

FarmlandFinder

TERMS OF SERVICE

Last Updated: May 11, 2020

These Terms of Service (“**Terms**”) govern your access to and use of this website and its online tools and related services (together, “**Platform**”), which are made available to you by FarmlandFinder, Inc. (together with its affiliates, “**FarmlandFinder**,” “**we**,” “**us**,” or “**our**”). As used in these Terms, “**Platform**” includes our market intelligence, data management, and application protocol interface tools, our brokerage services, all Platform content, related documentation, reports and other output, and underlying technology, as well as all updates, upgrades, improvements, bug fixes, and other modifications to the same. You acknowledge and understand that certain tools and components of the Platform (namely, its real estate brokerage features) are provided solely by our real estate brokerage affiliate, FarmlandFinder Brokerage LLC, while others are provided by FarmlandFinder, Inc. itself.

These Terms apply to all users of the Platform, including subscribing organizations and those employees, consultants, contractors, and agents using the Platform on behalf of such subscribing organizations.

By accessing or using the Platform or by entering into any agreement with FarmlandFinder that governs access to or use of the Platform, you agree on behalf of yourself and any organization or company that you represent (together, “you”) that you have read and understand these Terms and our [Privacy Policy](#). If you do not agree with these Terms or our [Privacy Policy](#), do not access or use the Platform.

We reserve the right to modify these Terms at any time. All changes will be effective immediately upon posting of the updated Terms to the Platform and, by accessing or using the Platform after changes are posted, you agree to those changes. Material changes will be clearly posted on the Platform or otherwise communicated to you.

1. PRIVACY POLICY. We may collect certain information about you and from your access to and use of the Platform as described in our [Privacy Policy](#), which is incorporated into these Terms and describes our information collection, use, and sharing practices.

2. LICENSE; TERM. Provided you comply with these Terms and any other agreement between you and FarmlandFinder with respect to or in connection with the Platform (“**Subscription Agreement**”), FarmlandFinder grants you a limited, nonexclusive, revocable, nonassignable, nontransferable, nonsublicensable license to access and use the Platform solely for your internal purposes in connection with the sale and/or acquisition of farmland and, in any event, in accordance with all related documentation or restrictions posted on the Platform or otherwise provided by FarmlandFinder. These Terms begin upon the earlier of (a) your creation of a Platform account or (b) your first access to or use of the Platform and will continue in effect until termination in accordance with these Terms.

3. FEES AND PAYMENT TERMS. You will pay to FarmlandFinder all amounts payable under these Terms, including all fees specified during the online order process, and all such amounts must be remitted through our website except where you are provided with other options. Subscription fees are due in advance. Subscription terms will automatically renew as stated during the online order process. Information about our collection and use of payment-related information is described in our [Privacy Policy](#). If the credit or debit card or other payment information that you submit is incorrect or invalid, your payment will not be processed and any amounts due by you will remain due. We have no responsibility or liability if your credit or debit card is declined by your financial institution. Payments are processed by our third-party payment processors. All payment obligations under these Terms are nonrefundable. We reserve the right to modify our pricing and subscription plans at any time by posting those modifications on the Platform or otherwise notifying you, provided those modifications will not become effective until your next renewal term.

4. YOUR ACCOUNT. While some features of the Platform can be used without creating an account, you will be required to sign up for an account in order to use most features of the Platform. You will be required to submit certain information in order to create your account and will be required to establish a password. You are responsible for maintaining the confidentiality of any information you use in connection with the Platform, including your password. You are responsible for all activity on your account. If you believe someone else has accessed your

account, please change your password and notify us immediately at howdy@farmlandfinder.com. You will not transfer your Platform account to or share your Platform account with any other person. Your Platform account is personal to you. You agree to take reasonable precautions in all communications and interactions with other Platform users and other persons with whom you communicate or interact as a result of your use of the Platform.

5. ACCOUNT SUSPENSION, DEACTIVATION, AND TERMINATION. FarmlandFinder may, for any reason and in its sole discretion and without notice or liability, suspend, deactivate, or terminate your Platform account or your use of the Platform, and may terminate these Terms, including if you breach these Terms or any applicable Subscription Agreement, upon any unauthorized use of your username or password, if you act in an abusive manner, if you act in a manner inconsistent with applicable laws or regulations, or if it becomes no longer commercially viable to provide the Platform to you. You may terminate your account at any time by selecting that option on the Platform or by emailing us at howdy@farmlandfinder.com. You understand that, after termination of your Platform account, your use of the Platform, or these Terms, any User Content (as defined below) you have provided may remain in our systems and may continue to be used by other Platform users, as applicable.

6. YOUR WARRANTIES. You hereby represent and warrant that you have the authority to enter into these Terms, that you are at least eighteen (18) years of age, that you are under no contractual obligation that will interfere with your ability to perform under these Terms, that the Platform will not be accessed or used in any manner not permitted by these Terms, that you will perform your obligations and exercise your rights under these Terms in compliance with all applicable laws and regulations (including any applicable export or import laws or regulations and any applicable rules regarding online conduct), and that all information you provide in connection with your access to and use of the Platform is true, accurate, and complete to the best of your knowledge and belief.

7. RESTRICTIONS ON YOUR USE OF THE PLATFORM. You will not, nor will you permit any person to:

- Access or use the Platform for purposes other than as expressly permitted by these Terms;
- Copy, reproduce, display, duplicate, sell, publish, disclose, post, license, rent, distribute, reconfigure, reverse-engineer, disassemble, decompile, prepare any derivative works of, discover the underlying ideas behind, discover the source code of, combine with other computer code or materials, translate, adapt, update, or modify the Platform or any part thereof;
- Engage in data mining or similar data gathering or extraction activities or retrieve data or other content from the Platform for purposes of creating or compiling that content for any purpose other than your authorized use of the Platform as permitted by the above license;
- Obscure, remove, or alter any proprietary markings, designations, or notices in or on the Platform;
- Develop, assist in developing, or have developed on your own or any other person's behalf any software, products, or services that compete with or are substantially similar to the Platform;
- Access, use, or analyze the Platform for any purpose that is to FarmlandFinder's detriment or commercial disadvantage;
- Use the Platform as part of any effort to compete with FarmlandFinder or to provide services as a service bureau;
- Access, use, or copy any portion of the Platform, including any of its content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms;
- Use the Platform for unlawful purposes;
- Use the Platform in any way that infringes on the rights of any other person or entity;
- Send or post any unsolicited messages, chain letters, spam, or junk mail using the Platform;
- Impersonate or attempt to impersonate another person or business while using the Platform;
- Provide inaccurate or incomplete information via the Platform;
- Commit fraud or falsify information in connection with your use of the Platform;
- Submit through or using the Platform any information that is defamatory, libelous, indecent, pornographic, obscene, otherwise objectionable or harmful, or that violates the legal rights of third parties;
- Act maliciously against the business interests or reputation of FarmlandFinder or any Platform user;
- Post, transmit, input, upload, or otherwise provide any information or materials that contain any viruses, worms, Trojan horses, logic bombs, time bombs, cancelbots, malware, ransomware, adware, or other harmful computer code or programming routines, including those designed to or that reasonably may disable, damage, impair, interfere with, surreptitiously intercept, or expropriate the Platform or any computers, hardware, software, system, data, or networks;
- Engage in activities that aim to render the Platform or associated services inoperable or to make their use more difficult; nor

- Use the Platform in combination with any of your or third-party products, software, or services.

8. INTELLECTUAL PROPERTY RIGHTS. The Platform, including its text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, trademarks, logos, slogans, names of products and services, documentation, other components and content, and the design, selection, and arrangement of content, is exclusively the property of FarmlandFinder or, as applicable, its suppliers and licensors, and is protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property rights belonging to FarmlandFinder or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law. The Platform may contain references to third-party marks and copies of third-party copyrighted materials, which are the property of their respective owners. Except as expressly described in these Terms, no licenses or other rights, express or implied, are granted by FarmlandFinder to you under any patent, copyright, trademark, trade secret, or other intellectual property right of FarmlandFinder.

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9. USER CONTENT. The Platform may allow you to provide User Content. “**User Content**” means all data, information, images, messages, documents, and other content that is entered into, submitted to, uploaded to, transmitted using, or otherwise provided via the Platform by you or on your behalf. You, alone, are responsible for all User Content that you provide and for the legality, originality, and appropriateness thereof. User Content is not generated by FarmlandFinder. You understand and acknowledge that certain features of the Platform may allow or require User Content that you provide to be made available, including publicly available, to other Platform users and that, accordingly, those other users may be able to access and use that User Content. For example, User Content pertaining to properties and land available for purchase may be posted on the Platform such that it is viewable by users seeking to acquire property.

If you provide User Content, you hereby grant FarmlandFinder a perpetual, irrevocable, transferable, assignable, sublicensable, royalty-free, fully paid-up, worldwide right and license to copy, modify, adapt, reformat, reorganize, translate, excerpt, prepare derivative works of, store, publish, perform, display, license, exploit, and otherwise use and distribute, in all media and distribution methods now known or later developed, that User Content for purposes of making it available to other Platform users and for FarmlandFinder’s own business purposes (including aggregation and analytics).

By providing User Content you warrant that you are the creator or owner of that User Content or that you otherwise have the full ability and all legal rights, permissions, and consents necessary to provide that User Content as contemplated by these Terms. By providing User Content, you agree not to claim that any use of that User Content by us, any Platform user, or any third party infringes or violates your or any other person’s intellectual property rights, rights of privacy, rights of publicity, or other rights. You retain any copyright or other intellectual property right you may have in User Content that you provide, subject to the right and license granted to FarmlandFinder above.

Please keep in mind that User Content you provide may be made available to other users of the Platform. You must maintain a polite, pleasant, and respectful environment. User Content that harasses, abuses, stalks, threatens, or otherwise violates the legal rights of others is prohibited. User Content that is defamatory, indecent, pornographic, obscene, or otherwise objectionable or harmful is prohibited. You will not create a false identity, hide your true identity, or impersonate or represent any person other than yourself.

FarmlandFinder reserves the right, but does not have the obligation, to, at any time and for any reason, review, prescreen, edit, redact, otherwise modify, reorganize, or recategorize User Content. FarmlandFinder also reserves the right, but does not have the obligation, to, at any time and for any reason, delete User Content from the Platform. FarmlandFinder has the right, but not the obligation, to archive or otherwise store any User Content. FarmlandFinder reserves the right to impose limits on Platform features (e.g., the ability to provide User Content) and to restrict your access to all or parts of the Platform at any time for any reason, including breach of these Terms. You understand that, even after removal or deletion, User Content you have provided may remain viewable to and may have been copied or stored by other Platform users.

If you believe that any content on the Platform infringes any copyright that you own or control, please follow the process described below under “Copyright Policy.” If you believe that anything on the Platform violates a law or regulation or breaches any provision of these Terms, please notify us at howdy@farmlandfinder.com.

10. PLATFORM AVAILABILITY; CHANGES TO THE PLATFORM. Any features, materials, products, or services made available through the Platform are subject to availability. FarmlandFinder may change the Platform and the features, materials, products, and services made available through the Platform at any time without notice or liability.

11. DISCLAIMER OF WARRANTIES. THE PLATFORM IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. FARMLANDFINDER DOES NOT WARRANT THAT ANY DATA, INFORMATION, OR MATERIAL ON OR RELATED TO THE PLATFORM IS ACCURATE OR RELIABLE. FARMLANDFINDER DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE PLATFORM OR OF ANY PROPERTIES OR DATA ON OR RELATED TO THE PLATFORM. FARMLANDFINDER DOES NOT WARRANT OR GUARANTEE THAT AVAILABILITY OF THE PLATFORM WILL BE UNINTERRUPTED OR THAT THE PLATFORM WILL BE ERROR FREE, THAT ANY DEFECTS IN THE PLATFORM WILL BE CORRECTED, OR THAT THE PLATFORM OR THE SERVERS THAT MAKE THE PLATFORM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. FARMLANDFINDER IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERRORS ON OR RELATED TO THE PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FARMLANDFINDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE PLATFORM, INCLUDING WITHOUT LIMITATION THOSE REGARDING AVAILABILITY, QUALITY, ACCURACY, MERCHANTABILITY, FITNESS FOR ANY USE OR PURPOSE, COMPATIBILITY WITH ANY STANDARDS OR USER REQUIREMENTS, TITLE, AND NONINFRINGEMENT, AS WELL AS ANY ARISING BY OPERATION OF LAW OR FROM A COURSE OF DEALING OR USAGE IN TRADE. FARMLANDFINDER HAS NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MISDELIVERY, OR FAILURE TO STORE ANY USER COMMUNICATION OR USER CONTENT.

WE DO NOT WARRANT OR ENDORSE ANY USER CONTENT. ALL USER CONTENT IS SOLELY THE RESPONSIBILITY OF THE PERSON WHO PROVIDED THAT USER CONTENT.

YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF TELECOMMUNICATIONS, THE INTERNET, WIRELESS NETWORKS, AND ELECTRONIC COMMUNICATIONS. FARMLANDFINDER IS NOT RESPONSIBLE FOR ANY DELAYS, INACCURACIES, DELIVERY FAILURES, OR OTHER FAILURES OR DAMAGE RESULTING FROM THOSE PROBLEMS OR ANY OTHER PROBLEMS OUTSIDE OF FARMLANDFINDER'S REASONABLE AND DIRECT CONTROL, INCLUDING WITHOUT LIMITATION TELECOMMUNICATIONS SERVICES, THE INTERNET, YOUR WIRELESS NETWORKS, AND ANY THIRD-PARTY SOFTWARE.

FARMLANDFINDER MAKES NO REPRESENTATION THAT THE PLATFORM IS APPROPRIATE OR AVAILABLE FOR USE IN LOCATIONS OTHER THAN THE UNITED STATES.

YOUR USE OF THE PLATFORM IS AT YOUR OWN RISK AND YOU, ALONE, ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY INFORMATION FROM THE PLATFORM, AND ANY OTHER DAMAGE THAT MAY BE INCURRED.

NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED IN ANY MANNER FROM THE PLATFORM CREATES ANY WARRANTY.

12. NO LEGAL ADVICE. WE DO NOT PROVIDE LEGAL ADVICE OR LEGAL SERVICES. NEITHER THE PLATFORM NOR FARMLANDFINDER REVIEWS AGREEMENTS BETWEEN YOU AND ANY THIRD PARTIES (INCLUDING OTHER USERS OF THE PLATFORM), NOR ANY OTHER DOCUMENTS SUBMITTED VIA OR IN CONNECTION WITH THE PLATFORM, FOR LEGAL SUFFICIENCY, PERFORMS ANY COST-BENEFIT ANALYSES, DRAWS LEGAL CONCLUSIONS, PROVIDES LEGAL ADVICE, OPINIONS, OR RECOMMENDATIONS, NOR ADDRESSES OR MEDIATES ANY DISPUTES AMONGST PLATFORM USERS. ADDITIONALLY, ANY TEMPLATE OR FORM DOCUMENTS (INCLUDING LEGAL AGREEMENTS) PROVIDED ON OR THROUGH THE PLATFORM ARE EXAMPLES ONLY AND ARE MADE AVAILABLE ONLY FOR USERS' REFERENCE PURPOSES. YOU UNDERSTAND THAT YOU ARE NOT REQUIRED TO USE ANY SUCH TEMPLATE OR FORM DOCUMENTS. ALL PLATFORM USERS ARE STRONGLY DISCOURAGED FROM USING ANY SUCH TEMPLATE OR FORM DOCUMENTS WITHOUT HAVING SUCH DOCUMENTS REVIEWED BY SUCH PARTY'S LEGAL COUNSEL.

13. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL FARMLANDFINDER, ITS AFFILIATES, OR ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, OR LICENSORS (TOGETHER, "**FARMLANDFINDER PARTIES**") BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE PLATFORM OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE PLATFORM (INCLUDING WITHOUT LIMITATION THE INPUT OF PERSONAL INFORMATION AND ANY RELIANCE ON DATA PROVIDED ON OR ACCESSED USING THE PLATFORM), WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF A FARMLANDFINDER PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE.

ADDITIONALLY, THE FARMLANDFINDER PARTIES' MAXIMUM AGGREGATE LIABILITY IN CONNECTION WITH THE PLATFORM OR THESE TERMS, ARISING OUT OF ANY CLAIM WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY YOU TO FARMLANDFINDER FOR ACCESS TO THE PLATFORM GIVING RISE TO THE CLAIM DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU HEREBY EXPRESSLY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES THAT: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY EFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU HEREBY WAIVE ANY SIMILAR PROVISION IN ANY OTHER JURISDICTION.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

14. COPYRIGHT POLICY. We respect the intellectual property rights of others and we ask that our users do the same. In accordance with the Digital Millennium Copyright Act ("**DMCA**"), located at 17 U.S.C. § 512, and other applicable laws (to the extent the DMCA and such other laws apply), we strive to expeditiously remove any infringing material from the Platform if we become aware of the same. If you believe that anything on the Platform infringes any copyright that you own or control, please provide our designated agent with a notice that contains the following information:

- A description of the copyrighted work(s) that you claim have been infringed;
- A description of the allegedly infringing material, including its location on the Platform;
- 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;
- Your email address, telephone number, and mailing address;
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf; and
- An electronic or physical signature of a person authorized to act on behalf of the copyright owner.

Your notice must meet the then-current requirements implemented by the DMCA. Contact information for our designated agent for notice of claims of copyright infringement is:

FarmlandFinder
Re: Marketing Department
500 Locust Street
Des Moines, IA 50309
Phone: 712-720-0376
Email: steven@farmlandfinder.com

15. INDEMNIFICATION. You will indemnify, defend, and hold harmless the FarmlandFinder Parties from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments, settlements, fines,

penalties, expenses, and costs (including reasonable attorneys' fees) that arise out of or in connection with (a) your access to or use of the Platform, (b) your misuse of or reliance on any material, data, or other information (including User Content) downloaded or otherwise obtained from the Platform, (c) your submission of information, documents, and other content (including personal information and User Content) using the Platform, (d) your violation of or noncompliance with applicable laws or regulations, (e) your breach of these Terms, or (f) your negligence, willful misconduct, or fraud. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.

16. LINKING TO THE PLATFORM. If you operate a website and are interested in linking to the Platform: (a) the link must be a text-only link unless you request a graphic badge from FarmlandFinder, in which case you may use any graphic badge provided by FarmlandFinder to link to the Platform, and, in any case, the link must be and clearly marked; (b) the link and its use must be in connection with a website of appropriate subject matter; (c) the link and its use must not, nor have the potential to, damage or dilute the goodwill associated with FarmlandFinder's names and trademarks; (d) the link and its use must not create the false appearance that any program, person, or entity is associated with or sponsored by FarmlandFinder; and (e) the link, when activated by a user, must display the Platform full-screen and not within a frame or mirror. FarmlandFinder reserves the right to revoke consent to link to the Platform at any time in its sole discretion, either by amending these Terms or through other notice.

17. FORCE MAJEURE. FarmlandFinder will not be liable to you or to any third party for any delay or other failure to perform under these Terms that is due to causes beyond FarmlandFinder's control, including without limitation acts of God, terrorism, civil disorders, labor controversy, riot, acts of a public enemy, acts of the United States of America or any state, territory or political division thereof, fires, floods, earthquakes, blizzards, other extraordinary elements of nature, telecommunications failures, Internet failures, and similar causes and events.

18. THIRD-PARTY WEBSITES AND SERVICES. The Platform may link to, or be linked to, websites and services not maintained or controlled by FarmlandFinder. Those links are provided as a convenience and FarmlandFinder is not responsible for examining or evaluating the content or accuracy of, and does not warrant or endorse, any third-party website or services or any products or services made available through those websites or services. Please take care when leaving the Platform to visit a third-party website or service. You should read the terms of use and privacy policy for each website and service that you use.

19. GOVERNING LAW; DISPUTE RESOLUTION. These Terms are governed by the laws of the state of Iowa, without regards for its conflict of law principles. Venue is exclusively in the state or federal courts, as applicable, located in Polk County, Iowa, with respect to any dispute arising under these Terms. The parties expressly agree to the exclusive jurisdiction of those courts. If there is a dispute, the prevailing party will be entitled to recovery of its costs and expenses, including reasonable attorneys' fees. Each party will, prior to initiating a legal proceeding under these Terms, consult with the other party regarding any claim, controversy, or dispute arising under these Terms and will, in good faith, negotiate with the other party in an attempt to resolve the claim, controversy, or dispute on an amicable basis for a period of 10 days.

20. FEEDBACK. FarmlandFinder welcomes comments regarding the Platform. If you submit comments or feedback to us regarding the Platform, they will not be considered or treated as confidential. We may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.

21. RELATIONSHIP OF THE PARTIES. FarmlandFinder is an independent contractor. These Terms do not create any agency, partnership, joint venture relationship, other form of joint enterprise, employment, or fiduciary relationship between the parties, their affiliates, or their respective employees, contractors, or agents. Neither party has any authority to contract for or bind the other party in any manner or make any representation or commitment on behalf of the other party.

22. ASSIGNMENT. We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You will not assign these Terms or your rights or obligations under these Terms without our prior written consent. Any attempted assignment by you will be void. Subject to the foregoing, these Terms are binding upon and inure to the benefit of the parties' respective successors and assigns.

23. ADDITIONAL TERMS. Your access to or use of certain features or functionality of the Platform may be subject to additional terms, conditions, rules, or policies (together, "**Additional Terms**"). All applicable Additional Terms are incorporated by reference into these Terms.

24. ENTIRE AGREEMENT; INTERPRETATION. These Terms, including our [Privacy Policy](#), any applicable Additional Terms, and any applicable Subscription Agreement, are the entire agreement between you and FarmlandFinder with respect to your access to and use of the Platform. FarmlandFinder's failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms by FarmlandFinder will be effective only if in writing and signed by FarmlandFinder.

If any provision of these Terms is held to be invalid or unenforceable in any jurisdiction, that provision will be ineffective in that jurisdiction to the extent of the invalidity or unenforceability, without invalidating any other provision of these Terms. The headings in these Terms are for convenience only and will not affect the construction or interpretation of these Terms.

These Terms do not confer any rights, remedies, or benefits upon any person other than you and FarmlandFinder, except that our affiliates are third-party beneficiaries of these Terms.

25. NOTICE. Except as may be otherwise specified in these terms, all notices, consents, and other communications permitted or required to be given under these Terms must be in writing and addressed to the recipient and will be deemed given: upon delivery if personally delivered with fees prepaid, including by a recognized courier service; upon receipt if delivered by certified or registered mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt; or, where you are the recipient, upon delivery by email to the email address for your organization on file with FarmlandFinder. Where FarmlandFinder is the recipient, a copy of each communication must be sent to howdy@farmlandfinder.com in order to be valid. Please print or otherwise save a copy of these Terms and all notices, consents, and other communications for your reference.

26. SURVIVAL. Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, limitation of our liability, or dispute resolution) will continue in effect beyond any termination of these Terms or of your access to or use of the Platform.

27. CONTACT US. If you have any questions or concerns regarding these Terms or the Platform, please contact us by email at howdy@farmlandfinder.com or by mail at FarmlandFinder, 500 Locust Street #108, Des Moines, Iowa 50309.

[\[Back to top\]](#)