

Legal Terms and Conditions

This website (the "website") is produced and owned by Signature Soy, LLC ("Signature Soy," "us," "we," or similar terms)

Signature Soy and its affiliates and agents provide this website and our products to you subject to the following legal terms and conditions ("Terms"). If you visit this website or submit an order to buy products from us, you agree to be bound by all of these Terms. These Terms, together with any other documents that we attach with any shipment of product are the sole and complete contract between you and us with respect to the products. From time to time we may modify these Terms by posting modified Terms. If you visit this website or purchase products from us after such modified Terms are posted, you agree to accept the modified Terms.

Product Orders. By submitting an order, you offer to purchase the products you select and submit to us. It is within our discretion to accept or reject your order. If we accept your order, we will charge you for the products. If we do not accept your order, we will not charge you for the products or services. The price for the products will be as set forth on the website or any other price list or quote that we provide to you in writing. Typographic or other clerical errors in stated prices are subject to correction. The purchase price does not include sales, use, excise or similar taxes or any shipping, delivery or insurance costs. Your payment for products, shipping or sales tax relating to your order is due upon the submission of your order. You warrant to us that your use of any credit card to buy products is authorized and legal. Any amount not paid when due will be subject to a late payment fee computed daily at a rate equal to one and one-half percent (1.5%) per month or the highest rate permissible under applicable usury law, and you will also be responsible to pay for our costs of collection.

All orders are final and non-cancellable.

We will package the Products for shipment in accordance with standard commercial practices. All shipping is at your expense, and title to and all risk of loss concerning the Products will pass to you upon delivery to a common carrier for shipment to you.

Any delivery dates are estimates only based on prevailing conditions as of the date hereof, and our failure to meet them will not be deemed a breach of these Terms. We will not be liable for any delay or failure of delivery or of any other performance caused in whole or in part by any contingency beyond our reasonable control, including, without limitation, acts of any government or any agency or subdivision thereof or shortage of or inability to secure labor, fuel, energy, raw materials, supplies or machinery at reasonable prices or from regular sources.

OUR PRODUCTS ARE NOT INTENDED FOR PLANTING OR GROWING. YOU MAY NOT USE OUR PRODUCTS AS SEED STOCK. YOU MAY NOT PLANT OR GROW OUR SEEDS, INCLUDING PLANTING OR GROWING THEM FOR YOUR OWN USE.

Website Content and Limits on Use. Unless otherwise noted, all website content and functionality, including images, illustrations, designs, icons, photographs, video clips, software, and written and other content that are provided as part of the website, including all copyright, trademark, patent, and any other intellectual property rights therein (collectively, the "content") is owned or licensed by us. All content that you input into the website is owned or licensed by you.

When you access, download, or print a copy of the content you must include all copyright, trademark, and other notices that appear within the website, including the copyright notice on the bottom of the page. No right, title or interest in any downloaded or copied content is transferred to you as a result of any such downloading or copying or any other use. If you believe any content, whether entered by us or by another user, violates the copyright or other proprietary rights of a third party please notify us immediately, specifically identifying the content in question and the web page on which it appears, as well as the true copyright owner and any supporting information, and we will take appropriate action.

User Comments, Feedback and Other Submissions. All comments, feedback, ideas, and other submissions provided to us or on through the website or through any other method submitted or offered in connection with the website, such as by email, telephone, at our stores, or by mail (collectively, the "comments") are and will be and remain the sole and exclusive property of Signature Soy, including all copyright or other intellectual property rights therein. Providing your comments to us constitutes an assignment to Signature Soy of all worldwide right, title and interest in and to all copyrights and other intellectual property rights in the comments. In the event applicable law prohibits such assignment of the intellectual property rights in the comments, you hereby grant us an exclusive, perpetual, royalty-free, worldwide, license to use, copy, distribute, modify, sublicense, assign, and create derivative works involving the comments. All comments are deemed non-confidential, and we are not under any obligation to reply to any comments. You grant us the right to use your name in connection with the submitted comments and in connection with all advertising, marketing and promotional activity.

Rules for Access. By accessing the website, you agree that:

- a. You will not knowingly provide or enter any false, misleading, or fraudulent information.
- b. You will not use the website for any illegal purpose, nor will you provide or enter any material or information in violation of any applicable law or regulation.
- c. All information and content provided or entered by you must be original to you, and not violate the copyright or other proprietary rights of any third party.
- d. Information provided or entered by you must not violate the rights of any third party, including trade secret or privacy rights. In addition, information provided or entered by you must not be defamatory, harassing, offensive, threatening, obscene, or otherwise inappropriate or disruptive.
- e. You will not hold yourself out as someone you are not or otherwise impersonate any other person.

- f. You will not interfere or tamper with the functioning of the website, nor will you attempt to gain access to information or control of the website not specifically granted to you.
- g. You will not use the website to transmit any spyware, virus or similar destructive program or code.
- h. You will not compile any database or list of other website visitors, nor will you use the website to facilitate the sending of any spam (unsolicited emails), bulk email, or email offering to sell goods or provide services, except as specifically authorized in conjunction with our email marketing services. In no event will you send emails that would violate the CAN-SPAM act in any way.
- i. You will not access or attempt to access any restricted portion of the website unless you have specifically been granted access.
- j. You will abide by any other rules for participation in any newsgroups, chat rooms, forums or similar features on the website. Without limiting this, you will not enter advertisements in newsgroups, chat rooms, or forums in violation of the terms of participation for such newsgroups or forums, or on topics not intended for such newsgroups, chat rooms or forums.

We may discontinue all or part of the website at any time. We may block or limit your access to the website if: (a) you violate these Terms; (b) you violate any applicable law or regulation relating to your use of the website; (c) you engage in any conduct which we, in our sole discretion, believe is offensive, harmful, defamatory, or otherwise harmful to us or others.

Links. The website may contain links to websites operated by other entities, or display information or website Content regarding products or services offered by others. These other sites and other entities are not under our control, and we are not responsible for the website Content available on any other Internet sites linked to the website or any action or inaction of any third party. We do not endorse or warrant the goods or services of any third party. You may visit other linked sites or engage in business with any third party at your own risk.

Privacy. Please review our Privacy Policy to understand our privacy practices. By using the website, you also agree to the most-recent version of the Privacy Policy. We may change the Privacy Policy at any time, and such changes will be entered on the Privacy Policy page or a similar page of the website.

Warranty Disclaimer. THE WEBSITE AND OUR PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. SIGNATURE SOY EXPRESSLY DISCLAIMS ANY DUTY TO UPDATE OR REVISE THE WEBSITE OR ANY CONTENT, ALTHOUGH WE MAY MODIFY THE CONTENT AT ANY TIME WITHOUT NOTICE. USE OF THE WEBSITE IS AT YOUR SOLE RISK, AND YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF THE WEBSITE. SIGNATURE SOY MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU ARE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS TO ENSURE THAT ANY WEBSITE CONTENT YOU MAY OBTAIN FROM THE WEBSITE IS FREE OF VIRUSES. YOU FURTHER ACKNOWLEDGE THAT WE SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THE WEBSITE.

Limit of Liability. SIGNATURE SOY IS NOT AND WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE PRODUCTS, THE USE OF THE WEBSITE OR FROM ANY INFORMATION OR CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE, SERVICES, AND ALL WEBSITE CONTENT IS TO STOP USING THE WEBSITE AND WEBSITE CONTENT. IN ADDITION, IF FOR ANY REASON ALL OR PART OF THE FOREGOING LIMITATIONS ARE DEEMED INVALID, OUR MAXIMUM AGGREGATE LIABILITY TO YOU WILL BE EQUAL TO THE MONEY YOU HAVE PAID TO US FOR THE PRODUCTS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Miscellaneous. These Terms will be construed in accordance with the laws of the State of North Dakota, without regard to any conflict of law provisions. Any dispute arising under these Terms will be resolved exclusively by the state and/or federal courts of the State of North Dakota. You agree and submit to the jurisdiction and venue of such courts. You agree that in the event you have or may have any alleged claim against Signature Soy or any of our vendors or agents, you will pursue such claim only in your individual capacity, and you will not agree to join or be a part of any class action, consolidated action, or similar action. You also agree that your damages are limited as set forth elsewhere in these Terms. You agree to defend, indemnify and hold us harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the website and/or your breach of these Terms, including attorneys' fees. If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will be enforced. Our failure to act with respect to any failure by you or to others to comply with these Terms does not waive our right to act with respect to subsequent or similar failures.

OUR CONTACT INFORMATION

If you have questions or comments about these Terms, please contact us info@signaturesoy.com or call us at (701) 566-0558.