Wisconsin Soybean Association Member and Event Portal Terms of Use

Last updated: January 28, 2025

These Terms of Use apply to the content and functionality of the Wisconsin Soybean Association Member and Event Portal, and to the WSA membership levels and events.

1. Information that you provide to us

You may give us information about yourself when you sign up for a membership or register for an event. We do not share your information with third parties. The Wisconsin Soybean Association (WSA) will use your information to communicate about the work the association does on behalf of its members, or to communicate about details of upcoming events.

2. Event IP rights

The Wisconsin Soybean Association will use your intellectual property, i.e., logo, company name, to promote your participation at its events. The association does not keep any of your information and makes no claim of ownership. The Wisconsin Soybean Association logo, name and images are property of the Association.

3. Membership and Events

The Wisconsin Soybean Association is an agricultural advocacy organization. WSA sells membership to its organization and select events to raise money for its advocacy efforts.

4. Currency

All sales and transactions through this website are of the United States Dollars (USD).

5. Membership

- a. Membership terms. Membership length and obligation is determined by the level of membership selected and paid for. Typical membership is no less than one year, and can be as long as three years.
- b. Renewal. Unless enrolled in auto-renewal, membership renewal is communicated via email or physical mail. Renewal must then be accomplished by visiting the <u>website</u> or contacting the office at 1-608-274-7522.
- c. Cancellation. You may cancel your membership at any time. All sales are final, and no refund will be issued.

- d. Event cancellation. Event cancellation varies per event. Please refer to the specific event's rules regarding cancellations.
- f. For all questions regarding membership renewals and cancellations, email Adam Kask at <u>akask@wisoybean.org</u> or call 1-608-274-7522.

6. Limitation of liability

Under no circumstances will the Wisconsin Soybean Association be responsible or liable to you for any indirect, punitive, incidental, special, consequential, or exemplary damages resulting from your use or inability to use the Wisconsin Soybean Association Member and Event Portal or for the unavailability of the Wisconsin Soybean Association Member and Event Portal, or for lost profits, personal injury, or property damage, or for any other damages arising out of, in connection with, or relating to these Terms of Use or your use of the Member and Event Portal, even if such damages are foreseeable, and whether or not you or the Wisconsin Soybean Association has been advised of the possibility of such damages. The Wisconsin Soybean Association is not liable, and denies responsibility for, any damages, harm, or losses to you arising from or relating to hacking, tampering, or other unauthorized access or use of the Wisconsin Soybean Association Member and Event Portal or your failure to use or implement anti-fraud measures, security controls, or any other data security measure. The Wisconsin Soybean Association further denies responsibility for all liability and damages to you or others caused by (a) your access or use of the Wisconsin Soybean Association Member and Event Portal inconsistent with our instructions; (b) any unauthorized access of servers, infrastructure, or data used in connection with the Wisconsin Soybean Association Member and Event Portal; (c) any bugs, viruses, or other harmful code that may be transmitted to or through the Wisconsin Soybean Association Member and Event Portal; (d) any errors, inaccuracies, omissions, or losses in or to any data provided to us; (e) third-party content provided by you; or (f) the defamatory, offensive, or illegal conduct of others.

You agree to limit any additional liability not disclaimed or denied by the Wisconsin Soybean Association in relation to the Wisconsin Soybean Association Member and Event Portal, and the Wisconsin Soybean Association Member and Event Portal Products, to your direct and documented damages; and you further agree that under no circumstances will any such liability exceed in the aggregate the greater of the amounts paid by you to the Wisconsin Soybean Association during the three-month period immediately preceding the event that gave rise to your claim for damages, and USD \$20.

These limitations on our liability to you will apply regardless of the legal theory on which your claim is based, including contract, tort (including negligence), strict liability, or any other theory or basis.

7. Privacy policy

The Wisconsin Soybean Association will not share your information with third parties. The Wisconsin Soybean Association (WSA) will use your information to communicate about the work the association does on behalf of its members, or to communicate about details of upcoming events.

- 8. PCI Compliance. The Wisconsin Soybean Association does not store any physical data related to credit card information or personal information. Any electronic data that is stored can only be accessed by authorized personnel. The Wisconsin Soybean Association regularly reviews and updates security association with this website. A third-party information technology consultant implements anti-virus, malware and other security measures, and all employees are required to complete monthly cyber-security training.
- 9. Credit Cards accepted. We accept major U.S. credit card issuers, in accordance with the standards of the Stripe payment portal.

10. Modification and severability

We have the right to change or add to the terms of these Terms of Use at any time, solely with prospective effect, and to change, delete, discontinue, or impose conditions on use of the Wisconsin Soybean Association Member and Event Portal by posting such changes on our website or any other website we maintain or own. You can access a copy of the current version of these Terms of Use on our website at any time. You can find out when these Terms of Use were last changed by checking the "Last updated" date at the top of the page.

11. Our address

Wisconsin Soybean Association PO Box 2035 Madison, WI 53701 1-608-274-7522 www.wisoybean.org