

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of <https://www.fuoilcoop.com/> (the "Site"). This Site is owned and operated by Farmers Union Oil of Circle. This Site is a agricultural website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of Farmers Union Oil of Circle and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Acceptable Use**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site; or
- Act in any way that could be considered fraudulent.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account,

including passwords or sensitive information attached to that account; and

2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Limitation of Liability**

Farmers Union Oil of Circle and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Farmers Union Oil of Circle and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the State of Montana.

### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and Farmers Union Oil of Circle are unable to resolve any dispute through informal discussion, then you and Farmers Union Oil of Circle agree to submit the issue before an arbitrator. The decision of the arbitrator will be final and binding. Any arbitrator must be a neutral party acceptable to both you and Farmers Union Oil of Circle. The costs of any arbitration will be shared equally between you and Farmers Union Oil of Circle.

Notwithstanding any other provision in these Terms and Conditions, you and Farmers Union Oil of Circle agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent

or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(406) 485-3475

frank@tcfbank.com

906 A Avenue, Circle, MT 59215

You can also contact us through the feedback form available on our Site.

Effective Date: 12th day of March, 2024