

Dairy Farmers of America, Inc.

Website User - Terms of Use

Last Modified: September 1, 2018

IMPORTANT – READ CAREFULLY: BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE AND ANY OTHER DFA POLICIES AVAILABLE ON THE WEBSITE (INCLUDING, BUT NOT LIMITED TO, OUR PRIVACY FOUND AT WWW.DFAMILK.COM), WHICH ARE INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR ANY OTHER DFA POLICIES, YOU MUST NOT ACCESS OR USE THE WEBSITE.

ACCEPTANCE OF THE TERMS OF USE

These terms of use are entered into by and between you the user (“**you**” or “**your**”) and Dairy Farmers of America, Inc. (together with its subsidiaries, affiliates, and/or other related companies, “**DFA**”, “**we**”, “**our**” or “**us**”). The following terms and conditions, together with any documents incorporated herein by reference (collectively, these “**Terms of Use**”), shall govern your access to and use of www.dfamilk.com and/or our subdomain websites, including, but not limited to, any Website Content (as defined herein), functionality, resources and services offered on or through www.dfamilk.com and/or our subdomain websites (collectively, the “**Website**”) except as otherwise provided herein. The Website is offered and available to users who are eighteen (18) years of age or older. By using the Website, you represent and warrant that you are eighteen (18) years of age or older; if you are not eighteen (18) years of age or older, you must not access or use the Website. DFA also owns and hosts websites other than the Website; such other DFA websites may have their own terms of use.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion without notice. All changes shall be effective immediately when we post them to the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the revised Terms of Use. It is your obligation to check this page often for revisions to these Terms of Use.

WEBSITE ACCESS

We may withdraw or amend the Website (or any portion thereof), and any service or material we provide on the Website, as applicable, at any time without notice in our sole discretion. We will not be liable for any reason if all or part of the Website is unavailable for any period. To access the Website (or any portion thereof), you may be asked to provide certain Registration Data (as defined herein), other information and/or agree to additional terms of use governing your use. It is a condition of your use of the Website that all information you provide on or to the Website be correct, current and complete.

YOUR ACCOUNT

To access certain features of the Website, you may be required to create an account as a part of DFA's security procedures, including, but not limited to, creating a username and password, and providing certain other registration or account information (collectively, "**Registration Data**"). Your account is personal to you and you are solely responsible for any and all acts or omissions that occur through the use of your account, whether or not permitted or authorized by you. You must (i) treat all Registration Data as confidential; (ii) not disclose Registration Data to any third-party; and/or (iii) not provide any other person with access to the Website or any portions of it using your Registration Data. Additionally, you may not use your account to gain or attempt to gain unauthorized access to any portion of the Website (including, but not limited to, accessing another user's account). You agree to notify DFA immediately of any unauthorized access to your account or use of your Registration Data. You also agree to ensure that you exit from your account at the end of each session. We reserve the right to disable your account at any time if, in our opinion, you have violated these Terms of Use.

NO UNLAWFUL OR PROHIBITED USE

You represent and warrant to us that you will not use the Website (or any portion thereof) for any purpose that is against applicable local, state or federal laws, rules or regulations or otherwise prohibited by these Terms of Use. Specifically, you agree to comply with all applicable laws regarding the transmission of data exported from the United States or the country in which you reside. You must not use the Website (directly or indirectly) to: (i) transmit, or procure the sending of, any advertising or promotional material; (ii) impersonate or attempt to impersonate DFA, a DFA employee, another user or any other person or entity; or (iii) engage in any other conduct that restricts or inhibits another user's use or enjoyment of the Website, or which, as determined by us, is detrimental to DFA. Additionally, you further agree to not (directly or indirectly): (a) use any process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent; (b) introduce any viruses or other material that is malicious or technologically harmful; (c) attempt to gain unauthorized access to, interfere with, damage or disrupt the Website; or (d) otherwise attempt to interfere with the proper working of the Website. If you violate these Terms of Use, your permission to use the Website shall automatically end (without notice from us to you).

INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features and functionality, software, text, images, graphics, video and audio ("**Website Content**") are owned by DFA 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 (i) permit you to use the Website for non-commercial use only (except as otherwise permitted on the Website) and (ii) convey no right, title, or interest in or to the Website or any Website Content. You must not: (a) modify, reproduce, transmit or distribute copies of Website Content except as otherwise expressly permitted by these Terms of Use; (b) use any Website Content separately from the

accompanying text; or (c) delete or alter any copyright, trademark or other proprietary rights notices from Website Content. Any use of the Website not expressly permitted by these Terms of Use constitutes a breach of these Terms of Use and may violate copyright, trademark and other applicable laws. All rights not expressly granted hereunder are reserved by DFA.

TRADEMARKS

DFA's name and trademarks and all related names, logos, product and service names, designs and slogans are trademarks of DFA or its affiliates/subsidiaries (the "**Marks**"). You must not use the Marks in any manner without the prior written permission of DFA or its appropriate affiliates/subsidiaries. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

LINKING

You may link to the Website's homepage, provided you do so in a way that is fair and legal and does not damage DFA's reputation (in any manner), but you must not establish a link in such a way as to suggest any form of association, approval or endorsement by DFA without our express written consent. You may not: (i) link from any website that is not owned by you; (ii) cause the Website or any portion thereof to be displayed, or appear to be displayed on any other site; or (iii) link to any other part of the Website other than the homepage.

RELIANCE ON INFORMATION POSTED

The information and/or materials presented on or through the Website ("**Website Information**") are made available solely for general information purposes. We do not represent or warrant the accuracy, completeness or usefulness of Website Information. Any reliance you place on any Website Information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on any Website Information by you or by any third-party who may be informed of any Website Information.

THIRD-PARTY CONTENT

The Website may include third-party content ("**Third-Party Content**"), including, but not limited to, materials, references or resources provided by news or media outlets, other users, bloggers and third-party licensors, aggregators and/or reporting services and articles and responses to the foregoing. Opinions expressed in Third-Party Content, other than the content provided by DFA, are solely the opinions and the responsibility of the person or entity providing such Third-Party Content. Third-Party Content does not necessarily reflect the opinion of DFA. Certain Third-Party Content on the Website may include hyperlinks to third-party websites. DFA does not control or endorse content from such third-party websites and any access by you to third-party websites from the Website shall be entirely at your own risk. Links and access to these sites are provided for your convenience only. When you leave the Website to access Third-Party Content you do so entirely at your own risk and subject to the terms and conditions of use (and applicable privacy

policy) for such websites. We are not responsible or liable to you, or any third-party, for the content or accuracy of any Third-Party Content.

INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE

All information we collect on the Website is subject to our Privacy Policy, available at www.dfamilk.com. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

PRODUCTS, SERVICES, ORDERS AND PRICING

We may accept orders for DFA products or services on the Website. While we use our best efforts to fulfill all orders, DFA cannot guarantee the availability of any particular product, service or price displayed on the Website. The inclusion of any products or services on the Website at a particular time does not imply or warrant that these products or services will be available at any time. DFA reserves the right to (i) change any product, service or price listed on the Website at any time without notice; (ii) limit the order quantity on any product, service and/or refuse to sell a particular product or provide services to you; and (iii) revoke any stated offer and to correct any errors, inaccuracies or omissions (including, but not limited to, after an order has been submitted and accepted). We may require additional verifications or other information prior to the acceptance and/or shipment of any order. Your receipt of an order confirmation from us does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We make all reasonable efforts to accurately display the attributes of our services and products, including, but not limited to, the applicable colors of such products; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors.

The prices displayed on the Website are quoted in U.S. Dollars, are valid and effective only within the United States and do not include shipping and handling or sales taxes, if applicable, which will be added to your total invoice price. You are responsible for the payment of any shipping and handling charges and state and local sales or use taxes that may apply to your order.

For further information about purchasing products from DFA, please read our Shipping & Returns Policy available on the Website.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT OF ANY PROBLEM WITH THE PRODUCTS THAT YOU MAY HAVE PURCHASED THROUGH THE WEBSITE, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO SEEK A RETURN AND REFUND FOR SUCH PRODUCT IN ACCORDANCE WITH THE SHIPPING & RETURNS POLICIES AVAILABLE ON THE WEBSITE.

COPYRIGHT COMPLAINTS

DFA respects the intellectual property rights of others. If you believe that any material contained on the Website infringes your copyright or other intellectual property rights, you

should notify us of your copyright infringement claim in accordance with the following procedure. DFA will process notices of alleged infringement which it receives and will take appropriate action as required by the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws. The DMCA requires that notifications of claimed copyright infringement should be sent to the Website's Designated Agent who is:

By mail: DMCA Copyright Agent
c/o Dairy Farmers of America, Inc.
1405 N 98th Street
Kansas City, Kansas 66111
By phone: (816) 801-6455
By email: dmca@dfamilk.com

To be effective, your notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

- 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 the service provider to locate the material;
- 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;
- 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
- A statement, made under penalty of perjury, that the information in the notification is accurate and that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE (OR ANY PORTION THEREOF) AND THE SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE AT YOUR SOLE RISK. THE WEBSITE, ANY PORTION THEREOF AND THE SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY

WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT). NEITHER DFA NOR ANY PERSON ASSOCIATED WITH DFA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, ANY PORTION THEREOF AND THE SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER DFA NOR ANYONE ASSOCIATED WITH DFA REPRESENTS OR WARRANTS THAT THE WEBSITE, ANY PORTION THEREOF OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE (OR ANY PORTION THEREOF) IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE, ANY PORTION THEREOF OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PROVIDED BY LAW, (I) IN NO EVENT WILL DFA BE LIABLE, UNDER ANY LEGAL THEORY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY (A) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER AND/OR (B) DAMAGES FOR LOSS OF PROFITS, OPPORTUNITIES, REVENUES, INVESTMENTS, GOODWILL, DATA OR OTHER INTANGIBLE LOSSES; AND (II) THE MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE OR ANY PORTION THEREOF (UNDER ANY LEGAL THEORY) SHALL NOT EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID DFA THROUGH YOUR USE OF THE WEBSITE OR ANY PORTION THEREOF. YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE WEBSITE OR ANY PORTION THEREOF MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

INDEMNIFICATION

You agree to defend, indemnify, and hold DFA and its respective directors, officers, employees, and agents ("**Indemnitees**") harmless against all claims, expenses, liabilities, losses, costs and damages, including, but not limited to, reasonable attorney's fees, that the Indemnitees may incur in connection with or arising out of your use of the Website (or any portion thereof).

CHOICE OF LAW

These Terms of Use shall be governed by and construed under the laws of the State of New York, USA, without giving effect to any principles of conflicts of law. You consent to the exclusive jurisdiction and venue of the state or federal courts located in and serving the State of New York, USA.

MISCELLANEOUS

These Terms of Use embody the entire understanding and agreement between the parties respecting the subject matter of these Terms of Use and supersede all prior understandings and agreements between the parties respecting such subject matter. These Terms of Use have been prepared in the English language and such version shall be controlling in all respects and any non-English version of these Terms of Use is solely for accommodation purposes. All rights and remedies of DFA upon your breach or other default under these Terms of Use will be deemed cumulative and not exclusive of any other right or remedy conferred by these Terms of Use or by law or equity on DFA, and the exercise of any one remedy will not preclude the exercise of any other. Failure by DFA to exercise any of its rights under, or to enforce any provision of, these Terms of Use will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be deemed amended to the minimum extent necessary to make it valid and enforceable, and the remainder of these Terms of Use will remain in full force and effect. The captions and headings appearing in these Terms of Use are for reference only and will not be considered in construing these Terms of Use. All notices or other correspondence to DFA under these Terms of Use must be sent to the following electronic mail address for such purpose: valueintegrity@dfamilk.com or the following physical address:

Dairy Farmers of America, Inc.
Attn: Renee Cool
1405 N 98th Street
Kansas City, Kansas 66111