

# **Terms and Conditions of Cooperative Network Services, LLC Website**

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website. Cooperative Network Services, LLC (“CNS”) expressly accepts these terms and conditions.

You must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

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## **License to Use Website**

Unless otherwise stated, CNS and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website [except for content specifically and expressly made available for redistribution].

Where content is specifically made available for redistribution, it may only be redistributed within your organization.

## **Acceptable use**

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without CNS’ express written consent. You must not use this website to transmit or send unsolicited commercial communications. You must not use this website for any purposes related to marketing without CNS’ express written consent.

## **Restricted Access**

Access to certain areas of this website is restricted. CNS reserves the right to restrict access to areas of this website, or indeed this entire website, at CNS' discretion.

If CNS provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. CNS may disable your user ID and password in CNS' sole discretion without notice or explanation.

## **User Content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or CNS or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

CNS reserves the right to edit or remove any material submitted to this website, or stored on a third party's servers, or hosted or published upon this website.

Notwithstanding CNS' rights under these terms and conditions in relation to user content, CNS does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

## **No Warranties**

This website is provided "as is" without any representations or warranties, express or implied. CNS makes no representations or warranties in relation to this website or the information and materials provided on this website.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any [legal, financial or medical] matter you should consult an appropriate professional.

## **Limitations of Liability**

CNS will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if CNS has been expressly advised of the potential loss.

## **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would

be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit a third party's liability in respect of any:

- death or personal injury caused by CNS' negligence;
- fraud or fraudulent misrepresentation on the part of CNS; or
- matter which it would be illegal or unlawful for CNS to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

### **Other Parties**

You accept that CNS has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against CNS' officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect CNS' officers, employees, agents, subsidiaries, successors, assigns and sub-contractors.

### **Unenforceable Provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Indemnity**

You hereby indemnify and hold harmless CNS and undertake to keep CNS indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by CNS to a third party in settlement of a claim or dispute on the advice of CNS' legal advisers) incurred or suffered by CNS arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

### **Breaches of these Terms and Conditions**

Without prejudice to CNS' other rights under these terms and conditions, if you breach these terms and conditions in any way, CNS may take such action as CNS deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Variation**

CNS may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Severability**

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been

executed by both parties subsequent to the expungement of the invalid provision.

**No Waiver**

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

**Governing Law**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Minnesota.

**Mandatory Arbitration**

Any dispute under this Agreement shall be required to be resolved by binding arbitration of the parties hereto. If the parties cannot agree on an arbitrator, each party shall select one arbitrator and both arbitrators shall then select a third. The third arbitrator so selected shall arbitrate said dispute. The arbitration shall be governed by the rules of the American Arbitration Association then in force and effect.

**Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.