

IOWA SELECT FARMS

TERMS OF SERVICE

Last updated: 10/31/2024

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN COURT OR JURY TRIALS OR CLASS ACTIONS AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. CAREFULLY REVIEW SECTION 13 BEFORE YOU AGREE TO THESE TERMS.

These Terms of Service (these “terms”) contain the general terms and conditions that apply to customers, users, and visitors (collectively, “users,” or “you”) of Iowa Select Farms, L.L.P.’s and its affiliates’ (collectively, “Iowa Select Farms”, “we”, or “us”) online and mobile services, including the website www.iowaselect.com, all services made available through the website, and all other mobile applications, digital resources, programs, or communications offered by us (collectively, the “Services”). Iowa Select Farms, L.L.P. is a limited liability limited partnership organized under the laws of the State of Iowa, having its principal place of business in the State of Iowa.

These terms are an agreement between you and Iowa Select Farms. Please read these terms carefully as they govern your conduct when using the Services. These terms are incorporated into and are supplemental to Iowa Select Farms’s Privacy Policy, as well as any other specific, written agreements you may have with Iowa Select Farms with respect to a service. Unless you have a specific, written agreement with Iowa Select Farms providing otherwise, each of these terms apply to you.

By using the Services, such as by accessing the website or other applications, you accept and agree to be bound by and abide by these terms. By using these Services you represent and warrant (a) you have reached the age of majority as defined in your place of residence; (b) you have good right, title, and authority to enter into these terms on your own behalf and on behalf of any entity or person whom you purport to represent (which entity shall be considered part of you for purposes of these terms); (c) the use of these Services and the entering into of these terms has been duly authorized and approved by any entity or person whom you represent; and (d) effective as of the date you first use the Services, these terms constitute valid and binding obligations enforceable against you as described herein. If you do not agree to these terms or if you are unable to make the foregoing representations and warranties, you must not use the Services.

Please note the information made available through the Services has been compiled from both internal and external sources. Such information may include data prepared by third parties and provided by us or obtained from sources we believe to be reliable, but we

cannot and do not guarantee the accuracy, timeliness, or completeness of such information for any particular purpose. Such information is inherently subject to change without notice and may become dated. You agree that we will not be responsible for any loss you experience as a result of your reliance on such information. We use reasonable efforts to make sure the information made available through our Services is accurate and up to date, however, we do not represent or warrant that the information contained therein is accurate, complete, or fit for your particular purpose, and you should always verify any information obtained through our Services before you act upon it. Please see Section 9 below for more information.

1. GRANT OF LICENSE

The Services, including all displays, images, video, and audio, as well as the design, selection, and arrangement thereof, are owned or licensed and provided by Iowa Select Farms.

Iowa Select Farms hereby grants you a non-exclusive, non-transferable, non-sublicensable, worldwide license to use the Services subject to the restrictions in these terms. Iowa Select Farms expressly reserves any rights not expressly granted herein. You are solely responsible for any hardware, software, and telecommunications necessary to access the Services and Iowa Select Farms makes no warranty or guarantee that the Services will always be available or will not change.

2. LICENSE AND USE RESTRICTIONS

Except as expressly authorized under these terms or in a separate written agreement between you and Iowa Select Farms, you may not:

- copy, modify, or create derivative works of the Services, in whole or in part;
- rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services;
- reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part;
- remove any proprietary notices from the Services;
- use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- combine or integrate the Services with any software, technology, services, or materials;

- design or permit any applications to disable, override, or otherwise interfere with any of Iowa Select Farms’s communications to end users, consent screens, user settings, alerts, warning, or the like;
- use the Services to replicate or attempt to replace the user experience of the Services in another application;
- attempt to cloak or conceal your identity when requesting authorization to use the Services;
- use the Services in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email, multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities;
- use the Services to collect, disclose, or otherwise process another’s personal information without their consent to do so or in any other way in violation of applicable law; or
- use the Services in any manner that we determine in our reasonable discretion is abusive or harmful.

You also agree that you shall only use the Services in a manner that complies with all applicable laws in the jurisdictions in which you use the Services, and that you shall not violate or infringe the rights of any third party. Any such forbidden use shall immediately and automatically terminate your license to use the Services without notice.

3. TERM AND TERMINATION

These terms shall apply so long as you are using the Services. We may terminate your access to the Services at any time for any or no reason, unless otherwise provided in an express, written agreement between you and Iowa Select Farms. Upon termination of your access to the Services, you shall immediately discontinue use of the Services. These terms shall survive termination of the Services to the extent applicable.

4. USERNAME AND PASSWORD

You may be required to provide certain registration details or other information and become a “Registered User” before accessing certain features of the Services. It is a

condition of your use of these Services as a Registered User to ensure all the information you provide is correct, current, and complete. The information you provide will be treated and used in accordance with our Privacy Policy. If you choose or are provided with a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any other person or entity. You acknowledge that your account is personal to you and agree not to provide any other person with access to the Services or portions of it using your username, password, or other security information. You must notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You must exit from your account at the end of each session and use caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen or provided, at any time in our sole discretion for any or no reason, including, without limitation, if, in our opinion, you have violated any provision of these terms.

5. MODIFICATION, DISCONTINUATION, OR SUSPENSION OF SERVICES

Iowa Select Farms may, in its sole discretion and at any time, modify or discontinue the Services in whole or in part. For modified Services, you may be requested to accept a modification or new terms when you log in to your account. If you do not accept the amended terms, you will not have access to the Services.

Iowa Select Farms may discontinue its Services at any time without notice. Any dated information is published as of its date only and we do not undertake any obligation or responsibility to update or amend any such information.

Iowa Select Farms may temporarily suspend access to the Services under certain circumstances, including, without limitation: (i) Iowa Select Farms reasonably determines that: (A) there is a threat or attack on any of our intellectual property; (B) your use of our Services disrupts, or poses a security risk, to our intellectual property; (C) you use our Services for fraudulent or illegal activities, or for any other purpose prohibited by these terms; (D) subject to applicable law, if you or the entity with which we have agreed to provide the Services to you has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) our provision of the Services is prohibited by applicable law; or (ii) any vendor of Iowa Select Farms has suspended or terminated our access to or use of any third-party services or products required to enable your access the Services; or (iii) if the

service is one available only to paying subscribers, you or the entity with which we have agreed to provide the Services to you fails to make payment when due.

6. PROPRIETARY RIGHTS

The Services, including, without limitation, any of our Internet operations, design, content, hardware designs, algorithms, software (in source and object forms), user interface designs, other templates and designs, including, without limitation, templates and designs of goods offered or sold, algorithms, architecture, class libraries, and documentation (both printed and electronic), know-how, good will, moral rights, trade secrets and all other intellectual property rights throughout the world, and any derivative works, improvements, modifications, enhancements or extensions thereof shall remain the sole and exclusive property of Iowa Select Farms, and you shall have no interest in them whatsoever.

All right, title, and interest in and to the Services are and will remain our exclusive property. Our intellectual property rights in the Services are protected by copyright and trademark laws of the United States and international treaties, as well as other domestic and international laws. Nothing in these terms gives you a right to use our trademarks, logos, domain names, other intellectual property, and other distinctive brands. There is also nothing in these terms that gives you the right to copy the Services, to copy any feature or portion of the services, or create a derivative of the services, all of which is expressly prohibited. Unless prohibited by law, any feedback, comments, or suggestions you may provide regarding the Services are entirely voluntary and we will be free to use your feedback, comments, or suggestions as we see fit and without any obligation or approval to you whatsoever.

7. USER-GENERATED CONTENT; USE BY OTHERS; SUBMISSIONS

If you submit, upload or post any comments, ideas, suggestions, information, files, images, photos, videos or other materials using the Services (“ User-Generated Content”), you agree not to provide any User-Generated Content that (1) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other site users through unsolicited email, telephone calls, mailings or any other method of communication. Iowa Select Farms shall have a royalty-free, irrevocable, transferable right and license to use the User-Generated Content however Iowa Select Farms desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such User-

Generated Content and/or incorporate such User-Generated Content into any form, medium or technology throughout the world. We are and shall be under no obligation (1) to maintain any User-Generated Content in confidence; (2) to pay to you any compensation for any User-Generated Content; or (3) to respond to any User-Generated Content.

When using the Services and submitting User-Generated Content, you must:

- Not use any User-Generated Content that belongs to other people and pass it off as your own; this includes any content that you might have found elsewhere on the Internet. For example, your User-Generated Content should not contain any visible logos, phrases, or trademarks that belong to third parties. If anyone contributes to your User-Generated Content or has any rights to your User-Generated Content, or if anyone appears in the User-Generated Content, then you must also have their permission to submit such User-Generated Content to us. If you choose to submit photos, link to embedded videos, or include other images of real people, then make sure they are of you or of you and someone you know – and only if you have their permission to submit them.
- Not impersonate anyone else. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User-Generated Content.
- Act Appropriately. Be respectful of other’s opinions and comments so we can continue to build Communities for everyone to enjoy. If you think your User-Generated Content might offend someone or be embarrassing to someone, then chances are it probably will and it doesn’t belong on the Services. Cursing, harassing, stalking, insulting comments, personal attacks, gossip, and similar actions are prohibited. Your User-Generated Content must not threaten, abuse, or harm others, and it must not include any negative comments that are connected to race, national origin, gender, sexual orientation, or physical handicap. Your User-Generated Content must not be defamatory, slanderous, indecent, obscene, pornographic, or sexually explicit.
- Not Use for Commercial, Political, or Inappropriate Purposes. Your User-Generated Content must not advertise or promote a product or service or other commercial activity, or a politician, public servant, or law. If you submit User-Generated Content that Iowa Select Farms reasonably believes violates this paragraph, then we may take any legal action that we deem appropriate, in our sole discretion. Your User-Generated Content must not promote any infringing, illegal, or other similarly inappropriate activity. If you submit User-Generated Content that Iowa Select Farms

reasonably believes violates this paragraph, then we may take any legal action that we deem appropriate, in our sole discretion.

We are not obligated to regularly review posted User-Generated Content but we do reserve the right to monitor and edit or remove any User-Generated Content you submit. You grant Iowa Select Farms the right to use the name that you submit in connection with any User-Generated Content. You are and shall remain solely responsible for the content of any User-Generated Content you post to this website. We take no responsibility and assume no liability for any User-Generated Content submitted by you or any third party.

You are solely responsible for the contents of your transmissions through the Services. Your use of the Services is subject to all applicable local, state, national and international laws and regulations and the license and use restrictions set forth above. You agree to monitor the use of the Services by any other person, whether an employee, agent, or otherwise, who is acting on your behalf, at your direction, or using your online account, for any activity that violates applicable laws, rules, and regulations or any of these terms, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of the Services from further use of the Services. You agree to provide a resource for users of the Services to report abuse of the Services at your operations. As between you and us, you are responsible for all acts and omissions of your end users in connection with yours and their use of the Services. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of the Services and you represent and warrant that you have provided such notices and obtained such consents before submitting or allowing end users to submit information to us.

All remarks, suggestions, ideas, graphics or other information that you communicate through the Services will become and remain the property of Iowa Select Farms. You understand that this means:

- Iowa Select Farms does not have to treat any such submission as confidential.
- You cannot claim any rights against Iowa Select Farms for the use of the ideas you submit.
- If Iowa Select Farms uses your submissions (or anything like them), Iowa Select Farms does not have to pay you or anyone else for them. Iowa Select Farms will have exclusive ownership of all present and future rights to submissions of every kind.
- Iowa Select Farms can use the submissions for any purpose, without compensating you or anyone else for them.

- Our receipt of your unsolicited ideas and materials is not an admission by us of their novelty, priority, or originality, and it does not impair our right to contest existing or future intellectual property rights relating to your unsolicited ideas and materials.

You acknowledge that you have full responsibility for the information you submit. You also acknowledge that Iowa Select Farms is NOT liable for any claims that the information you submit violates any laws or infringes the rights of any third party including, without limitation, defamation, right of privacy or publicity, trademark, copyright or consumer protection.

8. INDEMNIFICATION

You agree to immediately notify Iowa Select Farms of and indemnify and hold Iowa Select Farms, its parents, subsidiaries, affiliates, directors, officers, shareholders, investors, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Services, (including the unauthorized use of your account or any other breach of security attributable to your use of the Services), the violation of these terms by you, or the infringement by you, or another user using your computer, on any intellectual property or other right of any person or entity.

9. INFORMATIONAL PURPOSES ONLY

THE SERVICES ARE FOR INFORMATIONAL PURPOSES ONLY, AND YOU SHOULD NOT CONSTRUE ANY SUCH INFORMATION OR OTHER MATERIAL AVAILABLE THROUGH THEM AS LEGAL, TAX, INVESTMENT, FINANCIAL, OR OTHER ADVICE. THE INFORMATION AND OTHER MATERIAL AVAILABLE ON THE SERVICES IS OF A GENERAL NATURE AND DOES NOT ADDRESS THE CIRCUMSTANCES OF ANY PARTICULAR INDIVIDUAL OR ENTITY. YOU ASSUME THE SOLE RISK AND RESPONSIBILITY OF EVALUATING THE INFORMATION AND OTHER MATERIAL AVAILABLE THROUGH THE SERVICES BEFORE MAKING ANY DECISIONS. YOU AGREE NOT TO HOLD US LIABLE FOR ANY DECISION YOU MAKE BASED ON THE INFORMATION OR MATERIALS AVAILABLE ON THE SERVICES.

10. DISCLAIMER OF WARRANTIES

YOU AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IOWA SELECT FARMS (INCLUDING, WITHOUT LIMITATION, ITS PARENTS, AFFILIATES, INDEPENDENT CONSULTANTS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, INVESTORS, SUBCONTRACTORS, DISTRIBUTORS, OR ANY CLIENT OF IOWA SELECT FARMS (COLLECTIVELY, "IOWA SELECT FARMS THIRD PARTIES")) ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY OF YOUR COMMUNICATIONS, DATA, OR PERSONALIZATION SETTINGS.

IOWA SELECT FARMS AND IOWA SELECT FARMS THIRD PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, QUIET ENJOYMENT, TITLE, MERCHANTABILITY OF COMPUTER PROGRAMS AND INFORMATIONAL CONTENT.

NEITHER IOWA SELECT FARMS NOR ANY IOWA SELECT FARMS THIRD PARTIES MAKE ANY WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR OR VIRUS FREE; NOR DOES IOWA SELECT FARMS OR ANY IOWA SELECT FARMS THIRD PARTIES MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT DEFECTS IN THE SOFTWARE DRIVING THE SERVICES WILL BE CORRECTED.

YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO A COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. WE DO NOT GUARANTEE THE SECURITY OF THE SERVICES OR THE PREVENTION FROM LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, YOUR ACCOUNT INFORMATION OR DATA, OR THAT THE SERVICES WILL BE FREE OF VIRUSES, WORMS OR OTHER HARMFUL COMPONENTS.

WE MAY MODIFY, SUSPEND, OR DISCONTINUE OFFERING THE SERVICES EITHER IN GENERAL OR SPECIFICALLY TO YOU AT ANY TIME AND FOR ANY REASON WITHOUT NOTICE OR COMPENSATION TO YOU. THE SERVICES MAY BECOME UNAVAILABLE DUE TO MAINTENANCE, OUTAGE, OR ANY OTHER REASON WHATSOEVER. WE MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER RELATING TO OR RESULTING FROM THE USE OR INABILITY TO USE THE SERVICES, MISTAKES, OMISSIONS, SERVICE INTERRUPTIONS, DELETION OF FILES, LOSS OR MODIFICATION OF CONTENT OR DATA, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, COMMUNICATION FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO ANY SERVER, RECORDS, PROGRAMS, OR SERVICES, WHETHER OR NOT LIMITED TO CIRCUMSTANCES BEYOND OUR CONTROL.

THE SERVICES MAY CONTAIN LINKS TO THIRD-PARTY SITES NOT AFFILIATED WITH US IN ANY WAY. THESE LINKS ARE PROVIDED TO YOU ONLY AS A CONVENIENCE AND ARE NOT UNDER OUR CONTROL. WE ARE NOT RESPONSIBLE FOR THE CONTENTS OF ANY LINKED

SITE, OR ANY LINK CONTAINED ON A SITE LINKED THROUGH THE SERVICES, NOR DO WE ENDORSE ANY THIRD- PARTY SITE TO WHICH WE MAY PROVIDE LINKS.

WE MAKE NO REPRESENTATION OR WARRANTY THAT THE INFORMATION PROVIDED VIA THE SERVICES IS APPROPRIATE OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES. IF YOU CHOOSE TO ACCESS THE SERVICES FROM OUTSIDE THE UNITED STATES, YOU DO SO ON YOUR OWN INITIATIVE AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL IOWA SELECT FARMS, ITS PARENTS, SUBSIDIARIES, DIRECTORS, INVESTORS, SHAREHOLDERS, AFFILIATES, OFFICERS AND EMPLOYEES, OR ANY IOWA SELECT FARMS THIRD PARTIES BE LIABLE TO YOU FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE FOR LOSS OF PROFITS, REVENUE, OR GOODWILL, USE, DATA OR OTHER INTANGIBLES, WHETHER THE CLAIM IS BASED UPON CONTRACT, BREACH OF WARRANTY, TORT, OR OTHER THEORY, RESULTING FROM OR CONCERNING THE USE OR THE INABILITY TO USE THE SERVICES OR YOUR FAILURE TO COMPLY WITH THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE TOTAL AND AGGREGATE LIABILITY OF IOWA SELECT FARMS OR ANY IOWA SELECT FARMS THIRD PARTIES FOR ANY CAUSE OF ACTION OR REASON WHATSOEVER EXCEED ONE-HUNDRED DOLLARS (\$100.00 USD). YOUR SOLE AND EXCLUSIVE REMEDY UNDER THESE TERMS IS TO DISCONTINUE THE USE OF THE SERVICES. THE LIABILITY OF ANY PARTY UNDER THESE TERMS SHALL BE CUMULATIVE AND NOT PER INCIDENT. IOWA SELECT FARMS DISCLAIMS ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF OR ANY WAY RELATED TO:

1. ANY ERRORS IN OR OMISSIONS IN THE SERVICES AND ITS CONTENT, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS,
2. ANY ERRORS OR OMISSIONS FROM RESULTING FROM YOUR USE OF THE SERVICES,

3. ANY THIRD-PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN OUR SITE, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS THEREFROM,
4. THE UNAVAILABILITY OF THE SERVICES, OUR SITE, OR ANY PORTION THEREOF,
5. YOUR USE OF THE SERVICES AND/OR ANY ERRORS OR OMISSIONS IN DATA ENTRY BY YOU, OR
6. YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SERVICES.

YOU MUST COMMENCE ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE USE OF THE SERVICES WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

12. NOTICES

Unless otherwise provided herein or in another express, written agreement between you and Iowa Select Farms, notices given by us to you will be given by email. Notices will be sent to the email address you provide to Iowa Select Farms as part of the registration process, or to updated addresses which you provide to Iowa Select Farms via notice consistent with this paragraph. Notices given by you to Iowa Select Farms must be given by email to web_privacy@iowaselect.com or such updated address and number as Iowa Select Farms may provide you consistently with this notice provision. Notwithstanding anything herein to the contrary, it is your sole responsibility to update your address for notices hereunder, and notice sent to the email address last provided by you to Iowa Select Farms shall be valid and binding on you regardless of whether such address has been changed, canceled, has expired, has been terminated, or otherwise becomes inoperative.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

13. GOVERNING LAW; ABRITRATION AGREEMENT

PLEASE READ THIS CAREFULLY AS IT AFFECTS YOUR RIGHTS.

These terms shall be governed by and construed in accordance with the laws of the State of Iowa notwithstanding any conflict of law's provisions.

YOU AGREE THAT BY USING THE SERVICES YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST IOWA SELECT FARMS, ITS PARENTS, SUBSIDIARIES, DIRECTORS, INVESTORS, SHAREHOLDERS, AFFILIATES, OFFICERS AND EMPLOYEES, AND THE IOWA SELECT FARMS THIRD PARTIES ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR COLLECTIVE PROCEEDING. ANY ARBITRATION WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.

YOU AGREE THAT ANY AND ALL CLAIMS AND DISPUTES ARISING FROM OR RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS, YOUR USE OF THE SERVICES, OR YOUR DEALINGS WITH IOWA SELECT FARMS SHALL BE FINALLY SETTLED AND RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION AS DESCRIBED IN THIS SECTION. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE INTERPRETED BROADLY PURSUANT TO THE FEDERAL ARBITRATION ACT. THE ARBITRATION WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THIS SECTION. THE ARBITRATION WILL BE CONDUCTED USING ONE ARBITRATOR WITH SUBSTANTIAL EXPERIENCE IN RESOLVING COMMERCIAL CONTRACT DISPUTES, WHO SHALL BE SELECTED FROM THE APPROPRIATE LIST OF ARBITRATORS IN ACCORDANCE WITH THE ARBITRATION RULES AND PROCEDURES OF ANY ARBITRATION ORGANIZATION OR ARBITRATOR THAT YOU AND IOWA SELECT FARMS AGREE UPON IN WRITING OR THAT IS APPOINTED PURSUANT TO SECTION 5 OF THE FEDERAL ARBITRATION ACT.

TO BEGIN AN ARBITRATION PROCEEDING, YOU MUST SEND A LETTER REQUESTING ARBITRATION AND DESCRIBING YOUR CLAIM TO THE AAA AND TO web_privacy@iowaselect.com. THE AAA'S ADDRESS IS: AMERICAN ARBITRATION ASSOCIATION CASE FILING SERVICES, 1101 LAUREL OAK ROAD, SUITE 100, VOORHEES, NJ 08043 (THE "AAA NOTICE ADDRESS"). YOU MAY ALSO SEND A COPY TO THE AAA ONLINE AT <https://www.adr.org>.

FOR ANY CLAIM WHERE THE TOTAL AMOUNT OF THE AWARD SOUGHT IS \$15,000 OR LESS YOU MUST ABIDE BY THE FOLLOWING RULES: (A) THE ARBITRATION SHALL BE CONDUCTED SOLELY BASED ON TELEPHONE OR ONLINE APPEARANCES AND/OR WRITTEN SUBMISSIONS; AND (B) THE ARBITRATION SHALL NOT INVOLVE ANY PERSONAL APPEARANCE BY THE PARTIES OR WITNESSES UNLESS OTHERWISE MUTUALLY AGREED

BY THE PARTIES. IF THE CLAIM EXCEEDS \$15,000, THE RIGHT TO A HEARING WILL BE DETERMINED BY THE AAA RULES, AND THE HEARING (IF ANY) MUST TAKE PLACE IN DES MOINES, IOWA. THE ARBITRATOR'S RULING IS BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION, OR APPLICATION MAY BE MADE TO SUCH COURT FOR JUDICIAL ACCEPTANCE OF ANY AWARD AND AN ORDER OF ENFORCEMENT, AS THE CASE MAY BE.

THERE IS NO JUDGE OR JURY IN ARBITRATION. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT AND REVIEW BY A COURT IS LIMITED. YOU WILL NOT BE ABLE TO HAVE A COURT OR JURY TRIAL OR PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. YOU UNDERSTAND AND AGREE THAT BY AGREEING TO RESOLVE ANY DISPUTE THROUGH INDIVIDUAL ARBITRATION, YOU ARE WAIVING THE RIGHT TO A COURT OR JURY TRIAL. ANY DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION OR ANY SIMILAR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE AGAINST IOWA SELECT FARMS, ITS PARENTS, SUBSIDIARIES, DIRECTORS, INVESTORS, SHAREHOLDERS, AFFILIATES, OFFICERS AND EMPLOYEES, AND THE IOWA SELECT FARMS THIRD PARTIES ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, YOUR USE OF THE SERVICES, OR YOUR DEALINGS WITH IOWA SELECT FARMS, ITS PARENTS, SUBSIDIARIES, DIRECTORS, INVESTORS, SHAREHOLDERS, AFFILIATES, OFFICERS AND EMPLOYEES, AND THE IOWA SELECT FARMS THIRD PARTIES MUST BE COMMENCED IN ARBITRATION WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. AFTER THAT ONE (1) YEAR PERIOD, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED. SOME JURISDICTIONS DO NOT ALLOW TIME LIMITATIONS OTHER THAN THOSE SET FORTH IN SUCH STATE'S STATUTE OF LIMITATIONS LAWS. IN SUCH CASES, THE APPLICABLE STATUTE OF LIMITATIONS PROVIDED FOR UNDER THE LAWS OF SUCH STATE SHALL APPLY.

NOTWITHSTANDING ANY PROVISION IN THESE TERMS TO THE CONTRARY, IF THE CLASS-ACTION WAIVER ABOVE IS DEEMED INVALID OR UNENFORCEABLE YOU AGREE THAT YOU SHALL NOT SEEK TO, AND WAIVE ANY RIGHT TO, ARBITRATE CLASS OR COLLECTIVE CLAIMS. IF THE ARBITRATION PROVISION IN THIS SECTION IS FOUND UNENFORCEABLE OR TO NOT APPLY FOR A GIVEN DISPUTE, THEN THE PROCEEDINGS MUST BE BROUGHT EXCLUSIVELY IN THE FEDERAL COURTS LOCATED WITHIN POLK COUNTY, IOWA, AND YOU AGREE TO SUBMIT TO THE PERSONAL JURISDICTION OF THESE COURTS FOR THE PURPOSE OF LITIGATING SUCH CLAIMS OR DISPUTES, AND YOU STILL WAIVE YOUR RIGHT TO A JURY TRIAL, WAIVE YOUR RIGHT TO INITIATE OR PROCEED IN A CLASS OR

COLLECTIVE ACTION, AND REMAIN BOUND BY ANY AND ALL LIMITATIONS OF LIABILITY AND DAMAGES INCLUDED IN THESE TERMS. THIS ARBITRATION AGREEMENT WILL SURVIVE TERMINATION OF YOUR USE OF THE SERVICES AND YOUR RELATIONSHIP WITH IOWA SELECT FARMS. THIS ARBITRATION AGREEMENT INVOLVES INTERSTATE COMMERCE, AND, THEREFORE, SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT, 9 U.S.C. 1-16 (“FAA”), AND NOT BY STATE LAW.

IF YOU WISH TO OPT OUT OF THE AGREEMENT TO ARBITRATE, WITHIN 30 DAYS OF WHEN YOU FIRST USE THE SERVICES, OR SUBMIT THROUGH THE SERVICES A REQUEST FOR INFORMATION, YOU MUST SEND US AN EMAIL WITH THE SUBJECT LINE “REQUEST TO OPT-OUT OF AGREEMENT TO ARBITRATE” TO THE FOLLOWING ADDRESS:

web_privacy@iowaselect.com. IN THE EVENT YOU OPT OUT OF THE ARBITRATION PROVISION, YOU AGREE TO LITIGATE EXCLUSIVELY IN THE FEDERAL COURTS LOCATED WITHIN POLK COUNTY, IOWA, USA, AND YOU HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSES OF LITIGATING ANY SUCH ACTION.

14. COPYRIGHT POLICY

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyrights, you may request removal of those materials (or access to them) by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) (“DMCA”), the written notice (the “DMCA Notice”) must include substantially the following:

1. Your physical or electronic signature.
2. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a list of such works.
3. Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
4. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
5. A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
6. A statement that the information in the written notice is accurate.

7. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

Jordan Meggison-Decker
Legal Counsel to Iowa Select Farms
BrownWinick Law Firm
666 Grand Avenue, Suite 2000 Ruan Center
Des Moines, IA 50309
(515) 242-2400
ip@brownwinick.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective. Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

If you believe that material you posted to the Services was removed or access to it was disabled by mistake or misidentification, or that you have the appropriate authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use any material that you uploaded or used, you may file a counter-notification with us (a "Counter-Notice") by submitting written notification to our copyright agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

1. Your physical or electronic signature.
2. An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
3. Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
4. A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
5. A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Services may be found) and that

you will accept service from the person (or an agent of that person) who provided the agent designated above with the complaint at issue.

The DMCA allows us to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten (10) business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

We reserve the right to disable and/or terminate the accounts of users who violate our Copyright Policy and take all other legal actions in our discretion.

15. GENERAL

If any provision of these terms is held by a court of competent jurisdiction to be contrary to law, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Any failure to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to in writing. The section titles in these terms are solely used for the convenience of the parties and have no legal or contractual significance. These terms may be assigned in whole or in part by Iowa Select Farms. These terms may not be assigned in any manner by you without the express, prior written permission of Iowa Select Farms.

Our failure to enforce any right or provision of these terms will not be deemed a waiver of such right or provision. Any waiver will be in writing and signed by the waiving party.

We may revise these terms at any time in our sole discretion by posting such revised terms on the terms page of www.iowaselect.com. Please review the terms page on a regular basis for changes. Continued use of our Services following any change constitutes your acceptance of the change.

If you have questions regarding these terms, please contact us at web_privacy@iowaselect.com or

Iowa Select Farms
5034 Grand Ridge Drive
West Des Moines, IA 50265