

The Cooperative Finance Association Website Terms of Use

Privacy Policy

At the Cooperative Finance Association ("CFA"), user privacy is an important concern. We are committed to privacy and security, and to providing the best possible user experience for our users and online customers. We also strive to protect the personal and confidential information of those who use our on-line services and website. [Click here](#) for our entire Privacy Policy. This policy may be updated by us from time to time, so please check here frequently.

Terms of Use

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If you use this website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. If your status as a user of this website is terminated, you will (i) stop using the website and any information obtained from the website, and (ii) destroy all copies of your account information, password and any information obtained from this website.

Confidential Information

You agree that you will not disclose Confidential Information to any person or entity outside of your organization. You will not use or permit the use of any Confidential Information except as necessary in connection with the services. You will use at least the same degree of care in safeguarding the Confidential Information as you use in safeguarding your own confidential information, but in no event will you use less than due diligence and care. "Confidential Information" means all information or material which: (i) is obtained from password protected portions of the website or (ii) which is (A) marked "Confidential," "Restricted," or other similar marking, (B) known by the parties to be considered confidential, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable judgment.

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If you are under the age of 13, you may not use this website.

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Links to Our Website

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of our website so long as (i) the link or your linking website does not portray CFA, our affiliates, or our products or services in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; and (iii) your website has, maintains and follows a privacy policy no less protective of user data than the privacy policy of this website. You may not use any CFA logo or other proprietary graphic or trademark as part of the link without express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove the hyperlink. You may not link to any page other than the home page of this website. Any link to our website should be a full forward link that passes the client browser to our home page without barriers. The "back" button should return the visitor to the original site if the visitor wishes to back out.

Use of Submissions

Should you respond with information including feedback or data such as questions, comments, suggestions, or the like regarding the content of this website, such information will be deemed to be non-confidential. We will have no obligation of any kind with respect to such information and will be free to reproduce, use, disclose, and distribute the information to others without limitation. We will be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products incorporating such information.

Changes to Website

We may make improvements or changes in the information, services, products, and other materials on this website, or terminate this website at any time. We may modify this Agreement at any time, and such modifications will be effective immediately upon posting of the modified Agreement. Accordingly, you agree to review the Agreement periodically, and your continued access or use of this website will be deemed your acceptance of the modified Agreement.

Dispute Resolution

You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the website or the services provided on the website will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Missouri law consistent

with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, CFA retains the right to forward them to the AAA on the your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, CFA retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph.**

Miscellaneous

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