

Ag Bull Media, LLC

TERMS OF USE

Last Modified: 07/28/2022

Acceptance of the Terms of Use

These Terms of Use are entered into by and between You and Ag Bull Media, LLC, a North Dakota limited liability company ("**Ag Bull**," "**we**," or "**us**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, "**Terms of Use**"), govern your access to and use of www.agbull.com (the "**Website**") and Ag Bull's mobile applications, social media accounts, email newsletters, and other sites, digital platforms and interactive services provided by Ag Bull that link to or refer to the Terms of Use (collectively with the Website, "**Ag Bull Services**" or "**our Services**").

Please read the Terms of Use carefully before you use our Services. **By using our Services, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at www.AgBull.com/privacy-policy, incorporated herein by reference.** If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use our Services.

Our Services are offered and available to users who are 13 years of age or older. If you are under 13, please do not access the Ag Bull Services or provide us with any contact or other information, including your name, address or email address. If you are between the ages of 13 and 18, you must obtain permission from your parent or guardian before accessing the Ag Bull Services or otherwise sending any contact or other information to Ag Bull. By using our Services, you represent and warrant that you are of legal age to form a binding contract with Ag Bull and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of our Services thereafter. However, any changes to the dispute resolution provisions set forth in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on our Services.

Your continued use of our Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend the Ag Bull Services, and any service or material we provide on the Website or our Services, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Services are unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Services, or the entire Ag Bull Services, to users.

You are responsible for both:

- Making all arrangements necessary for you to have access to our Services.
- Ensuring that all persons who access our Services through your internet connection are aware of these Terms of Use and comply with them.

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

If you choose, or are provided with, a user name, 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 also acknowledge that your account is personal to you and agree not to provide any other person with access to our Services or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular 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 user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

Our Services and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Ag Bull, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use our Services for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Services, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of information from our Services for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from our Services.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from our Services.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of our Services in breach of the Terms of Use, your right to use our Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to our Services or any content on our Services is transferred to you, and all rights not expressly granted are reserved by Ag Bull. Any use of our Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

Ag Bull's name, the Ag Bull logo, and all related names, terms, logos, product and service names, designs and slogans are trademarks of Ag Bull or its affiliates or licensors. You must not use such marks without the prior written permission of Ag Bull. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

Prohibited Uses

You may use our Services only for lawful purposes and in accordance with these Terms of Use. You agree not to use our Services:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Ag Bull, a Ag Bull employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of our Services, or which, as determined by us, may harm Ag Bull or users of our Services, or expose them to liability.

Additionally, you agree not to:

- Use our Services in any manner that could disable, overburden, damage, or impair our Services or interfere with any other party's use of our Services, including their ability to engage in real time activities through our Services.
- Use any robot, spider or other automatic device, process or means to access our Services for any purpose, including monitoring or copying any of the material on our Services.
- Use any manual process to monitor or copy any of the material on our Services, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software or routine that interferes with the proper working of our Services.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of our Services, the server on which our Services are stored, or any server, computer or database connected to our Services.
- Attack our Services via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of our Services.

User Contributions

Our Services may contain message boards, chat features, personal profiles, forums, bulletin boards, and other interactive features (collectively, "**Interactive Services**") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "**post**") content or materials (collectively, "**User Contributions**") on or through our Services.

All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post will be considered non-confidential and non-proprietary. By providing any User Contribution on our Services, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material according to these Terms of Use.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Ag Bull, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of our Services.

Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of our Services or the public or could create liability for Ag Bull.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of our Services.
- Terminate or suspend your access to all or part of our Services for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through our Services. YOU WAIVE AND HOLD HARMLESS AG BULL AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we do not undertake to review material before it is posted on or through our Services and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If You believe that a user of our Services has violated or is violating Your copyright rights due to that user's illegal, unlawful, or otherwise improper conduct, You (the copyright owner) or Your agent may submit a notification pursuant to the Digital Millennium Copyright Act 17 U.S.C. § 512(c)(3) ("DMCA") by providing our Copyright Agent with the following information in writing: a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; 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 Ag Bull to locate the material; information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail; 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 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. You acknowledge that if You fail to comply with all of these requirements, Your DMCA notice may not be valid.

Ag Bull's designated Copyright Agent to receive notifications of claimed infringement is: Tommy Grisafi, Designated Copyright Agent for Ag Bull, 247 Roberts Street North, #607, Fargo, ND 58102, Telephone: 219-477-9167, Email: agbullmediallc@gmail.com. Failure to comply with all of the requirements of the foregoing, may result in the waiver or invalidity of the DMCA. You may be liable for damages, including court costs and attorneys' fees if You materially misrepresent that content on the Application constitutes copyright infringement. We will advise the alleged infringer of the DMCA statutory counter-notification procedure as described in the DMCA, at which time the alleged infringer may respond to Your claim and ask that the content at issue be restored. Upon receiving Your notification of alleged copyright infringement, as set forth above, we will remove or disable access to the allegedly infringing material and promptly notify the alleged infringer of Your claim.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION ON THE WEBSITE OR OUR SERVICES. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER VISITOR TO THE WEBSITE OR SERVICES, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS.

Changes to the Website or Services

We may update the content on the Website or Services from time to time, but its content is not necessarily complete, accurate, or up-to-date. Any of the material on the Website or Services may be out of date or inaccurate at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on the Website or through our Services is subject to our Privacy Policy. By using the Website or Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases and Other Terms and Conditions

All purchases through our Website, our Services, or other transactions for the sale of goods formed through our Services, or as a result of visits made by you are governed by our Terms of Sale, which are hereby incorporated into these Terms of Use.

Additional terms and conditions may also apply to specific portions, services or features of our Services. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to our Services and Social Media Features

You may link to our pages on our Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

Our Services may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on our Services.
- Send e-mails or other communications with certain content, or links to certain content, on our Services.
- Cause limited portions of content on our Services to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us and solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause our Services or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from our Services

If our Services contain links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to our Services, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations contained in any such links or resources.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or our Services will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF OUR SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF OUR SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES IS AT YOUR OWN RISK. OUR SERVICES, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER AG BULL NOR ANY PERSON ASSOCIATED WITH AG BULL MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE AG BULL SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER AG BULL NOR ANYONE ASSOCIATED WITH AG BULL REPRESENTS OR WARRANTS THAT THE AG BULL SERVICES, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE AG BULL SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE AND OUR SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE, OUR SERVICES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR OUR SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

AG BULL HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL AG BULL, ITS AFFILIATES OR ITS OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OUR SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON OUR SERVICES OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH OUR SERVICES OR SUCH OTHER WEBSITES OR SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify and hold harmless Ag Bull, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of our Services, including, but not limited to, your User Contributions, any use of our Services' content, services and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from our Services.

Governing Law and Jurisdiction

All matters relating to our Services and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of North Dakota without giving effect to any choice or conflict of law provision or rule (whether of the State of North Dakota or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or our Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of North Dakota, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in your country of residence

or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At Ag Bull's sole discretion, we may require You to submit any disputes arising from these Terms of Use or use of our Services, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying North Dakota law.

Limitation on Time to File Claims

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

Waiver and Severability

No waiver by Ag Bull of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Ag Bull to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, and Terms of Sale constitute the sole and entire agreement between You and Ag Bull with respect to the Website and our Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website or Services.

Your Comments and Concerns

This website is operated by Ag Bull Media, LLC, 247 Roberts Street North, #607, Fargo, ND 58102.

All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: Ag Bull Media, LLC, Attn: Tommy Grisafi, 247

Roberts Street North, #607, Fargo, ND 58102, Telephone: 219-477-9167, Email:
agbullmediallc@gmail.com