account for any reason, including at your request or as a result of account inactivity, may result in all data and information uploaded or submitted by you or by us, regardless of source, to no longer being accessible to you, even if you decide to open a new account. You acknowledge and agree that we have no obligation to make a copy, electronic



or otherwise, of your Submissions or other account data available to you at any time, including, without limitation, upon deactivation of your account for any reason.

We reserve the right to terminate your access to and use of your account, or any portion thereof, without liability, at any time and for any reason, with or without cause, and without notice to you.

Upon deactivation of your account for a violation of the Terms or Additional Terms of this Agreement, your right to use the website and any portions of the website will immediately cease.

If you wish to purchase products or services described on the Site, you will be asked to supply certain information applicable to your purchase, including, without limitation, credit card and other information. Your account will provide you a location to store your information and allow you to make a future purchase without re-entering information. You agree to pay all charges incurred by you and any users of your account and your credit card (or other applicable payment mechanism) at the price(s) in effect when such charges are incurred. You will also be responsible for paying any applicable taxes relating to your purchases.

#### **SECTION 14 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our Site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

#### **SECTION 15 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral

purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

## **SECTION 16 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

IN NO CASE SHALL AG EXPRESS ELECTRONIC, INC., OUR DIRECTORS, OFFICERS, EMPLOYEES, SUBSIDIARIES, PARENT ENTITIES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **SECTION 17 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Ag Express Electronics, Inc. and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **SECTION 18 - DISPUTE RESOLUTION**

Your use of the Site is unauthorized in any jurisdiction that does not give full effect to all provisions of the Terms. We make no representation or warranty that product descriptions, third-party materials and/or information are appropriate or available for use in any particular jurisdiction. Use of the Site in any jurisdiction where all or any portion of the website might violate any legal requirements is prohibited and you agree not to access the Site in any such jurisdiction. You are responsible for complying with all applicable laws. Any use in contravention of any provision of the Terms is at your own risk.

You agree that this agreement and your use of the website will be governed by the laws of the state of Iowa. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Des Moines, Iowa, in all disputes (i) arising out of, relating to or concerning this Agreement, the website and your use thereof; (ii) in which the website and/or this Agreement is an issue or a material fact, including but not limited to products procured through the website; or (iii) in which the website or this Agreement is referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization.

You agree to waive, to the fullest extent allowed by applicable law, any claims for punitive or exemplary damages and any right to pursue claims on a class or consolidated basis or in a representative capacity, which relate in any way to the website or this Agreement.

Please review carefully as this section affects rights that you might otherwise have. It provides for resolution of most disputes through arbitration instead of court proceedings.

Arbitration is final, binding and subject to limited review by a court. You agree that this arbitration section shall survive termination of this Agreement. This section shall be broadly interpreted to encompass all disputes or claims arising out of or relating to your use of the website. Any dispute or claim made by you against us arising out of or related to your use of the website, whether based on contract, statute, tort, fraud, misrepresentation or any other legal theory, will be resolved by binding arbitration, except that you may take claims to small claims court if they qualify for hearing by such court.

You must first present any claim or dispute to us by contacting our technical support department to allow us the opportunity to resolve any dispute. You may request arbitration if your dispute cannot be resolved within sixty (60) days. The arbitration of any dispute or claim shall be conducted with the rules of a Nationwide Arbitration Organization as modified by this

agreement. You and Ag Express Electronics, Inc. agree that this agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. Any such arbitration shall be brought and held in Des Moines, Iowa, and will be conducted in the English language. An arbitrator may not (i) award relief in excess of or contrary to what this Agreement provides; (ii) order consolidation or arbitration on a class wide or representative basis; or (iii) award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying those rules applicable to large and/or complex cases, the arbitrators may also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the selected arbitrator's rules.

Any arbitration shall be confidential, and neither you nor Ag Express Electronics, Inc. may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. The decisions of the arbitrators shall be binding and conclusive upon all parties involved, and any judgment or decision on any arbitration may be entered in and specifically enforced in any court having proper jurisdiction.

If any portion of this section is determined by a court to be inapplicable or invalid, then the remainder shall be given full force and effect.

All administrative fees and expenses of arbitration will be divided equally between you and us. Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at any arbitration hearing.

#### **SECTION 19 – ASSIGNMENT**

You agree that Ag Express Electronics, Inc. may assign all or part of this agreement without such assignment being considered a change to the agreement and without providing notice to you. You agree that Ag Express Electronics, Inc. will be released from all liability upon assignment. The assignee shall have the same rights and obligations as the assignor.

#### **SECTION 20 – COMPLIANCE WITH LEGAL REQUESTS**

You agree that information related to your use of the website may be subject to legal process. Information and data that you submit to us through the website may be subject to legal process (e.g., a subpoena) by Ag Express Electronics, Inc. or a third party or government entity, even if that information has been deleted and only exists in backup form. You acknowledge and understand that we will comply with all applicable legal obligations in making such information available pursuant to valid legal process. You acknowledge and agree that we may have no obligation to give you notice of any legal process that may result in any information related to your use of the website being produced, discovered or otherwise disclosed.

Our performance of these Terms and any other policy contained on the website is subject to existing and future laws and legal process. Nothing in these Terms is in derogation of our right to

comply with law enforcement requests or requirements relating to your use of the website or information given to or gathered by us with respect to such use.

## **SECTION 21 – RELATIONSHIP**

You agree that no joint venture, partnership, employment or agency relationship exists between you and service providers or suppliers or you and Ag Express Electronics, Inc. as a result of these Terms or your use of the website.

## **SECTION 22 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

## **SECTION 23 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **SECTION 24 - ENTIRE AGREEMENT**

Any rights not expressly granted to you herein are reserved by and to Ag Express Electronics, Inc., its parents, affiliates, subsidiaries and licensors, and other third parties. The failure by us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision nor shall it constitute a waiver of any such future right or provision.

These Terms of Service and any policies or operating rules posted by us on this Site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

You and Ag Express Electronics, Inc. agree any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

A printed version of this Agreement and/or any notice given by Ag Express Electronics, Inc. in electronic form shall be admissible in judicial and administrative proceedings based upon or relating to this Agreement or your use of the website to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by Ag Express Electronics, Inc. in printed form.

#### **SECTION 25 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws and Courts of the State of Iowa.

#### **SECTION 26 - INTERNATIONAL ACCESS**

This Site may be accessed from countries other than the United States. This Site and the Service may contain products or references to products that are only available within the United States. Any such references do not imply that such products will be made available outside the United States. If you access and use this Site outside the United States you are responsible for complying with your local laws and regulations.

#### **SECTION 27 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace these Terms of Service, in whole or part, by posting updates and changes to our website without notice to you. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

#### **SECTION 28 - CONTACT INFORMATION**

If you have any questions, comments or complaints regarding these Terms or the Site, please contact us at:

Web Site Administration  
C/O Ag Express Electronics, Inc.  
6280 NE 14th Street  
Des Moines, IA 50313  
(515) 289-2746  
[webadmin@agexpress.com](mailto:webadmin@agexpress.com)

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