

Terms and Conditions

Welcome to Cargill Limited's AgResource™ website. This website is a private website and is only accessible to Registered Users. The website's primary objectives are to allow Registered Users to gain access to information about their account status and business activity with AgResource™.

BEFORE ACCESSING THIS WEBSITE, PLEASE READ THE FOLLOWING NOTICES, "TERMS AND CONDITIONS" CAREFULLY AS THEY GOVERN YOUR USE OF THIS WEBSITE AND ANY AVAILABLE MATERIAL.

By accessing, viewing, or using the material available on or through this website, you, the Registered User, indicate that you understand and intend these Terms and Conditions to be the legal equivalent of a signed, written contract, and equally binding, and that you accept such Terms and Conditions and agree to be legally bound by them. You further agree that neither information about this website nor access to this website will be given to competitors of AgResource™. Please note that AgResource™ reserves the right to change the terms, conditions, and notices under which this website is offered to you. If you do not agree with these Terms and Conditions, you are not granted permission by AgResource™ to access or otherwise use our website.

Security of Communications on the Internet

While AgResource™ has endeavored to create a secure and reliable private site for its users, the confidentiality of any communication or material transmitted to or from AgResource™ via this website or e-mail cannot be guaranteed. Accordingly, AgResource™ is not responsible for the security of any information transmitted via the Internet, and the user assumes sole and complete risk for using this website.

Password Policy for Registered Users

Use of certain portions of this site requires both identifying information and a password. The identifying information is one's User I.D. through the Primary User and/or an AgResource™ Customer Service Representative. Registered Users receive a unique sign-on password from AgResource™ that they can subsequently personalize. Using both the User I.D. and Password, Registered Users can access specific information about their company's order status and shipment history with AgResource™.

Anyone with knowledge of both your User I.D. and Password can gain access to this website and the information that is available to you. Accordingly, all Passwords must be kept strictly confidential to the Registered User or his bonafide agent. By agreeing to these Terms and Conditions, Registered Users agree to be solely responsible for the confidentiality and use of their Password. Each Company using this website agrees to take all reasonable steps to cancel its employees' access to this website by revoking his/her User I.D. when he/she leaves the employ of that Company.

As a condition of use, all Registered Users will also immediately notify AgResource™ if they become aware of any loss or theft of their Password or any unauthorized use of their Password. AgResource™ will respond promptly to any requests for additions, changes, or deletions to the authorization of Registered Users and will promptly reset any Passwords that may have been compromised. AgResource™ disclaims any liability for the consequences for the unauthorized

use of a Registered User's Password or the consequences of the theft or loss of a Registered User's Password.

Links to Third-Party Sites

The AgResource™ website contains links to third party websites. The linked sites are not under the control of AgResource™, and AgResource™ is not responsible for the contents of any linked site or any link contained in a linked site. AgResource™ is providing these links only as a convenience, and the inclusion of a link does not imply endorsement of the linked site by AgResource. By accessing this website both you and AgResource™ agree that the statutes and laws of the Province of Manitoba, without regard to the conflicts of laws principles thereof, will apply to all matters relating to use of this website. AgResource™ makes no representation that materials or products on this website are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this site from other locations do so on their own initiative and are responsible for compliance with local laws.

These Terms and Conditions constitute the entire agreement between the Registered User and AgResource™ with respect to this website and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the Registered User and AgResource™ with respect to this website. No waiver by AgResource™ of any right under these Terms and Conditions will be deemed to be either a waiver of any other such right or provision or a waiver of that same right or provision at any other time. A printed version of these Terms and Conditions and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved. All references to AgResource™ include Cargill Limited and its worldwide affiliates.