

TERMS OF USE

This Terms of Use Agreement (“Agreement”) is a binding agreement between you and Bushel, Inc. (“Bushel” or “Company”). This Agreement governs your use of the Bushel software and services (the “Services”).

BY USING THE SERVICES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

1. **License Grant.** Subject to the terms of this Agreement, Bushel grants you a limited, non-exclusive, and nontransferable license to download, install, and use the Services for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (a “Mobile Device”) strictly in accordance with the Services documentation. You are solely responsible for all data electronically transmitted or the use of any data, information or services obtained through the use of the Services. Bushel assumes no liability for damages that may result from your use or misuse of the Services or Bushel’s websites.

2. **License Restrictions.** You shall not:

- (a) copy the Services, except as expressly permitted by this license;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Services or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Services, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services, or any features or functionality of the Services, to any third party for any reason, including by making the Services available on a network where it is capable of being accessed by more than one device at any time; or
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Services.

3. **Reservation of Rights.** You acknowledge and agree that the Services is provided under license, and not sold, to you. You do not acquire any ownership interest in the Services under this Agreement, or any other rights thereto other than to use the Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. Bushel and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

4. **Information Provided Through the Services.** You understand that the information available through the Services, including through other links within the Services (the “Information”), has been produced by independent providers unaffiliated with Bushel, various commodities markets, such as commodities exchanges and their affiliates, and by other outside sources. The Information is believed to be reliable. However, Bushel and its affiliates are not responsible for the content and the timeliness, sequence, accuracy, adequacy, or completeness of the Information is not guaranteed by either Bushel or by the independent providers. Any opinions or recommendations expressed through other links are solely those of the independent providers and are not the opinions or recommendations of Bushel or its affiliates. You agree that you will not attempt to hold Bushel liable for any Information provided through the Services.

5. **Trading Instructions.** By ordering the purchase or sale of any commodity through the Services after logging into your account, you authorize Bushel to execute such orders on your behalf. The prices, quantities, and other terms relating to the execution of such orders will appear on your trading statement alongside any orders you execute with Bushel by any other means. By placing any order to buy any commodity, you promise to pay all costs and fees associated with that order in accordance with the terms set forth on your trading statement. You authorize Bushel to act on the trading instructions received from any authenticated user of your account without conducting any further inquiry into the identity of the user and agree to indemnify, defend, and hold harmless Bushel from any liability incurred by Bushel in reliance on such trading instructions. Notwithstanding the foregoing, Bushel may require joint authentication or additional verification measures before executing any trade in its sole discretion. Additionally, Bushel may decline to execute an order for any reason or no reason in its sole discretion.

6. **Risks Associated with Mobile Trading.** Due to the nature of mobile technology you should be aware of the following risks related to the Services and placing orders via Mobile Devices:

(a) The Services may not allow the same functionality, access to information and services which are available when not using a Mobile Device.

(b) Due to the nature of Mobile Devices, we do not warrant that the operation of our Services will be uninterrupted or entirely error-free. For example, due to service connectivity or internet connection difficulties endemic with mobile applications the service may, from time to time, be subject to delay, error or failure, with results that include, but are not limited to, the following:

- an inability for you to place orders;
- the services delivering inaccurate information including price and/or quote information;
- delay in receipt of information by us from your Mobile Device or from us to your Mobile Device;
- a failure of your Mobile Device to receive any messages from us; or
- you erroneously believing that you have placed an order when our records show that we have not accepted an order from you.

You agree that you will not attempt to hold Bushel liable for any damages related to any of the above issues or any other related issues.

It is possible that a wireless connection or function may not be available or is interrupted when using the Services or that a feature can be disabled when attempting to conduct a financial transaction. Should either of these happen, please contact a Bushel representative by telephone.

7. **Collection and Use of Your Information.** You acknowledge that when you download, install, or use the Services, Bushel may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Services. All information we collect through or in connection with this Services is subject to our Privacy Policy which you can find at <https://bushelpowered.com/policies/>. By downloading, installing, using, and providing information to or through this Services, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

8. **Content and Services.** The Services may provide you with access to Bushel's website located at www.bushelpowered.com (the "Website") and products and services accessible thereon, and certain features, functionality, and content accessible on or through the Services may be hosted on the Website (collectively, "Content and Services"). Your access to and use of such Content and Services are governed by the Website's Terms of Use and our Privacy Policy located at <https://bushelpowered.com/policies/>, which are incorporated herein by this reference. With respect to any features of the Services which depend upon the Website, you may be required to access, use, or register with the Website in order to use those features. Any violation of such Terms of Use will also be deemed a violation of this Agreement.

9. **Geographic Restrictions.** The Content and Services are based in the state of North Dakota in the United States and provided for access and use only by persons located in the United States and Canada. You acknowledge that you may not be able to access all or some of the Content and Services outside of the United States and Canada and that access thereto may not be legal by certain persons or in certain countries. If you access the Content and Services from outside the United States, you are responsible for compliance with local laws.

10. **Updates.** Bushel may from time to time in its sole discretion develop and provide Services updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Bushel has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet either the Services will automatically download and install all available Updates or you may receive notice of or be prompted to download and install available Updates. You agree to promptly download and install all Updates and acknowledge that the Services or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Services and be subject to all terms and conditions of this Agreement.

11. **Third-Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third-Party Materials"). You acknowledge and agree that Bushel is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency,

quality, or any other aspect thereof. Bushel does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

12. **Term and Termination.** The term of this Agreement commences when you download the Services or click "I accept" or any similar phrase in relation to this Agreement and will continue in effect until terminated by you or Bushel as set forth in this n 9. You may terminate this Agreement by deleting the Services and all copies thereof from your Mobile Device. Bushel may terminate this Agreement at any time without notice including, but not limited to, if it ceases to support the Services, which Bushel may do in its sole discretion. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. Upon termination all rights granted to you under this Agreement will also terminate; and you must cease all use of the Services and delete all copies of the Services from your Mobile Device and account. Termination will not limit any of Bushel's rights or remedies at law or in equity.

13. **Disclaimer of Warranties.** BUSHEL HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR USE, WARRANTY AGAINST INTERFERENCE WITH ENJOYMENT OF THE INFORMATION OR AGAINST INFRINGEMENT, AND ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE INFORMATION OR ANY ASPECT OF THE SERVICES. THE SERVICES IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, WITH ALL FAULTS AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE AND EFFORT IS WITH YOU. PORTIONS OF THE SERVICES ARE SUBJECT TO ADDITIONAL LIMITATIONS AND DISCLAIMERS AS SET FORTH BELOW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

14. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BUSHEL OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR THE CONTENT AND SERVICES FOR:

(a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, TRADING LOSSES COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, INCONVENIENCE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.

(b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE APPLICATION.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR BUSHEL WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

15. **Indemnification.** You agree to indemnify, defend, and hold harmless Bushel and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Services or your breach of this Agreement, including but not limited to the content you submit or make available through this Services.
16. **Export Regulation.** The Services may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the US.
17. **Severability.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.
18. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to this Agreement or the Services shall be instituted exclusively in a state or federal court of competent jurisdiction within the state of North Dakota q. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.
19. **Limitation of Time to File Claims.** ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE APPLICATION MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.
20. **Entire Agreement.** This Agreement, together with our Privacy Policy, constitutes the entire agreement between you and Bushel with respect to the Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Services.
21. **Waiver.** No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.