

## TERMS OF USE

**PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE DOWNLOADING, USING, OR ACCESSING ANY PART OF THE GRAINBRIDGE WEBSITE, API OR MOBILE APPLICATION (IF AVAILABLE).**

1. **Acceptance.** By clicking "Accept" or by continuing to use GrainBridge, LLC's ("us" or "GrainBridge") website ("Site"), application programming interface ("API"), mobile application (if available)(the "Application") or any services provided through the Site, API and/or the Application (collectively, the Site, the API, the Application and the services provided through each and/or all are referred to herein as the "Services"), you (the terms "you" or "yours" or "User" include the person or entity that is accessing the Services as well as any third-parties accessing the Services on your behalf) accepts the legal policy set forth in the following terms and conditions of this Terms of Use ("Terms"). Clicking "Accept" constitutes an electronic signature of the same legal force as a handwritten signature, indicating your acceptance of these terms. Acceptance in this manner also constitutes consent to be provided with this agreement in electronic form. You have a right to receive this agreement and Policy in non-electronic form, and may exercise this right, before or after clicking "Accept," by requesting a non-electronic copy at support@grainbridge.com or by sending letter and self-addressed envelope to 1065 115th Street, Suite 201, Omaha, NE 68154. GrainBridge provides you with access to, and use of, the Site subject to all applicable laws, regulations, and the provisions of these Terms. If you do not accept the terms and conditions of these Terms, please exit the Site.

By accessing the Services, continuing to access the Services, submitting any information through the Services, or downloading or using the Application, and in consideration for the services GrainBridge provides to you, YOU AGREE TO BE BOUND BY THESE TERMS. Use of the Services is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices, including the class action waiver, contained herein.

### **2. Registration, Eligibility for Services, Payment, and Information Submission.**

**Registration.** In order to utilize some of the Services' features, you may need to register and create an account. In order to create an account, you must complete the registration process by providing GrainBridge with complete and accurate information as prompted by the registration form, including contact information, a username, and password. You shall protect your password and take full responsibility for your own and third-party activities that occur under your account. You agree to notify GrainBridge immediately at security@grainbridge.com of any unauthorized use of your account or any other breach of security. If you create an account on behalf of an entity, these Terms bind both you and the entity.

**Refusal of Service.** GrainBridge reserves the right, with or without notice, to terminate the account of, or refuse service to, any persons that violate these Terms, violate any party's intellectual property rights, abuse other users of the Services, misuse the Services, or otherwise engage in inappropriate conduct, as determined by GrainBridge in its sole discretion.

**Payment.** If you make any purchases through the Services, you agree to pay all applicable charges and fees for those purchases and to comply with the terms of the applicable payment processor. Unless otherwise stated, all prices are stated in U.S. Dollars.

**Information Submission and Age Restriction.** By submitting any information, including any User Content as defined below, through the Services, you represent and warrant that you are 18 years of age or older, and, if under the age of majority in your state, you are either an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into these Terms and use the Services. GrainBridge does not intend to use the Services to collect any information from children under age 18. Pursuant to 47 U.S.C. § 230(d), you are notified that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. For information on providers of such services, contact your information technology professional.

**Electronic Communications.** By accepting these Terms and using the Services, you consent to receive electronically all communications or notices sent by GrainBridge with regard to the Services or these Terms to any email address or telephone number you provide to GrainBridge. It is your responsibility to update your contact information provided to GrainBridge. In order to receive electronic communications, you must have a working connection to the internet and/or cellular service and meet any specifications required by your email and/or cellular service provider. GrainBridge may send communications in a non-electronic format in GrainBridge's discretion.

### **3. Access to and Use of Site; Proprietary Rights.**

**Access and Use of the Site.** Subject to, and in accordance with, these Terms, GrainBridge permits you to access and make personal use of the Site. GrainBridge reserves all rights not expressly granted to you hereunder. Your authorization to access and use the Services is automatically revoked if you violate any of these Terms. GrainBridge reserves the right to revoke your authorization to access or use the Site or Services at any time for any reason.

**Proprietary Rights.** Except as expressly provided for in the non-exclusive license contained in Section 8 below, GrainBridge expressly reserves all right, title, and interest in and to the Services content, including all content available on the Services (including but not limited to all text, images, photographs, videos, audio, graphics, user interface, data, software, code and other content), including any copyright, patent, or trademark or other intellectual property right, or federal or state right, pertaining thereto. Under these laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing, or transmitting any content of our Site or Services for any purpose without the express, prior written consent of GrainBridge. Information provided in or relating to GrainBridge Services are for informational purposes only. As such, any reproduction, copying, or redistribution for commercial purposes of any materials or design elements of our Service is strictly prohibited without express, prior written consent.

**Trade and Service Mark Rights.** All trademarks, trade names, and logos and all related product names, packaging, and designs, design marks, and slogans used in the Services or related thereto are either trademarks or service marks (registered or unregistered) of GrainBridge or our third-party licensors, and are protected from reproduction, imitation, dilution, or confusing or misleading consumers under federal, local, and international trademark law. GrainBridge and its licensors expressly reserve all intellectual property rights in these marks and in all content on the Site or provided through our Services. No license or right is granted to you in connection with such marks or content contained on the Site or provided in our Services other than that expressly provided in these Terms.

#### 4. **Purchases and Refunds.**

**Payment Terms.** GrainBridge may make some of the Site or the Application and the Application's services available for free (the "Free Services"). GrainBridge does not guarantee that any portion of the Services will always be available for free and reserves the right to begin charging for any portion of the Services at any time. The Free Services may have reduced functionality or may include additional advertisements. Prices are subject to change.

**Purchases.** Your purchase of any goods or products through the Services, if applicable, is subject to the terms and conditions stated on the applicable order form(s) and the applicable terms stated in these Terms. All prices are subject to change. If you purchase any product through the Services, you agree to comply with the terms of the applicable payment processor.

**Refund Policy.** Unless otherwise stated, GrainBridge does not issue refunds.

#### 5. **User-Generated/Third-Party Content.**

**Overview.** The Services may, from time to time, allow users and third-parties to upload, post, or otherwise transmit user-generated content, including, but not limited to, comments, feedback, photos, videos, reviews, and other forms of data or communications ("User Content"). By submitting User Content, you represent that you are 18 years of age or older, and, if under the age of 18, you are either an emancipated minor, or have obtained the legal consent of your parent or legal guardian to enter into these Terms and use the Services.

**User Obligations and License; Intellectual Property.** You alone own and are solely responsible for all User Content you post, upload, or otherwise transmit (collectively "Post") through the Services and once Posted, it cannot always be withdrawn. You agree not to Post through the Services any User Content which is false, defamatory, infringes upon another party's intellectual property, or is otherwise illegal. By Posting User Content on the Services, you warrant and represent that you have the right to post such information and that such information is truthful and accurate.

By Posting User Content, you automatically grant, and warrant and represent that you have the right to grant, GrainBridge a perpetual, irrevocable, royalty-free, worldwide, non-exclusive,

assignable, sublicensable, transferable license to use, store, copy, perform, display, and distribute such User Content for any purpose and to prepare derivative works of, or incorporate into other works, such User Content.

You assume all risks associated with your Posted User Content on the Services, including anyone's reliance on its quality or reliability. By Posting User Content you may expose yourself to liability if, for example, your Posted User Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful, including illegal hate speech or pornography; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

**Testimonials and Photographs.** If you Post or otherwise transmit to GrainBridge a testimonial statement or photograph or video depicting your results using any service or product, you grant, and warrant and represent that you have the right to grant, GrainBridge a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, assignable, sublicensable, transferable license to use, copy, perform, display, and distribute the testimonial statement and/or photograph for any purpose, including posting on the Services or using in any GrainBridge advertising materials.

By Posting or sending any testimonials of your results, you represent that the testimonial statement is true, that you used the service or product as directed, and that the testimonial accurately depicts your experience using the service or product.

If you no longer wish GrainBridge to use your written testimonial statement or photograph or video, please contact us. If we do not hear from you, we will assume you still stand behind your testimonial statement.

If you received any kind of compensation, whether monetary, in the form of a free service or product, or otherwise, you must notify us of this fact when posting or sending your testimonial.

**Rules of Conduct.** In addition to all other obligations and terms stated in these Terms, you agree to abide by any rules of conduct or community guidelines posted on the Site or Applications. GrainBridge reserves the right to exclude or suspend any user who violates these rules of conduct, and reserves the right, but does not undertake an affirmative obligation, to remove, screen, or edit any content which is contrary to these rules without prior notice. User Content does not necessarily reflect the opinion of GrainBridge.

**Communications Decency Act.** As provided in 47 U.S.C. § 230(c)(1), GrainBridge is only a distributor, and not the publisher or speaker, of any User Content. As such, GrainBridge cannot be held liable for making available any User Content which may be false or inaccurate. Any information or opinions contained in the User Content made available through the services are those of their respective authors alone. GrainBridge does not guarantee the accuracy, completeness, or truthfulness of any User Content. Under no circumstances will GrainBridge be responsible for any loss or damage resulting from any person's reliance on any User Content.

**Reservation of Rights.** Subject to Section 6 below regarding the DMCA, GrainBridge reserves the right to remove or not remove any User Content from the Services for any reason or no reason at all, in GrainBridge's sole discretion. This reservation includes the exclusive right to decide whether to publish, withdraw, postpone, or alter any User Content. GrainBridge reserves the right, but does not undertake any affirmative obligation, to screen, monitor, or filter User Content.

**Information Storage and Access.** GrainBridge reserves the right, in its sole discretion, to determine whether and how long to store User Content and user data. GrainBridge will not be responsible for any liability related to the deletion or removal of any data or content maintained on the Services or GrainBridge's servers.

**Submissions, Suggestions, and Feedback.** By sending GrainBridge any ideas, suggestions, documents, or proposals (collectively, "Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third-parties, (ii) GrainBridge is under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) GrainBridge may have something similar to the Feedback already under consideration or in development, and (iv) you grant GrainBridge an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute, and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against GrainBridge and its users any claims and assertions of any rights, whether intellectual property rights or otherwise, contained in such Feedback.

## **6. Digital Millennium Copyright Act**

GrainBridge respects the intellectual property rights of others and complies with safe harbor provisions of the Digital Millennium Copyright Act ("DMCA"). Anyone who believes that their work has been reproduced on the Services in a way that constitutes copyright infringement may notify GrainBridge's designated copyright agent in accordance with Title 17, United States Code, Section 512(c), by providing the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. 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;
3. 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 the service provider to locate the material;

4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has 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
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notifications of claimed infringement should be forwarded to GrainBridge's designated agent as follows:

Troy F. Meyerson  
409 South 17th Street  
Omaha, NE 68102-2663  
Telephone: (402) 341-6000  
Email: [tmeyerson@fslf.com](mailto:tmeyerson@fslf.com)

The full legal name and physical address of the service provider is as follows:

GrainBridge, LLC  
1065 115th Street, Suite 201  
Omaha, NE 68154

After receiving a valid DMCA notification of claimed infringement, we will process and investigate the claim and will take appropriate actions under the DMCA, including expeditiously removing or disabling access to any material claimed to be infringing or claimed to be the subject of infringing activity. We will take reasonable steps promptly to notify the user who submitted the material that we have removed or disabled access to such material.

**Counter-Notification.** If you posted or submitted material to GrainBridge which GrainBridge removed or disabled access to pursuant to a DMCA notification of claimed infringement, and you believe your material is not infringing and the material was removed or disabled as a result of a mistake or misidentification, you may send a counter-notification containing the following information in writing to GrainBridge's designated agent listed above:

1. Your physical or electronic signature;
2. 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 to it was disabled;

3. A statement under penalty of perjury that the you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
4. Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the your address is outside of the United States, for any judicial district in which GrainBridge may be found, and that you will accept service of process from the person who provided the notification of claimed infringement or an agent of such person.

If a valid counter-notification is received by our designated agent, we will send a copy of the counter-notification to the original complaining party informing that person that we will replace the removed material or cease disabling access to it in ten (10) business days. Unless our designated agent first receives notice from the original complaining party that such party has filed an action seeking a court order to restrain the alleged infringement, we will replace or restore access to the material in ten (10) to fourteen (14) business days after our designated agent's receipt of the counter-notification, at our sole discretion.

GrainBridge reserves the right, in its sole discretion, to terminate accounts for users that are deemed to be repeat copyright infringers.

#### **7. Device and Wireless Carrier Limitations and Disclaimers.**

While GrainBridge attempts to provide all Services and Application features to all users, use of the Application and the Services may be limited for some or all users due to conditions outside of GrainBridge's control. As a result, not all advertised features may be available to you at all times. Some of these conditions include, but are not limited to, the following: (a) your mobile device or your wireless carrier may limit the features available to you; (b) your data or messaging plan may limit your use of the Services; (c) your wireless voice and/or data signal may make access to the Application, Services, or some of their features intermittent or unavailable; or (d) the Services may not be available in some geographic locations.

GrainBridge is not liable, and expressly disclaims any representations or warranties, regarding access to the Services or Application through a particular wireless carrier, network, or plan, on a particular device, or in a particular location. GrainBridge does not guarantee that the Services will always be accessible or available. You are solely responsible for any costs you incur to access the Services or Application through your mobile device.

#### **8. GrainBridge Mobile Application (if available).**

GrainBridge may, from time to time, choose to make available for download a mobile Application. If GrainBridge makes an Application available, the terms of this license apply to

your download and use of the Application. GrainBridge does not guarantee that any Application will be supported or available for download.

**License.** Subject to, and in accordance with, these Terms, and conditioned upon any required payment, GrainBridge grants to you, and you accept from GrainBridge, a limited, revocable, non-exclusive, and non-transferable license to use the Application, if available. GrainBridge reserves all rights not expressly granted to you hereunder. This license is automatically revoked if you violate any of these Terms. You only receive a license to use the Application(s) you download and for which you pay any required fees.

**Payment.** Certain Applications and application features may be offered for free, for a one-time payment, or on a subscription basis. Please review the particular terms for your Application for more details. GrainBridge does not guarantee that any portion of any Application will be free at all times.

**Source Code.** The grant of this license is not, and shall not be construed as, a grant of any right to you to use, receive or view, copies of source code, schematics, master copies, design materials or other information used by you in creating, developing or implementing the Application, including updates or modifications thereto. Without limiting the foregoing, you shall have no rights to receive any source code for any Application and shall not reverse engineer, disassemble or decompile, or otherwise attempt to derive source code for any Application for any purpose.

**Prohibitions.** You must not do, or permit others to do, any of the following: (a) copy or modify the Application in any way, except as expressly permitted in these Terms; (b) remove or modify GrainBridge's copyright notices, trademark, logo, legend or other notice of ownership from any originals or copies of the Application or Services; (c) attempt to view, read, modify, reverse compile, reverse assemble, disassemble or print the Application's source code or object code or other runtime objects or files distributed with the Application; (d) otherwise reverse engineer, modify or copy the look and feel, functionality or user interface of any portion of the Application or Services; (e) rent, lease, distribute (or redistribute), provide or otherwise make available the Application or Services, in any form, to any third party (including in any service bureau or similar environment); (f) use the Application or Services to process the data of third parties; (g) use, install, or make available the Application, in whole or in part, through a wide area network including but not limited to World Wide Web sites, intranets, or application Service Providers (ASP); or (h) use the Application or Services to infringe on any person's right of privacy. In addition, you will not violate or attempt to violate the security of GrainBridge's networks or servers, including (x) access data not intended for you or log into a server or account which you are not authorized to access; (y) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper written request and authorization; or (z) attempt to interfere with service to any user, host or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing or crashing.

You are also prohibited from taking any actions in violation of the prohibitions and requirements set forth in Section 11 below.



**Infringement.** If a third party claims that the Application or the Services infringe its patent, copyright or trade secret, or any similar intellectual property right, GrainBridge will defend you against that claim at GrainBridge's expense and pay all damages that a court finally awards, provided that you promptly notify GrainBridge in writing of the claim, and you allow GrainBridge to control and you cooperate with GrainBridge in, the defense or any related settlement negotiations. If such a claim is made or appears possible, you agree to permit GrainBridge to modify the Application or Services in order to attempt to avoid such claims. If GrainBridge determines that this alternative is not reasonably available, you agree to uninstall or return the Application on the GrainBridge's request, and without any further liability or obligation of GrainBridge. Further, GrainBridge shall have no obligation whatsoever for any claim based on your modification of the Application or your combination, operation, or use with any product, data, or apparatus not specified or provided by GrainBridge. THIS PARAGRAPH STATES GRAINBRIDGE'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT. If no Application is currently available, this provision nonetheless applies to any claim of infringement regarding the Site or Services.

**Maintenance or Support.** GrainBridge is not under any obligation to provide maintenance or support for the Application. GrainBridge may provide maintenance or support for the Application in GrainBridge's sole discretion.

**Uninstallation.** You may, at any time, uninstall the Application by utilizing your mobile device's procedures for uninstalling downloaded applications. However, GrainBridge may retain collected data after the uninstallation.

**Third-Party Terms.** You must comply with applicable third-party terms of service when using the Application, including any terms required by your mobile carrier or device manufacturer.

**Apple and Google-Specific Terms.** The following additional terms and disclosures only apply to you if you use the Application through the Apple or Google operating systems, if available and as applicable:

#### **Apple**

1. This is a custom end-user license agreement between you and GrainBridge, and not with Apple. GrainBridge, and not Apple, is solely responsible for the Application, the Services, and the related content.
2. GrainBridge grants you the non-transferable right to use the Application on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the App Store Terms of Service.
3. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to this Application.

4. In the event of any failure of the Application to conform to any applicable warranty, if any, you may notify Apple, and Apple will refund the purchase price, if applicable, for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of to conform to any warranty, if any, will be the sole responsibility of GrainBridge.
5. GrainBridge, and not Apple, is responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including but not limited to: (a) product liability claims; (b) any claim the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation, including in connection with the Application's use of the HealthKit and HomeKit frameworks, if applicable.
6. In the event of any third party claim that the Application or your possession and use of that Application infringes that third party's intellectual property rights, GrainBridge, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
7. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
8. Any questions, complaints, or claims with respect to the Application should be directed to GrainBridge Company at the address and contact information for receiving notices set forth below in Section 20.
9. You must comply with applicable third party terms of agreement when using the Application.
10. Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and, upon your acceptance, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

## **Google**

1. This is a separate end user license agreement between you and GrainBridge, and not with Google.
2. Subject to, and in accordance with, these Terms and any required payments, GrainBridge grants to you, and you accept from GrainBridge, a non-exclusive,

worldwide, and perpetual license to perform, display, and use the Application on your device that can access Google Play. The user may include, but is not limited to, a family group, with a family manager and family members whose accounts are joined together for the purpose of creating a family group. Family groups on Google Play are subject to reasonable limits designed to prevent abuse of family sharing features. Users in a family group may purchase a single copy of the Services (except in-app and subscription products, which cannot be shared) and share it with other family members in their family group. This license is automatically revoked if you violate any of these Terms.

3. You are allowed unlimited reinstalls of the Application, unless and until GrainBridge removes the Application from the Google Play or any other Google-branded distribution platform.
4. GrainBridge, and not Google, will have the sole responsibility to undertake or handle support and maintenance of the Application or any complaints about the Application, subject to these Terms.
5. GrainBridge, and not Google, is responsible for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including but not limited to: (a) product liability claims; (b) any claim the Application fails to conform to any applicable legal or regulatory requirement; (c) intellectual property claims; and (d) claims arising under consumer protection, privacy, or similar legislation, if applicable.
6. GrainBridge, and not Google, is solely responsible for GrainBridge's breach of any agreement with Google, any applicable third-party contract or terms of service, or any applicable law or regulation.
7. Any questions, complaints, claims, or issues regarding defects or performance issues with respect to the Application should be directed to GrainBridge Company at the address and contact information for receiving notices set forth below in Section 20.
8. The collection, use, and distribution of your information is governed by the GrainBridge Privacy Policy and by downloading and/or using the Application you agree to be bound by the terms of that Privacy Policy.
9. **Modification of these Terms.** GrainBridge reserves the right, in its sole discretion and without notice, to revise or amend these Terms at any time. Such revisions or amendments shall be effective immediately upon posting the revised version of these Terms on the Site. By either clicking "Accept" to any prompt regarding updated legal terms, or by continuing to use the Site or any of GrainBridge's Services after the posting of the updated Terms, you agree to be bound by such revisions or amendments. It is therefore recommended that you periodically revisit the Site to review the current version of these Terms.

10. **Obligations.** You are required to, and agree to, comply with all applicable federal, local, and international law in connection with your use of the Service, as well as any further rules or limitations set forth in written or on-screen notices from GrainBridge. As a condition of your use of this Service, you warrant that you will not use this Service for any reason prohibited by law or these Terms. Use of any linked third party services shall constitute your agreement to comply with all third party terms and conditions for those services.

You are solely responsible for ensuring the accuracy of any and all information and data uploaded to the Site or shared via the Service, including the accuracy of submitted account information, and that the contact information directly connects to a person authorized to act on your behalf. You further acknowledge and agree that you have not relied upon GrainBridge regarding the accuracy of any User Content, and that GrainBridge does not endorse, support, represent, or guarantee the completeness, accuracy, or reliability of any User Content.

In accepting these Terms, and/or in using the Site or Services, you agree that you shall provide information that is true, accurate, and complete in your interactions with other users. You are required to update your account as necessary to ensure that all such information contained therein is true and correct at all times.

11. **Prohibited Uses.** GrainBridge maintains the Site for informational, educational, and communication purposes and grants you permission to use the Site and the Services, subject to all applicable law and these Terms, for your internal business purposes. This permission is provided on the conditions that you do not remove any copyright or other proprietary notices contained on the Site, that you do not distribute, modify, copy, transmit, publish, license, create derivative works from, sell, or otherwise use the content of this Site without express prior written permission of GrainBridge. Download or use of any images, videos, or market data displayed on the Site, by you, or anyone else authorized by you, is prohibited absent the express prior written consent of GrainBridge.

Without limiting the foregoing, you agree not to engage in any of the following activities while using the Services or accessing the Site:

- (i) transmitting, distributing, posting, uploading, or storing information or other material on, to, or through the Service that is copyrighted, unless you are the copyright owner; reveals trade secrets, unless you own them; infringes on any other intellectual property rights that you do not own; or infringes on the privacy or publicity rights of others;
- (ii) transmitting, distributing, posting, uploading, or storing information or other material that is obscene, sexually-explicit, defamatory, threatening, harassing, abusive, hateful, slanderous, libelous, vulgar, or embarrassing to any other person or entity as determined by GrainBridge at its sole discretion;
- (iii) transmitting, distributing, posting, uploading, or storing information or other material that constitutes advertisements or solicitations of business, surveys, contests, chain letters, or pyramid schemes;

- (iv) transmitting, distributing, posting, uploading, or storing information or other material that contains viruses, Trojan horses, worms, time bombs, logic bombs, or other computer programming routines or engines that are designed to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or information;
- (v) impersonating another user, person, or entity, including any official or employee of GrainBridge;
- (vi) use any incomplete, false, or inaccurate information for purposes of registration as a user;
- (vii) delete or revise information or material of any other user or of GrainBridge;
- (viii) harvest or otherwise collect information about others, including email addresses or personally identifiable information, without their prior consent;
- (ix) take any action that imposes an unreasonably or disproportionately large load on the Site or Service's infrastructure, including using the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any party's use of the Site, including their ability to engage in real time activities through the Site;
- (x) use or attempt to use any engine, software, tool, agent, or other device or mechanism to navigate or search the Site or the Service other than the search engine and search agents available through GrainBridge or generally available third party web browsers.
- (xi) allow any other person or entity to use your username or password for posting or viewing contents of the Site or information of users, transacting business, or sending or receiving materials;
- (xii) attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service, or attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the site;
- (xiii) attack the Site via a denial-of-service attack or a distributed denial-of-service attack;
- (xiv) otherwise attempt to interfere with the proper working of the Site or the Service.

You further agree not to violate or attempt to violate the security of the Service or its users, including, but not limited to:

- (i) accessing data not intended for such user or logging onto a server or account for which the user is not authorized, or is no longer authorized, to access;
- (ii) attempt to probe, scan, or test the vulnerability of a system or network to breach or circumvent security, authentication, or verification measures;
- (iii) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting a virus to the Site, overloading, flooding, spamming, mailbombing, or crashing the Site or Service.

GrainBridge may investigate any occurrences that potentially involve any such violations of the above and may involve and/or cooperate with law enforcement authorities in prosecuting users who are involved in such violations. Further, GrainBridge reserves the right to review all postings on its Site and through its Service, and to remove any postings and terminate your ability to post to the Site or Service at any time without notice, in its sole discretion. GrainBridge also reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or remove any information or other materials in whole or in part.

12. **Links to Third-Party Services.** This Site and the Services provided by GrainBridge may contain links to other services. These other services are not under the control of GrainBridge and GrainBridge is not responsible for the contents of these other services, including, without limitation, links contained in said services, or any changes or updates to these other services. GrainBridge provides these other services to you only as a convenience, and their inclusion on the Site or in the Services is not an endorsement by GrainBridge in favor of any of these services or the companies that own or run them. When you click on these links, you will leave our Site and be redirected to another website not controlled by GrainBridge. In accessing such other websites, please be aware that each third party website is subject to its own policies which may differ from the terms of these Terms. If you choose to access any third party sites linked to this Site, you do so entirely at your own risk and subject to the terms and conditions of use for such sites. GrainBridge makes no representations or warranties regarding the accuracy of the information contained in such third party websites, and GrainBridge disclaims all responsibility relating to or resulting from your use of such third party websites.

13. **Site Content.** The information contained on this Site, unless otherwise specified, is for informational purposes only and does not constitute an advertisement or a solicitation or recommendation to enter into agreement with, do business with, sell to, or otherwise interact with any user, person, or entity. Information offered by other users are personal to that user and is not endorsed by, nor does it reflect the views or opinions of, GrainBridge, its officers, directors, employees, or any of their agents.

14. **License.** GrainBridge does not claim ownership of the materials you or other users transmit, distribute, post, communicate, or store on or through our Site and Services. However, by submitting or posting information or material on or to the Site, or through the Service, you grant GrainBridge a world-wide, royalty free, perpetual, irrevocable, and non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such content anywhere, for any purpose, and in any form, media, or technology now known or later developed. Use of the Site and Service shall act as consideration for this license, and no additional compensation shall be paid in exchange for such license. GrainBridge is free to use any ideas, concepts, know-how, or techniques contained in any communication you send for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information. GrainBridge is under no obligation to maintain any posting you make and may remove any posting at any time in its sole discretion.

By posting on the Site or submitting User Content to the Service, you also warrant and represent that you own or otherwise control all of the rights to your User Content of the public posting, and that use of your User Content by GrainBridge will not infringe or violate the rights of any third party.

15. **Username and Password.** If GrainBridge allows you to create a username and password for accessing this Site and utilizing the Service, then such username and password will constitute your identity for purposes of interacting with GrainBridge, this Site, the Service, and other users. In applying for, and upon receipt of, a username and password, you agree to use such username and password only to access information which you are authorized to receive. You shall keep confidential and not disseminate, and shall use solely as authorized in this agreement, your username and password for your use of the Service. In applying for, and upon receipt of, a username and password, you further agree to the following:

- (i) that you have provided accurate and truthful information about yourself or your entity and that you have not and will not imitate any other person or entity, or assume a false identity;
- (ii) that you will use the Site and Service solely for legitimate and legal purposes;
- (iii) that you will immediately notify GrainBridge of any unauthorized use or suspected unauthorized use of your username or password, or any other breach of security;
- (iv) that, in the event of an unauthorized use or breach of security, you shall cooperate and assist in any investigation or action relating to such unauthorized access or breach of security;
- (v) that you will not share your username and password with any other person or entity who is not authorized by you to act as your agent with respect to GrainBridge, this Site, the Service, and other users of the Service;
- (vi) that you will take reasonable precautions when using your username and password to access the site from public or shared computers or networks as to protect your username and password and the integrity and security of the site;
- (vii) that you assume and bear all responsibility for all risks and damages arising out of the use of the Site and Service by you and any other person using your account, username, and password;
- (viii) that you will diligently update all of your on- and off-line information associated with your account, username, password, and access to the Site and Service within a reasonable time of any change to such information.

16. **Privacy, Use, and Dissemination of Personal Information.**

The Services are governed by the GrainBridge Privacy Policy accessible at [web.grainbridge.com](http://web.grainbridge.com) which is incorporated into these Terms by this reference. Please read the Privacy Policy before accessing the Services or providing any personal information through the Services.

By providing any personal or non-personal information to GrainBridge through the Services, or by using the Services, you automatically grant, and warrant and represent that you have the right

to grant, GrainBridge a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, assignable, sublicensable, transferable license to collect, store, use, reproduce, disclose, transfer, and disseminate your collected personal and non-personal information in order to provide the Services contemplated under these Terms, to manage your account, to send you communications, or for any other lawful purpose in GrainBridge's sole discretion.

GrainBridge, and any third-parties to which GrainBridge provided your contact information, may contact you via any method of communication you submitted through the Services, including, but not limited to, email, cell phone, or text message. By providing GrainBridge your contact information, you agree to receive communications from GrainBridge or other third-parties who obtained your contact information from GrainBridge.

#### **17. Representations, Warranties and Disclaimers.**

GrainBridge does not represent or warrant and expressly disclaims any warranty that (i) any information provided by the Services will be accurate, (ii) the Services will be error-free or accessible at all times, (iii) defects will be corrected, (iv) the Services or the server that makes the Services available, are free of viruses or other harmful component, (v) the use or the results of the use of the Services or the products or services made available through the Services will be correct, accurate, timely, or otherwise reliable, or (vi) that the Services will be supported on all web browsers or mobile operating systems. It is expressly understood by all users that the Application and the Services may be from time to time be inaccessible, inoperable, or may not provide all features as a result of multiple factors which may or may not be within GrainBridge's control. These factors may include, but are not limited to, variables in internet, telecommunications, data, cellular or satellite services provided by your wireless carrier to your mobile device, geographic limitations, poor wireless signal strength, periodic maintenance to the Services, malfunctions in the Application or the Services, limitations due to your particular mobile device, or any other reason which may prevent the Application and its services from being accessible at all times. GrainBridge disclaims any liability as a result of any user's inability to access or use the Application or the Services at a particular time, location, on a particular device, or using a particular wireless provider.

Further, GrainBridge expressly disclaims any representation or warranty relating to any products or services displayed, described, advertised, sold, offered, reviewed, recommended, linked to, or pictured on or through the Services. GrainBridge does not endorse any such products or services and does not warrant that any such products or services are available, will meet the user's needs, are appropriate for any particular use, or are of any certain quality. GrainBridge does not guarantee that any product or service descriptions, reviews, portrayals, specifications, or the like are accurate. Under no circumstances will GrainBridge be responsible for any loss or damage resulting from any person's reliance on any such product or service descriptions, reviews, or specifications contained on the Services.

YOUR USE OF THE SITE AND THE SERVICE IS AT OUR OWN RISK. THE SERVICES AND ANY PRODUCTS SOLD THROUGH THE SERVICES ARE PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS OR REPRESENTATIONS MADE BY



GRAINBRIDGE EITHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE SERVICES OR PRODUCTS, INCLUDING WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. GRAINBRIDGE DOES NOT WARRANT THAT THESE SERVICES OR PRODUCTS WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS, THAT THE OPERATION OF THE SITE OR APPLICATION WILL BE UNINTERRUPTED, AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR PRODUCTS, OR AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION OR PRODUCTS PROVIDED THROUGH THE SERVICES. THE FOREGOING EXCLUSIONS AND DISCLAIMERS ARE AN ESSENTIAL PART OF THIS AGREEMENT AND FORMED THE BASIS FOR DETERMINING THE PRICE CHARGED FOR THE SERVICES. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. ALL PRODUCTS OR SERVICES SOLD THROUGH THE SERVICES ARE SOLD BY THE SELLER AND NOT BY GRAINBRIDGE.

We do not guarantee that the Services, or any products sold through the Services, will be compatible with all software or with all devices.

When you use the Application on your mobile device, your wireless service carrier may charge you data rates, message fees, and related fees.

GRAINBRIDGE FURTHER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING OTHER USERS OF OUR SITE AND SERVICE. GRAINBRIDGE IS A PLATFORM DESIGNED TO FACILITATE TRANSACTIONS BETWEEN PARTIES. GRAINBRIDGE IN NO WAY REPRESENTS OR WARRANTS THAT ANY TRANSACTIONS CONTEMPLATED BY ANY USER OF OR ORIGINATING ON THIS SITE OR THROUGH OUR SERVICE WILL BE FULFILLED, FREE FROM FRAUD OR ERROR, FAIR, OR MATERIALLY PERFORMED AS INDICATED BY USERS ON THIS SITE OR THROUGH OUR SERVICE. GRAINBRIDGE DOES NOT WARRANT THAT ANY USER OF OUR SITE OR SERVICE WILL PERFORM UNDER THE OBLIGATIONS OF ANY CONTRACT ARISING FROM, OR ANCILLARY TO, OUR SITE OR SERVICE.

18. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, GRAINBRIDGE, ITS OFFICERS, DIRECTORS, OR ANY OF THEIR RESPECTIVE AGENTS WILL NOT, UNDER ANY CIRCUMSTANCES BE LIABLE TO USER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THE TRANSACTIONS AND SERVICES CONTEMPLATED UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. MOREOVER, UNDER NO CIRCUMSTANCES WILL GRAINBRIDGE'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES, REGARDLESS OF THE FORUM AND REGARDLESS

OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY THE USER TO GRAINBRIDGE UNDER THESE TERMS DURING THE SIX (6) MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, A DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS BETWEEN THE USER AND GRAINBRIDGE. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY GRAINBRIDGE TO THE USER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN GRAINBRIDGE AND THE USER. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY.

GRAINBRIDGE, ITS EMPLOYEES, OFFICERS, MEMBERS, MANAGERS, OR OTHER REPRESENTATIVES, SHALL NOT BE LIABLE FOR:

- (I) THE CONDUCT OF ANY THIRD PARTY OR OTHER USERS (INCLUDING, BUT NOT LIMITED TO, BUYERS AND PRODUCERS), OTHER THAN GRAINBRIDGE, IN CONNECTION WITH THE USE OF THE SERVICES;
- (II) ANY RELIANCE ON CONTENT GENERATED BY THIRD PARTIES AND OTHER USERS OF THE SITE AND/OR SERVICES (INCLUDING, BUT NOT LIMITED TO, BUYERS AND PRODUCERS);
- (III) ANY COMMODITIES PURCHASED FROM, OR PURCHASE PRICES FOR COMMODITIES SOLD TO, ANY OTHER USER OF THE SITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO, BUYERS AND PRODUCERS; OR
- (IV) ANY PROMISES, PLEDGES, CONTRACTS, CONTRACTUAL OBLIGATIONS, MISINFORMATION, FRAUD, DELAY, MISUSE, MISAPPROPRIATION, OR DAMAGES ARISING THROUGH THE USE OF ITS SITE AND SERVICES BY AND BETWEEN USERS OF THE GRAINBRIDGE SITE AND SERVICES.

GRAINBRIDGE PROVIDES A PLATFORM FOR CREATING USER-TO-USER CONTACT AND IN NO WAY ASSUMES ANY OBLIGATIONS, LIABILITIES, PROMISES, COVENANTS, OR CONTRACTS OFFERED, CREATED, OR INCURRED BY ANY USER OF THE SITE OR THE SERVICES. ALL INTERACTIONS BETWEEN USERS ON THE GRAINBRIDGE SITE OR WHILE USING THE GRAINBRIDGE SERVICES, INCLUDING ALL WARRANTIES, REPRESENTATIONS, OBLIGATIONS, PROMISES, OR COVENANTS, ARE WHOLLY THE ACTIONS OF THE RESPECTIVE USERS, FOR WHICH GRAINBRIDGE MAKES NO WARRANTIES AND PROVIDES NO COVENANTS, AND FOR WHICH GRAINBRIDGE WILL HAVE NO LIABILITY. YOU, IN DEALING WITH OTHER USERS ON THE GRAINBRIDGE SITE OR VIA THE GRAINBRIDGE SERVICES, DO SO AT YOUR OWN RISK, AND PROMISE NOT TO HOLD OR ATTEMPT TO HOLD GRAINBRIDGE LIABLE FOR ANY OF YOUR ACTIONS OR THE ACTIONS OF ANY OTHER USER, AND ANY AND ALL DAMAGES INCURRED BY YOU OR ANY USER IN THE USE OF THE SITE OR THE SERVICES SHALL BE WHOLLY THE FAULT,

AND BE WHOLLY ATTRIBUTABLE, TO YOU OR TO THE OTHER RELEVANT USERS. IN NO WAY IS GRAINBRIDGE RESPONSIBLE OR LIBALE FOR AGREEMENTS FORMED WITH OTHER USERS VIA THIS SITE OR THESE SERVICES.

19. **Indemnification**. Upon request by GrainBridge, you agree to defend, indemnify, and hold harmless GrainBridge, its subsidiaries, affiliates, officers, directors, and agents or other partners and employees, at your expense, from all liabilities, claims, actions, proceedings, suits and expenses, including all court costs and reasonable attorneys' fees, made by any third party due to, arising out of, or ancillary to (i) your submission, postin, or transmitting of User Content through the Services, (ii) your use of this Site or the Service, (iii) actions, interactions, and/or omissions taken by and between you and third-parties, (iv) your violation of these Terms, (v) your violation of law, or (vi) your violation of any rights of another. User indemnification obligations under these Terms shall extend to claims arising before and after the termination of the agreement represented by your acceptance of these Terms until all such claims are finally adjudicated and/or resolved. GrainBridge reserves the right, at User's expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User under these Terms. No settlement of any claim contemplated by this section shall be consummated without GrainBridge's express written authorization, which shall not be unreasonably withheld. User shall immediately notify GrainBridge of any current, impending, or potential legal action against it by a third party for matters related to the Service or use of the Site, or for any claim arising out of the User's or GrainBridge's obligations under these Terms.

20. **Applicable Law and Venue; Notice**. These Terms shall be governed by and construed under the laws of the state of Nebraska without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and Nebraska law, rules, and regulations, Nebraska law, rules and regulations shall prevail and govern. Subject to the mandatory arbitration provision below, each party agrees to submit to the exclusive and personal jurisdiction of the courts located in Nebraska. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to these Terms. The products and services provided by GrainBridge hereunder are controlled by U.S. Export Regulations, and they may not be exported to or used by embargoed countries or individuals. Any notices to GrainBridge must be sent to:

GrainBridge  
1065 115th Street, Suite 201  
Omaha, NE 68154  
(800)515-5657  
Support@GrainBridge.com

via first class or air mail or overnight courier, and are deemed given upon receipt.

21. **Mandatory Arbitration and Prohibition on Class Actions**.

**The parties hereto agree and understand that any dispute or claim related to your use of the Services, the Application and/or the Site, or any disputes regarding any alleged breach**

of these Terms, to the extent such dispute cannot otherwise be resolved, as well as any other action to enforce these Terms or for the breach of these Terms, shall be referred to final and binding arbitration, and not in court. The Federal Arbitration Act and federal arbitration law apply to this agreement.

Any arbitration proceeding will take place in Nebraska, subject to the laws of Nebraska and will otherwise be governed by the then-current commercial arbitration rules of the American Arbitration Association, and the parties hereto expressly waive their rights, if any, to have any such matters heard by a court or jury, or administrative agency whether federal or state. The parties in any arbitration to enforce this agreement or remedy its breach will equally share the costs associated with such arbitration proceedings; provided, that, each party shall pay its own attorney's fees. Within fourteen (14) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association.

All parties agree that any dispute resolution proceedings (including any arbitrations and any court proceedings) will be conducted only on an individual basis and not as a plaintiff or class member in any purported class, consolidated, or representative proceeding. Class actions and class arbitrations are prohibited. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

18. **Severability and Integration**. Unless otherwise specified herein, these Terms, and your agreement thereto, constitutes the entire agreement between you, as the User, and GrainBridge, and governs your use of our Site and Service, superseding any prior or contemporaneous communications and proposals, whether oral, written, or electronic, between you and GrainBridge. If any portion of the Policy and this agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and all remaining portions shall remain in full force and effect.

19. **No Waiver**. The failure of GrainBridge to enforce any of the provisions in these Terms or respond to any breach by you or other parties shall not, in any way, waive its right to enforce subsequently any terms or conditions of these Terms or to act with respect to similar and/or subsequent breaches.

20. **No Professional Advice**. Any information provided by GrainBridge, its officers, directors, employees, or any of their agents, whether by telephone, email, letter, facsimile, posting on the Site, provided through the Service, or any other form of communication, is intended solely as general guidance on the use of the Service, and does not constitute legal, tax, accounting, or other professional advice. Because individual situations and state law may vary, GrainBridge

recommends that all users obtain appropriate advice from qualified professionals in the applicable jurisdictions.

21. **Miscellaneous**. In agreeing to the terms of these Terms, you agree that no joint venture, partnership, employment, or agency relationship exists between you and GrainBridge as a result of these Terms, your agreement thereto, or your use of the GrainBridge Site and/or Service. Noting contained in these Terms is in derogation of GrainBridge's right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Site and/or Service or information provided to or gathered by GrainBridge with respect to such use. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

22. **Termination**. You may terminate these Terms at any time by closing your account, discontinuing your use of the Services, uninstalling any Applications, and providing GrainBridge with a notice of termination. Please review these Terms and our Privacy Policy for information about what we do with your account when terminated. GrainBridge may terminate your account, suspend your ability to use certain portions of the Services and/or ban you altogether from the Services for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Services, your User Content, other content on the Services, or any other related information. In the event of any termination of these Terms, any provisions by which their nature should continue following termination of these Terms shall so continue.