

Farm Supply EquipmentSM

Website Terms and Conditions of Use

PLEASE READ THESE TERMS AND CONDITIONS OF USE (“TCU”) CAREFULLY BEFORE USING OR ACCESSING ANY PAGES IN THE FARM SUPPLY EQUIPMENT WEBSITE. THE FARM SUPPLY EQUIPMENT WEBSITE IS OWNED AND SUPPORTED BY GROWMARK, INC (“GROWMARK”). BY ACCESSING OUR SERVERS, WEBSITES, OR CONTENT THEREFROM (COLLECTIVELY, “Farm Supply Equipment Website”) YOU ARE INDICATING YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THESE TCU.

These TCU include a disclaimer of warranties, a limitation of liability, as well as a release and indemnification by you, and a class action waiver in Sections 5-7. Please review those sections (and all of the other terms) carefully.

1. License.

a. If you are 18 or older, we grant you a limited, revocable, nonexclusive, nonassignable, nonsublicensable license to access the Farm Supply Equipment Website in compliance with the TCU; unlicensed access is unauthorized. You agree not to license, distribute, make derivative works, display, sell, or “frame” content from the Farm Supply Equipment Website.

b. The Farm Supply Equipment Website allows you to upload and transmit text, graphics, photos, videos, material, and other information for purposes of buying or selling items (“User Content”). GROWMARK does not guarantee any confidentiality with respect to any User Content.

c. You are solely responsible for your User Content and the consequences of any messages that you send using the Farm Supply Equipment Website. GROWMARK does not claim ownership of any of your User Content. However, by submitting User Content to the Farm Supply Equipment Website, you hereby grant GROWMARK and its successors, assigns, and affiliates a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers) and transferable license to use, reproduce, distribute, prepare derivative works of, display, publish, broadcast, perform, make, use, import, offer to sell, sell, and otherwise transfer and exploit all copyrights, inventions, and other intellectual property rights in the User Content in connection with the Farm Supply Equipment Website and GROWMARK’s (and its successors’, assigns’, and affiliates’) business, including without limitation for promoting and redistributing part or all of the Farm Supply Equipment Website (and derivative works thereof) in any form and media formats and through any media channels.

2. Use.

You agree not to use or provide software (except for general purpose web browsers and email clients, or software expressly licensed by us) or services that interact or interoperate with Farm Supply Equipment Website, e.g. for downloading, uploading, posting, flagging, emailing, search, or mobile use. Robots,

spiders, scripts, scrapers, crawlers, etc. are prohibited, as are misleading, unsolicited, unlawful and/or spam postings/email. You agree to:

- a. Only buy and sell equipment related to farming, which includes, but is not limited to, tractors, trucks, trailers, applicators, grain handling, harvesting equipment, planting equipment and tillage equipment. GROWMARK will have full discretion as to whether any item is classified as such. No other items or services may be advertised or sold through the Farm Supply Equipment Website.
- b. Not harvest or otherwise collect information about others, including, without limitation email addresses, without their consent,
- c. Not place multiple ads for the same item,
- d. Not knowingly place ads in the wrong category,
- e. Not upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or other form of solicitation,
- f. Not post, transmit or submit any information that GROWMARK, in its sole discretion, determines is confidential (including social security or alternate national identity numbers, sensitive personal information, non-public phone numbers or non-public email addresses, but excluding your or any other person's credit card information), false, misleading, unlawful, infringing, threatening, abusive, harassing, libelous, defamatory, discriminatory, obscene, offensive, inflammatory, scandalous, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law, including but not limited to naked or semi-naked photos or images,
- g. Not violate the copyright, trademark, or other intellectual property rights of any other person or entity,
- h. Not provide false personal information or create an account for anyone other than yourself without permission,
- i. Not create another account without our permission, if we have disabled your account,
- j. Not share your password, let anyone else access your account, or do anything else that might jeopardize the security of your account,
- k. Not assign or transfer your account or login information to anyone,
- l. Not post links in your ad to affiliate programs,
- m. Not post links in your ad to lists of other items for sale,
- n. Not post ads for goods you know to have been stolen,
- o. Not fill in the email address field with a bogus email address, and
- p. Send a message to a seller for any reason other than expressing genuine interest in purchasing the item in the ad.

3. Moderation.

You agree we may moderate Farm Supply Equipment Website access and use in our sole discretion, e.g. by blocking (e.g. IP addresses), filtering, deleting, delaying, omitting, verifying, and/or terminating access/account/license. You agree (1) not to bypass said moderation, (2) we are not liable for moderating, not moderating, or representations as to moderating, and (3) nothing we say or do waives our right to moderate, or not.

4. Products.

A description of a product on this website (including any description or reference via hyperlink) does not imply endorsement by GROWMARK of that product.

5. No Representations or Warranties.

GROWMARK MAKES NO REPRESENTATIONS OR WARRANTIES THAT THIS WEBSITE IS FREE OF DEFECTS, VIRUSES OR OTHER HARMFUL COMPONENTS. GROWMARK SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSS THAT MAY RESULT FROM THE HACKING OR INFILTRATION OF THIS WEBSITE OR GROWMARK'S COMPUTER SYSTEMS. YOU HAVE THE SOLE RESPONSIBILITY FOR ADEQUATE PROTECTION AND BACKUP OF DATA AND/OR EQUIPMENT USED IN CONNECTION WITH THIS WEBSITE AND YOU AGREE TO HOLD GROWMARK HARMLESS FROM, AND YOU COVENANT NOT TO SUE GROWMARK FOR, ANY CLAIMS BASED ON THE USE OF THIS WEBSITE, INCLUDING CLAIMS FOR LOST DATA, WORK DELAYS OR LOST PROFITS RESULTING FROM USE OF MATERIALS OR CONTENT FROM THIS WEBSITE. THE PAGES ON THIS WEBSITE MAY CONTAIN TECHNICAL INACCURACIES, OUTDATED INFORMATION AND TYPOGRAPHICAL ERRORS. ACCESS TO THIS WEBSITE IS PROVIDED FREE OF CHARGE AS A COURTESY. HOWEVER, ALL MATERIALS, INFORMATION, SOFTWARE PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THIS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE." GROWMARK DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. GROWMARK MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE INFORMATION, PRODUCTS OR SERVICES CONTAINED IN OR OBTAINED THROUGH THE WEBSITE FOR ANY PURPOSE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES; THESE EXCLUSIONS MAY NOT APPLY TO YOU.

6. Disclaimer of Warranties, Release, Limitation of Liability.

As the Farm Supply Equipment Website is a place for users to post advertisements and listings of goods for sale, you agree that this site merely acts as a conduit for persons to conduct sales and for buyers to purchase sellers' goods. GROWMARK is not a party to any transaction between buyers and sellers. GROWMARK has no control over the quality, safety, or legality of User Content, the truth or accuracy of User Content, the ability of sellers to sell items or the ability of buyers to buy items. The price and any other term of any sale remains subject to direct negotiation between the buyer and seller. GROWMARK cannot and does not control whether or not sellers will complete the sale of items they offer.

GROWMARK cannot and does not control whether or not buyers will complete the purchase of items they have bid on.

BECAUSE GROWMARK DOES NOT SUPERVISE OR CONTROL THE INTERACTIONS AMONG OR BETWEEN USERS, ADVERTISERS, AND OTHER PERSONS OR COMPANIES, AND BECAUSE GROWMARK IS NOT INVOLVED IN ANY WAY WITH THE ACTIONS OF ANY INDIVIDUALS OR COMPANIES OTHER THAN GROWMARK, AND BECAUSE GROWMARK CANNOT GUARANTEE THE TRUE IDENTITY, AGE, NATIONALITY OF USERS OR ADVERTISERS, AND BECAUSE GROWMARK HAS VERY LIMITED CONTROL, IF ANY, OVER THE QUALITY, SAFETY, MORALITY, LEGALITY, TRUTHFULNESS OR ACCURACY OF VARIOUS ASPECTS OF THE FARM SUPPLY EQUIPMENT WEBSITE, YOU AGREE THAT YOU BEAR ALL RISK AND YOU AGREE TO RELEASE GROWMARK AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, AND SUPPLIERS FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, NOW AND IN THE FUTURE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE AND YOUR TRANSACTIONS WITH ADVERTISERS OR OTHER THIRD PARTIES. YOU FURTHER WAIVE ANY AND ALL RIGHTS AND BENEFITS OTHERWISE CONFERRED BY ANY STATUTORY OR NON-STATUTORY LAW OF ANY JURISDICTION THAT WOULD PURPORT TO LIMIT THE SCOPE OF A RELEASE OR WAIVER TO THE FULLEST EXTENT POSSIBLE. YOU WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS WHICH YOU HAVE OR MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA OR ANY SIMILAR PROVISION OF THE STATUTORY OR NON-STATUTORY LAW OF ANY OTHER JURISDICTION (INCLUDING WITHOUT LIMITATION THE STATES OF MISSOURI, DELAWARE AND PENNSYLVANIA) TO THE FULL EXTENT THAT YOU MAY LAWFULLY WAIVE ALL SUCH RIGHTS AND BENEFITS.

THE INFORMATION PROVIDED ON THIS WEBSITE IS PROVIDED "AS IS" OR "AS AVAILABLE" AND GROWMARK MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, TO ANY ACTUAL OR PROSPECTIVE PURCHASER OR OWNER OF ANY ITEM AS TO THE EXISTENCE, OWNERSHIP, OR CONDITION OF THE ITEM OR AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ABOUT THE ITEM CONTAINED IN THIS SERVICE. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH MATERIALS SHALL BE AT YOUR SOLE RISK, AND THAT GROWMARK WILL NOT BE LIABLE IN ANY WAY FOR SUBMISSIONS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY SUBMISSIONS POSTED, EMAILED OR OTHERWISE MADE AVAILABLE THROUGH THE USE OF THIS WEBSITE.

UNDER NO CIRCUMSTANCES SHALL GROWMARK OR ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER THAT MAY RESULT FROM THE USE OF OR THE INABILITY TO USE THIS WEBSITE, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DETERIORATION OR CORRUPTION OF FILES, DELETION OR CORRUPTION OF EMAIL, ERRORS, LOSS OF DATA, LOSS OF PROFITS, DEFECTS, VIRUSES, AND/OR DELAYS. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN

IF GROWMARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES; GROWMARK'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

If you are dissatisfied with any portion of the Farm Supply Equipment Website or the associated services, your sole remedy is to cease using them.

7. Claims, Class Action Waiver, Indemnification, Liquidated Damages.

You agree (1) any claim, cause of action, or dispute ("Claim") arising out of or related to the TCU or your Farm Supply Equipment Website use is governed by the law of the State of Illinois regardless of your location or any conflict or choice of law principle; (2) Claims must be resolved exclusively by state or federal court in McLean, Illinois (except GROWMARK may seek injunctive remedy anywhere); (3) to submit to personal jurisdiction of said courts; (4) to waive your right to trial by jury (5) any Claim must be filed within one year after it arose or be forever barred; (6) not to bring or take part in a class action against GROWMARK, Inc.; (7) (EXCEPT GOVERNMENT AGENCIES) TO INDEMNIFY GROWMARK, INC. FOR ANY DAMAGE, LOSS, AND EXPENSE, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, ARISING FROM CLAIMS RELATED TO YOUR FARM SUPPLY EQUIPMENT WEBSITE USE; and (8) you are liable for TCU breaches by affiliates (e.g. marketers) paid by you, directly or indirectly (e.g. through an affiliate network).

ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE FARM SUPPLY EQUIPMENT WEBSITE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

8. Termination.

GROWMARK reserves the right to terminate your access to the website or to any or all of its services at any time without notice for any reason whatsoever. GROWMARK shall not be held liable to you or any third-party for any termination of your access to the Farm Supply Equipment Website.

9. Third Party Websites.

This Farm Supply Equipment Website may provide you with links to other websites on the Internet ("Linked Sites"). The Linked Sites are not under GROWMARK's control, and GROWMARK is not responsible for the contents of any Linked Sites, including, without limitation the accuracy, copyright compliance, legality or decency of the Linked Sites or any links contained therein. These links are provided for your convenience, and do not imply endorsement of the Linked Sites by GROWMARK or any association with the operators of the Linked Sites. Your interactions with third parties associated with the Linked Sites are between you and the third parties associated with the Linked Sites. You hereby

agree that GROWMARK shall not be responsible for dealings with third parties associated with the Linked Sites.

10. Revisions.

GROWMARK may revise the TCU at any time without notice by updating this posting. By using the Farm Supply Equipment Website, you agree to be bound by any such revisions and should therefore periodically visit the Farm Supply Equipment Website TCU to determine the then current TCU to which you are bound.

11. Notice and Procedure for Making Claims of Copyright Infringement

If you are an intellectual property owner or an agent thereof and believe that either (1) any content on the Farm Supply Equipment Website or (2) any material or activity contained on an online location to which the Farm Supply Equipment Website has referred or linked users, infringes upon your intellectual property rights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) and 512(d) for further detail):

d. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

e. identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works on the Website;

f. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (or in the case of referrals or links that are claimed to lead to infringing material or activity, identification of the reference or link that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link);

g. information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address;

h. a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

i. a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notification pursuant to the DMCA should be submitted to:

Copyright Agent: Liz Schwarz
1701 Towanda Ave
Bloomington IL 61701
(309)557-6243
lortega-schwarz@growmark.com

You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid. Emails or notices sent to GROWMARK without a proper subject line, or for purposes other than communication about intellectual property claims, may not be acknowledged or responded to.

12. Trademarks and Celebrity Material

a. GROWMARK responds to complaints that content infringes trademarks or celebrity material. Trademarks include logos, brand names, and trade dress, which is the distinctive visual appearance of a product or its packaging.

b. Please be aware that celebrities, and sometimes others, may have a "right of publicity," which means that they may have a right to control commercial uses of their name, image, likeness, and other aspects of their identity. Although you may be a fan, you risk infringing celebrity rights if you use a celebrity name or likeness on the Website and you do not have the celebrity's permission.

If you are a trademark owner or a celebrity and you believe your rights have been infringed the Website, please submit a notification of infringement to our agent listed in Section 11 above.

c. To submit a notification, you *must* be the trademark owner or celebrity or an authorized agent of the trademark owner or celebrity.

When submitting a notification of trademark or trade dress infringement, provide a copy of the relevant trademark or trade dress registration(s) from the U.S. Patent and Trademark Office. Please also provide the location on the Farm Supply Equipment Website where you believe the infringement is occurring.

13. Assignment

The TCU, and any rights and licenses granted hereunder, may be transferred or assigned by you only with GROWMARK's prior written consent, but may be assigned by GROWMARK without restriction and without notice to you.

14. Privacy Policy

The Farm Supply Equipment Website Privacy Policy describes the information GROWMARK collects when you and others use the Farm Supply Equipment Website. It also describes how GROWMARK uses

any personal information you share with it. Our Privacy Policy is part of these TCU. By agreeing to these TCU, you are also consenting to our use of your personal information in accordance with our Privacy Policy. Please [click here](#) to review our Privacy Policy.

15. General

These TCU constitute the entire agreement between the parties and supersede all other agreements, statements, and other arrangements between the parties in relation to the subject matter hereof. If any provision of these TCU is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these TCU, so that these TCU shall remain in full force and effect. Each party acknowledges that it has not relied on or been induced to enter these TCU by a representation other than those expressly set out in these TCU. GROWMARK and you do not intend to confer, and these TCU will not be construed as conferring, any right, remedy, obligation or liability of any kind on any person other than GROWMARK, you, and their successors and assigns. No modification, alteration or waiver of any of the provisions of these TCU will be effective unless in writing and signed on behalf of each of the parties. No waiver of any of these TCU shall be deemed a further or continuing waiver of such term or any other term, and GROWMARK's failure to assert any right or provision under these TCU shall not constitute a waiver of such right or provision. You agree that the Farm Supply Equipment Website shall be deemed solely based in Illinois, United States of America and the Farm Supply Equipment Website shall be deemed a passive website that does not give rise to personal jurisdiction over GROWMARK in jurisdictions other than Illinois.