

## SUGAR MEMBER PORTAL ACCEPTABLE USE TERMS

Effective: May 1, 2019

**If you are not a Member of SUGAR, as defined below, you do not have permission to use the SUGAR Member Portal services. By using the Services you are representing and warranting that you understand the restrictions of the Services and are eligible to use the Services.**

**This Agreement is void where prohibited by law, and the right to access the Services is revoked in such jurisdictions.**

### 1. Introduction and Description of Services

These Acceptable Use Terms (the “**Agreement**” or “**Terms**”) are an agreement between you and SUGAR Growers and Refiners, Inc. (“**SUGAR**”, “**us**”, “**our**” or “**we**”) and set forth the legally binding terms for your use of <https://portal.sugarlouisiana.com/>, and any other websites owned by SUGAR and successor websites (collectively and individually the “**Site**”), and other interactive platforms, including but not limited to any and all mobile websites and applications (the Sites and our other interactive platforms are collectively referred to herein as the “**Applications**”). These Terms apply to the services, software, content, and information the Applications provide (collectively or individually, with the Site and the Applications, the “**Service(s)**”).

The Services provide a web-based platform to provide information to the members of SUGAR (“**Member(s)**” or “**User(s)**”). Upon each Member’s activation of its account the Member will be assigned a Member Portal (“**Portal**”) containing information specific to the Member’s membership with SUGAR. The Portal contains general information, including announcements from SUGAR, and information specific to the Member assigned such Portal, which may include the Member’s membership status, the Member’s Historical Annual SUGAR Production, the number of Growing Units (“**GU(s)**”) owned by the Member, and the amount of patronage or funds the Member has received from SUGAR (collectively, the “**Member Records**”). The Services may, from time to time, provide a GU marketplace where Members may sell and purchase GUs on a temporary or permanent basis (the “**GU Exchange**”). In the event a Member believes their Member Records maintained on the Services or their information listed on the GU Exchange is incorrect, please email us at [support@sugar-coop.com](mailto:support@sugar-coop.com).

Your use of the Services remains subject to the terms and conditions provided by the Articles of Incorporation of SUGAR recorded with the Secretary of State of Louisiana on May 17, 2006, as amended from time to time, the Bylaws of SUGAR as amended from time to time, the SUGAR Membership Agreement, as amended from time to time, the SUGAR Policy on Growing Units, as amended from time to time, and other policies, rules and regulations as adopted from time to time (collectively referred to as, the “**Membership Documents**”).

The information contained on the Services is derived from SUGAR’s membership records, or from your submission of such information, and is being provided to Members of the Services to provide the Members of SUGAR with increased access to each such Members membership records. Any GU Exchange is provided to assist Member’s in buying or selling GUs to or from other Members of SUGAR. Any buying, selling, bidding, listing, or other actions associated with the GU Exchange are further subject to the terms

and conditions provided through the Services and these Terms, the [Temporary Transfer of Growing Units Agreement](#) or [Permanent Transfer of Growing Units Agreement](#) (as applicable), and the Membership Documents, including, without limitation, the [Policy on Timing of GU Transfers and Patronage Distributions](#), the [Policy on Growing Units](#), the [Policy on Cooperative Creation of Growing Units](#), the [Policy on Cooperative Administration of Growing Units](#), all as adopted and amended from time to time, and any additional GU policies adopted by SUGAR from time to time (collectively, the “**GU Exchange Policies**”), and the terms and conditions associated with your status as a Member of SUGAR. The Member Portals are only available for active Members of SUGAR, SUGAR reserves the right, in its sole discretion, to approve or deny any request for a Member Portal, and further reserves the right to revoke a Member’s access to their Portal for a violation of these Terms or for any other reason, or no reason at all, as determined appropriate in SUGAR’s sole discretion.

## **2. Acceptance of Terms of Service**

By accessing the Applications or using the Services you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by these Terms, and are a Member in good standing with SUGAR and in compliance with all Membership Documents. This Agreement governs the acceptable use of the Services and content accessed through the Applications, and your rights, obligations and restrictions regarding your use of the Services. Please see our Privacy Policy found at <https://portal.sugarlouisiana.com/> which is incorporated into these Terms by reference, for more information about how we collect, use, and share information about our Users.

**Updates to Terms.** We reserve the right to update or change these Terms at any time by posting the most current version of the Terms on the Site or Application with a new Effective Date shown. All such changes in the Terms shall be effective from the date of posting thereof (which is the “Effective Date”). Your continued use of the Applications and Services after we post any changes to the Terms signifies your agreement to any such changes. If you do not agree to these Terms, you must discontinue using the Applications and/or Services. In the event of any conflict or inconsistency between these Terms, our Privacy Policy, or any rules, restrictions, limitations, terms and/or conditions that may be posted at various points in the Applications or otherwise communicated to Users of the Services, we shall determine which rules, restrictions, limitations, terms and/or conditions shall control and prevail in our sole discretion, and you specifically waive any right to challenge or dispute such determination. Further, the subscription of certain Services may be conditioned upon your acceptance of and adherence to additional terms and conditions, which are deemed to be incorporated herein.

**Term.** This Agreement will remain in full force and effect while you use the Services. We can suspend or terminate your access to the Applications or Services, in whole or in part, at any time, immediately and without notice. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

**Electronic Form/Communications.** By accessing the Applications or Services, you consent to having this Agreement provided to you in electronic form and receiving communications from us electronically. We may communicate with you by postal mail, e-mail, by posting notices on the Sites, or through digital notifications sent through the Applications (the “**Notifications**”). You agree that all agreements, notices, disclosures, and other communications we provide to you electronically satisfy any legal requirements that such communications be in writing.

### 3. Use of the Services

**Carrier/Internet Charges.** You are responsible to pay carrier data, messaging, and other fees resulting from accessing any Applications, using the Services, or the Notifications. Data and messaging (including SMS text messages) plans may be required to use the Services on mobile devices. Data and messaging charges, fees, and taxes from your carrier or internet service provider may apply.

**Service Content.** The Applications permit Users to post or submit information in the GU Exchange, including, without limitation, the quantity and pricing information of GU's, which information is reviewable by other Members upon such posting. The Applications also contain the Member Records which may include membership or administrative documents pertaining to a specific Member. The Member Records may be uploaded by you or by SUGAR and shall be reviewable only by the associated Member and SUGAR (collectively, the "**Service Content**").

**Member Use.** The Applications and the Services offered are intended for your use as a Member of SUGAR, which use must always be in accordance with these Terms. You agree that you will not, unless specifically permitted by us: (i) copy, display or distribute any part of the Service Content or Applications, in any medium, without our prior written consent, or (ii) alter or modify any part of the Applications other than as may be reasonably necessary to use the Applications for their intended purpose. You further agree that you will not use any manual or automated devices, such as spiders, crawls, scrapes, robots or data mining techniques to catalog, download, store or otherwise reproduce, store or distribute Service Content or to manipulate the Services.

**GU Exchange Transactions.** The GU Exchange is, or will be, available for use by individuals who can enter into legally binding contracts under applicable law. Your actions within the GU Exchange, whether bidding, buying, listing, or selling, are final and binding actions by you which are further subject to the GU Exchange Policies and the Membership Documents. You acknowledge that you accept such terms and full liability for all information and transactions submitted by your Member Portal, including the obligation to pay in full and on time any amount due under any trade order for GUs entered into by your Member Portal. You acknowledge that you accept full liability for any listing of GUs for sale on the GU Exchange from your Member Portal, including the obligation to sell such GUs at the bid price stated on a trade order accepted by your Member Portal. Upon approval of a trade order by the Member seller and Member purchaser, and subject to SUGAR's final approval, GU Exchange transactions are irrevocable as to such Member seller and Member purchaser and cannot be amended or corrected, even if submitted in error and notified to us. Whether buying, selling, listing, or bidding on the GU Exchange, you acknowledge that all transactions are subject to SUGAR's final approval and the terms and conditions of the Membership Documents. You further acknowledge that SUGAR reserves the right to edit, remove, terminate, postpone, or suspend any information or content published on the GU Exchange, and to terminate, postpone, or suspend your access to the GU Exchange, in its sole discretion at any time and without notice.

**Permission to Reprint.** Requests to use the Service Content for any purpose other than as permitted in these Terms should be directed to [support@sugar-coop.com](mailto:support@sugar-coop.com).

**No Interference.** You will take no action to interfere with, interrupt, destroy or limit the functionality of the Services or any computer software or hardware or telecommunications equipment. You may not use the Applications or Services in any manner that could damage, disable, overburden, or impair any SUGAR server, or the network(s) connected to any SUGAR server, or interfere with any other party's use and

enjoyment of any Applications or Services. You may not attempt to gain unauthorized access to any Applications or Services, other accounts, computer systems or networks connected to any SUGAR server or to any of the Applications or Services, through hacking, cracking, distribution of counterfeit software, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Applications or Services. You may not reverse engineer, decompile or disassemble any software accessed through Applications or Services, including any proprietary communications protocol used by SUGAR.

**Modification to Services.** We have the right to modify the Services, Applications and Service Content at any time, in our sole discretion. Your only right with respect to any dissatisfaction with any modifications made pursuant to this provision, or any policies or practices of SUGAR in providing the Services, Service Content or any other services is to stop using the Services as set forth herein.

**Accurate Information.** For purposes of identification of Members and assigning Member Portals, you agree to provide SUGAR with accurate, complete, and updated information required when signing up for the Services, including your Member name, the name of the entity you operate under, your Member ID, your email, your Social Security Number or Tax Identification Number, and agree to complete and submit a valid and correct Internal Revenue Service Form W-9 (collectively, “**Account Information**”). Failure to comply with this provision (including without limitation falsification of any Account Information) may, at our option, result in immediate suspension or termination of your User account and your right to use the Services.

**Tax Identification and Consent to Electronic Signature.** SUGAR is required to maintain tax identification information by the IRS for each Member to which it issues payments. In order to comply with these requirements, you will be required to submit a valid and complete IRS Form W-9 prior to your use of the Services. In order to expedite this process, we have incorporated a system allowing for the electronic submission of your Form W-9. During the registration of your Member Portal you will be required to consent to SUGAR’s acceptance of your electronic submission of the Form W-9. If you do not consent to SUGAR’s acceptance of your electronic submission, you will be required to complete and sign the W-9 and upload it to your Member Portal. Please note that until SUGAR receives a valid and complete Form W-9, you will not be able to access all of the features of the Services.

You are required to notify SUGAR of any change to your tax identity information that may invalidate your Form W-9 by contacting us at [support@sugar-coop.com](mailto:support@sugar-coop.com). Such changes include, without limitation, a change of your legal name, a change of your domicile, or a change of your business Tax Identification Number (TIN) from your Social Security Number (SSN) to an Employer Identification Number (EIN).

Your completed W-9 form will not be made available by SUGAR for review by other Members or Users of the Services. Further, your SSN and/or TIN will be encrypted to protect the information from unintended disclosure.

**Account Updates.** If your Account Information changes, you are responsible for updating such information. Account Information updates should be made online through your Portal.

**Security.** We have implemented commercially reasonable technical and organizational measures designed to secure User Account Information and Member Records from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third

parties will never be able to defeat those measures or use personal information for improper purposes. You acknowledge that you provide personal information at your own risk. Further information regarding our use, disclosure, and retention of personal information can be found in our Privacy Policy.

**Other Members.** The Services may contain Member Records of other SUGAR Members, you agree that any communications, information, Member Records or Account Information of other Members, you review or receive through the Services shall be used by you in accordance with these Terms, including the User Requirements set forth below, and the Membership Documents.

**Removal.** We have no obligation to monitor the Service Content. However, we reserve the right to review materials contained on the Services and to remove any Service Content at any time, without notice, for any reason and in our sole discretion. SUGAR specifically disclaims any liability with regard to the Service Content and any actions resulting from your participation in the Services. Our moderators may monitor the Service Content on the Services but we cannot monitor all of the Service Content at all times. If you encounter something you find objectionable, incorrect, or in violation of these Terms, please report it to us at [support@sugar-coop.com](mailto:support@sugar-coop.com).

**User Requirements.** You agree that you may not access or use your Portal or the Services in order to:

- Use such Services in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- Publish, post, upload, transmit, distribute or disseminate content that is illegal, harmful, abusive, threatening, bullying, vulgar, sexually or otherwise explicit, defamatory, obscene, embarrassing, unwanted, hateful or racially, ethnically or, in a reasonable person's view, otherwise offensive or objectionable or encourage others to do so.
- Use, upload, transmit, distribute or otherwise make available any material or information, which contain any materials that could infringe any copyright, trademark, patent, trade secret, publicity or privacy right or any other proprietary right or disclose any trade secret of or violate any confidential obligation of any person or entity.
- Use, upload, transmit, distribute or otherwise make available any material or information, which contain any materials that violate any law, statute, ordinance, or regulation.
- Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files or data, or any other similar software or programs that may damage the operation of the Applications or Services or other Users' computers or devices.
- Except as expressly authorized by SUGAR, advertise or offer to sell or buy any goods or services for any purpose.
- Falsify, delete or disable any copyright management information, such as author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Collect in any way personal information about others, including e-mail addresses, password or other account information or use such information to send unsolicited emails or other communications.

- Impersonate or create a false identity for the purpose of misleading others.
- Jeopardize the security of your account or Portal in any way, such as allowing someone else access to your account or password.
- Copy or store any significant portion of the Service Content or Services.
- Use, download or otherwise copy, or provide (whether or not for a fee) to a person or entity any directory of Users of such Services or other User or usage information or any portion thereof.
- Improperly use support or complaint buttons or make false reports to our moderators.
- Use, develop or distribute “auto” software programs, “macro” software programs or other “cheat utility” software program or applications.
- Use the Services for fraudulent transactions.
- Sell, buy, or transfer access to your account.
- Exploit, distribute or publicly communicate any error, miscue or bug which gives an unintended advantage.

Any information distributed on the Services in violation of these User Requirements, in our sole discretion, may be deleted from the Services. To report any violations of these User Requirements please contact us at [support@sugar-coop.com](mailto:support@sugar-coop.com).

#### **4. Proprietary Rights**

The Services and all material published on the Services, including, but not limited to text, photographs, video, text, graphics, music, images, animations, audio, text, “applets” incorporated into the software, data, sounds, messages, comments, ratings, and other materials on or associated with the Applications or Services is owned by SUGAR or its licensors and is protected by laws governing copyrights patents, trademarks, trade secrets and/or other proprietary rights. In addition, we own a copyright in the selection, coordination, arrangement and enhancement of such content and a copyright in the Applications and Services. All trademarks, service marks, trade names, and trade dress appearing on the Sites or Applications (“**Marks**”) are proprietary to SUGAR and/or our licensors or licensees. You agree not to copy, reproduce, publish, transmit, distribute, perform, sell, create derivative works of, or in any way exploit, any of the Marks, the Content, Applications or the Services, in whole or in part, without our prior written consent. You may download Service Content for your use only as provided in these Terms, or as may be otherwise permitted by us from time to time, provided that you do not alter any such Content and you keep intact all copyright and other proprietary notices and you do not use the Content in any way that would express or imply an association between you and the services of SUGAR or any third party. You acknowledge that you do not acquire any ownership rights in any Service Content downloaded from the Services. Copying or storing of Service Content for other than personal use is expressly prohibited without prior permission from us or the owner of the Service Content. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of SUGAR without express written consent. You may not use any “meta tags” or any other “hidden text” utilizing our name or trademarks without the express written consent of us. You may not use any SUGAR logo or other proprietary graphic or trademark as part of any link without express written

permission. If you engage in any uses not permitted by these Terms, all permissions or licenses granted by us in these Terms shall automatically terminate.

**Limited License.** In consideration of your status as a Member of SUGAR, we grant to you a limited, non-perpetual, non-exclusive, non-transferable, non-sublicensable license to: (i) use the Applications on devices which are owned by you, under your control and which meet the specifications provided herein, and (ii) view, review, and utilize the Services and any related information provided to you by us. In all cases your use of the Sites, Applications, and Services is limited to that which is in accordance with these Terms. You understand that you have no rights to the Applications or Services or any other SUGAR property, including any propriety information or intellectual property, except as we indicate in these Terms.

## 5. Copyright Claims

SUGAR has adopted and implemented a policy for addressing claims of copyright infringement, and for the termination, in appropriate circumstances as determined by us in our sole discretion, of Users who are infringers of copyright. Further, we reserve the right to terminate, discontinue, suspend and/or restrict the ability to visit and/or use the Service or remove, edit, erase or disable any Service Content which allegedly infringes another person's copyright. It is our policy to terminate the access of repeat offenders. We are under no obligation to, and do not, scan content posted for any violations of third party rights, however, we respect the copyright interests of others and it is our policy not to permit materials known by us to infringe another party's copyright to remain on the Applications or the Services. If you believe any materials on the Applications or the Services infringe a copyright, you should provide us with written notice that at a minimum contains:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Services;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and,
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Notice of claims of copyright or other intellectual property infringement should be delivered as follows:

By email: [support@sugar-coop.com](mailto:support@sugar-coop.com)

## 6. General

**Age Requirements.** You represent and warrant that you are at least eighteen (18) years old and that you possess the legal right and ability to enter into this Agreement and to use the Applications and Services in

accordance with these Terms. If you are not 18 years old, you are not allowed to use the Services. If we have any reason to believe you do not meet these age requirements we reserve the right to terminate your access to the SUGAR Application and Services.

**Links.** You may be able to access other websites or resources through links found within the Services. Because we have no control over such sites and resources, you acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable for any content, advertising, products or other materials available from such sites or resources nor do we endorse any such sites or the products or services accessible on such sites. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource. Your use of other websites and resources is not subject to these Terms and our Privacy Policy, but instead will be subject to any terms and policies associated with such external websites or resources.

## **7. Legal Notices**

**Disclaimer of Warranties.** SUGAR AND ITS BUSINESS PARTNERS WILL NOT BE HELD LIABLE, UNDER ANY CIRCUMSTANCE, FOR YOUR USE OF THE APPLICATIONS OR SERVICES AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE INFORMATION AND MATERIALS APPEARING ON THE APPLICATIONS OR SERVICES, ALL OF WHICH ARE PROVIDED "AS IS." WE MAY MAKE IMPROVEMENTS AND/OR CHANGES IN APPLICATIONS OR SERVICES AT ANY TIME INCLUDING CHANGES TO THESE TERMS. WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT, SERVICES, PRODUCTS, LINKS OR OTHER ITEMS CONTAINED HEREIN. WE DO NOT MAKE ANY REPRESENTATIONS THAT APPLICATIONS, SERVICES, OR THEIR CONTENTS WILL BE ERROR FREE OR THAT DEFECTS WILL BE CORRECTED OR THAT APPLICATIONS OR SERVICES SHALL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ALL CONTENT, PRODUCTS AND THIRD PARTY SERVICES ON THE SUGAR APPLICATIONS AND SERVICES, OR OBTAINED FROM A SITE TO WHICH THE SERVICES ARE LINKED, ARE PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR THE MERCHANTABILITY OF ANY PRODUCT OR SERVICE ACCESSED FROM THE APPLICATIONS, SERVICES OR A LINKED SITE. OTHER THAN AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCE WILL WE BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE APPLICATIONS, SERVICES OR A LINKED SITE, OR YOUR RELIANCE ON ANY PRODUCT OR SERVICE OBTAINED FROM THE APPLICATIONS, SERVICES OR A LINKED SITE.

**Liability Limitation.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SUGAR, ITS AFFILIATES OR ITS BUSINESS PARTNERS BE LIABLE TO YOU (OR ANY THIRD PARTY MAKING CLAIMS THROUGH YOU) FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS, DATA, OR OTHER INTANGIBLES, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, UNAUTHORIZED ACCESS TO AND TAMPERING WITH PERSONAL INFORMATION OR



TRANSMISSIONS, ARISING OUT OF OR RELATED TO THE USE, INABILITY TO USE, UNAUTHORIZED USE, PERFORMANCE, OR NON-PERFORMANCE OF THE APPLICATIONS OR THE SERVICES, EVEN IF WE HAVE BEEN ADVISED PREVIOUSLY OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, WAIVERS AND LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. MOREOVER, UNDER NO CIRCUMSTANCES WILL WE, OUR LICENSORS OR LICENSEES, BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM AN ACT OF FORCE MAJEURE OR CAUSES BEYOND OUR OR THEIR REASONABLE CONTROL. WE MAY CHANGE OR DELETE CONTENT OR FEATURES OF OUR SERVICES IN ANY WAY, AT ANY TIME AND FOR ANY REASON, OR NO REASON. IF ANY PART OF THESE WARRANTY DISCLAIMERS OR LIMITATIONS OF LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN OUR AGGREGATE LIABILITY FOR ALL CLAIMS UNDER SUCH CIRCUMSTANCES FOR LIABILITIES SHALL NOT EXCEED \$20. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE TERMS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**Indemnity/Release.** You understand that you are personally responsible for your behavior, and any behavior associated with the use of your account and Portal, while on the Applications or using the Services and agree to indemnify and hold SUGAR, and its affiliates, business partners, distributors, agents, representatives and other authorized users, and their respective officers, directors, employees, and agents (collectively, the “**Indemnified Parties**”), harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys’ fees) that the Indemnified Parties may incur in connection with any claim arising out of or related to your use of the Applications or Services or your violation of either these Terms, applicable law or the rights of any third party.

**Access to Services.** SUGAR reserves the right to perform regular or planned or unplanned maintenance which may disrupt access to the Applications and Services, and you may or may not be notified of these changes before they occur. We also reserve the right to change, modify, discontinue, suspend or abandon the Applications or any of the Services at any time for any reason with or without notice to you and that we will not be liable to you or any third party as a result of such termination, modification, discontinuance or abandonment. No refunds of the subscription fees will be given for such disruptions of the Services.

**Availability and Use Outside of the United States.** The Services are controlled from facilities in the United States and are provided for use within the United States. Those who access or use the Services from other jurisdictions do so at their own volition and are responsible for compliance with applicable law.

**No Third Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

**Governing Law/Disputes.** These Terms shall be governed by and construed in accordance with the laws of the State of Louisiana without application of conflict of laws rules. You hereby waive your rights to a trial by jury of any claim, cause of action, or dispute arising out of, or in any way connected with the Services or this Agreement. You agree that in the event of any dispute between us, you will first contact us and make a good faith sustained effort to resolve the dispute before resorting to more formal means of resolution, including without limitation any arbitration or court action. Upon the unsuccessful conclusion of such good faith resolution efforts, MANDATORY, BINDING ARBITRATION shall be administered for any claim, dispute, or controversy between or among SUGAR and any User relating to

the Services, including without limitation claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision, and no matter on what legal theory such claims are based or what remedy (damages, or injunctive or declaratory relief) such claims seek. To accommodate the right to arbitrate, you agree that you will neither assert, nor participate in, a class action or other representative action or proceeding related to these Terms, the Services, or any other aspect of your relationship with us. The party filing for arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiation (including paying the filing fee) and pursuing arbitration before a single neutral arbitrator: American Arbitration Association or Judicial Arbitration and Mediation Services, Inc. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. Any cause of action you may have with respect to SUGAR, the Services, the content or the Applications must be commenced within one year after the claim or cause of action arises or such claim or cause of action shall be barred.

**Miscellaneous.** These Terms, the Privacy Policy, the GU Exchange Policies, and the Membership Documents, are the entire agreement between you and SUGAR. They supersede any and all prior or contemporaneous agreements between you and SUGAR relating to your use of the Services. We may assign these Terms, in whole or in part, at any time. If any part of these Terms is determined to be invalid or unenforceable, it will not impact any other provision of these Terms, all of which will remain in full force and effect. Headings in the Terms are for convenience of reference only and shall not affect the interpretation or construction of this agreement. The failure of SUGAR to partially or fully exercise any rights or the waiver by SUGAR of any breach of these Terms by you, shall not prevent a subsequent exercise of such right by SUGAR or be deemed a waiver by SUGAR of any subsequent breach by you of the same or any other term of these Terms. The rights and remedies of SUGAR under these Terms and any other applicable agreement between you and SUGAR shall be cumulative, and the exercise of any such right or remedy shall not limit SUGAR's right to exercise any other right or remedy.