

## **KAAPA Web Portal Terms of Use and Access Agreement**

### **General Terms**

Your use of the Web Portal is subject to these terms of use ("Web Portal Terms"). The Web Portal Terms, together with the KAAPA Website Terms of Use and any additional legal notices, form a legally binding agreement between you and KAAPA Ethanol, LLC and KAAPA Grains, LLC ("KAAPA") in relation to your use of the Web Portal. In order to use the Web Portal, you must first agree to the Web Portal Terms. You may not use the Web Portal if you do not accept the Web Portal Terms and you must discontinue the use of the Web Portal if you do not continue to accept the Web Portal Terms. You understand and agree that your first use of the Web Portal will be treated as acceptance of the Web Portal Terms from that point forward.

You acknowledge and agree that if KAAPA disables access to your Web Portal account, you may be prevented from accessing the Web Portal, your account details or any files or other content that is contained in your account.

There is no service-level agreement with the Web Portal. You acknowledge and agree that the Web Portal may not be available from time to time due to maintenance or service or network disruptions, and by your use of the Web Portal you agree to hold harmless the Company for any such service interruptions.

### **Registration**

In order to access the Web Portal, you will be required to register specific information with KAPPA in order to receive a username and password. You agree that any registration information you provide will always be accurate and up-to-date. You agree to use the Web Portal only for purposes that are permitted by (a) the Web Portal Terms, and (b) any applicable law or regulation related to the Web Portal.

You agree that you will not engage in any activity that interferes with or disrupts the Web Portal (or the servers and networks that host the Web Portal or that are connected with any elements thereof). Unless you have been specifically permitted to do so in a separate agreement with KAAPA, you agree that you will not reproduce, duplicate, copy, sell, trade or resell any of the elements or content of the Web Portal for any purpose. You agree that you are solely responsible for (and that KAAPA has no responsibility to you or to any third party for) any breach of your obligations under the Web Portal Terms and for the consequences (including any loss or damage that KAAPA may suffer) of any such breach.

### **Account Security**

You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Web Portal. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify KAAPA promptly.

### **Content**

You understand that all information that you will have access to as part of, or through your use of, the Web Portal are the sole responsibility of the person from which such content originated. KAAPA relies on third parties to provide a portion of the information accessible through the Web Portal. You should be aware that the information presented to you as part of the Web Portal is constantly being

modified as new information regarding contracts, tickets, and settlements are processed and become available from KAAPA into the Web Portal. If any errors in the information are noted, you agree to inform KAAPA of such errors in a timely fashion. Errors for KAAPA Ethanol LLC should be reported to the 308-743-2217 and ask for the grain department and errors for KAAPA Grains LLC should be reported to 308-856-4643.

You agree that you are solely responsible for (and that KAAPA has no responsibility for) any content that you create, transmit or display while using the Web Portal or for the consequences of your actions (including any loss or damage that KAAPA may suffer) by doing so.

**Account Termination**

The Web Portal Terms will continue to apply until your account is terminated by either you or KAAPA. If you want to terminate your access to use the Web Portal, you may do so by notifying KAAPA. KAAPA may, at any time, terminate its legal agreement with you if you have breached any provision of the Web Portal Terms (or have acted in a manner that clearly shows that you do not intend, or are unable, to comply with the provisions of the Web Portal Terms); or KAAPA is required to do so by law (for example, where the provision of the Web Portal to you is, or becomes, unlawful); or the provision of the Web Portal to you by KAAPA is, in KAAPA's sole opinion, no longer commercially viable.

The foregoing terms and conditions are acknowledged and agreed to:

By: \_\_\_\_\_

Date: \_\_\_\_\_