

## **User Agreement**

By accessing the web site (“**Website**”) of Flint Hills Resources, LP and any affiliate or subsidiary of Flint Hills Resources, LP who maintains a presence on the Website (collectively, “**Flint Hills**”), you agree to be bound by the terms and conditions stated herein (“**User Agreement**”), in addition to all terms and conditions contained in any Membership Agreement between the entity on behalf of which you access the Website (your “**Company**”) and Flint Hills (“**Membership Agreement**”). Flint Hills may change the terms and conditions of this User Agreement from time to time. Notice of modifications to this User Agreement will be posted on this page, and all modifications will be effective immediately upon posting. Any supplemental rules or provisions that apply to specific parts of the Website and are posted in the relevant sections of the Website are hereby incorporated into this User Agreement. Your continued use of the Website constitutes your acceptance of any changes or revisions to this User Agreement.

Flint Hills makes no representation that materials on the Website are appropriate or legal for use in all jurisdictions. Access to the Website from locations where its content is illegal is prohibited. By accessing the Website, you agree to comply with all laws and regulations applicable in your jurisdiction.

Flint Hills reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or any Website service without notice. Flint Hills does not warrant or guarantee the availability, currency, performance, accessibility or speed of the Website or any of its services. You acknowledge and agree that you are solely responsible for providing and maintaining the computer, software, communications equipment and services required for accessing and using the Website, and for all telecommunications and Internet service fees and charges incurred by you in accessing the Website.

## **Permitted Uses**

The Website will enable you to review information about your Company’s purchases of Flint Hills products and services and, if authority is granted to you by your Company, will enable you to make purchases of Flint Hills products and to administer the Website accounts of the Company and other users. All purchases made by you via the Website are non-cancelable, non-refundable obligations of your Company and shall be governed by the provisions of this User Agreement, the Membership Agreement and any and all provisions on any sales agreement documents and general terms and conditions of sale issued by Flint Hills.

Information accessible through the Website is for informational purposes only. You hereby acknowledge and agree that only true and correct invoices or other purchase agreement documents issued by Flint Hills accurately reflect the purchases of Flint Hills products and services made by you and your Company.

## **User Conduct**

While using the Website, you agree not to:

1. restrict or inhibit any other user from using and enjoying the Website;
2. post or transmit any fraudulent, libelous, defamatory, obscene, pornographic, abusive, offensive, or otherwise unlawful material or information of any kind;
3. post or transmit any advertisements, solicitations, chain letters, pyramid schemes, or other unsolicited commercial communication (except as otherwise expressly permitted by Flint Hills) or engage in spamming or flooding;
4. post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component;
5. publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the Website which is protected by copyright, or other proprietary right, without obtaining permission of the copyright owner or rightholder;
6. post, publish, reproduce, transmit, distribute, or create derivative works based on the Website or any information or content provided by the Website other than in connection with your Company's internal business purposes; or
7. reproduce, duplicate, copy, sell, or resell any content or portion of the Website, design elements or layout of the Website, use of the Website, or access to the Website.

We reserve the right to electronically monitor activities by users of the Website and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Website properly, or to protect the Website and its sponsors and users, or Flint Hills. Flint Hills reserves the right at any time to refuse to post, to remove, or to block or limit access by any party to any information or posted or uploaded materials at any time.

## **Suspension and Termination**

You acknowledge and agree that Flint Hills may suspend or terminate your access to your Company's account or otherwise deny you or your Company access to all or part of the Website without prior notice for any reason or for no reason. Reinstatement of your or your Company's access to the Website, if permitted, shall be in Flint Hills's sole discretion. Flint Hills shall not be liable to you, your Company or any third party for any loss or damage resulting from suspension or termination of your access to the Website or deletion of the files in your account.

## **Proprietary Content**

The Website contains the proprietary, confidential and other information of Flint Hills and others that is protected by copyright, trademark, service mark, patent, and other proprietary rights and laws. Nothing on the Website grants, by implication or otherwise, a license or other right to use any trademark, service mark, or other copyrightable material or intellectual property without the prior written consent of Flint Hills or the owner. Except as expressly authorized by Flint Hills, you agree not to modify, lease, loan, sell, distribute, or create derivative works based on any content or services provided on the Website. If you make other use of the Website, except as otherwise provided above, you may violate copyright, state and other laws of the United States or other countries, and may be subject to penalties.

You hereby represent and warrant to Flint Hills that you have the authority to enter into this User Agreement and any transactions entered into via the Website.

## **Website Membership Agreement**

As an authorized user of your Company, your use of the Website is governed by the Membership Agreement, incorporated herein by reference. Please review the Membership Agreement regarding the authorized use of your Company's account on the Website.

As an authorized user of your Company, you will be granted access to certain areas of the Website through the use of user names and passwords issued to or created by your Company ("User Credentials"). You are responsible for maintaining the confidentiality of your Company's User Credentials. You acknowledge and agree that you and your Company are solely responsible for the actions of any user that gains access to your Company's account and that Flint Hills is not liable for any losses or damages to your Company's account caused by you, any user gaining access to your Company's account or User Credentials, or any failure to comply with the terms and conditions of this User Agreement. **YOU MAY NOT ACCESS THE WEBSITE UNLESS YOUR COMPANY HAS GRANTED YOU PERMISSION AND HAS AUTHORIZED YOU TO HAVE ACCESS VIA USER CREDENTIALS.**

You represent and warrant that you and anyone else accessing your Company's Website account via your User Credentials have the legal authority to do so. You agree to abide by the proprietary information provisions set forth in this User Agreement and the Membership Agreement.

Because electronic media are subject to potential failure, we recommend local backup of your data and information. You agree that Flint Hills shall have no liability for any claim or damages arising out of any breach of network security, or any disclosure, misuse, modification, destruction or loss of data.

## **Terms of Use and Privacy Policy**

Please review our [Terms of Use](#) and [Privacy Statement](#), incorporated herein by reference, for more information regarding how we collect, use and protect the personal and account data of you and your Company as well as additional terms and conditions applicable to your use of the Website. Flint Hills is not responsible or liable for any compromise of the security or integrity of your User Credentials or personal, business or account information or any loss or damage which occurs in connection with your use of the Website.

## **Disclaimer of Warranties**

**Except as expressly set forth herein and to the extent required by law, the Website is provided on an “as is,” “as available” basis, without warranties of any kind, either express or implied, including, but not limited to, those of merchantability, fitness for a particular purpose, title, non-infringement, error-free or uninterrupted operation, or timeliness, availability, reliability, completeness, or accuracy of information.**

**Without limiting the generality of the foregoing, Flint Hills reserves the right at any time to modify or discontinue, temporarily or permanently, the Website or any website services without notice. You agree that Flint Hills shall not be liable for any modification, suspension or discontinuance of the Website or any portion or service thereof.**

**Your use of the Website and of any software provided for use in accessing the Website is at your sole risk. Neither Flint Hills, its related or affiliated entities, nor their respective officers, directors, managers, partners, or employees, warrants that the Website or any use thereof will be uninterrupted or error free, nor do any of them make any warranty as to the results that may be obtained from the use of the Website, or as to the currency, accuracy, reliability or content of any information, service, or merchandise contained in or provided through the Website, or any software provided for use in accessing the Website.**

## **Limitation of Liability**

**Except to the extent required by law, under no circumstances, including negligence or willful misconduct, shall Flint Hills, its related or affiliated entities, or their respective officers, directors, managers, partners, and employees be liable for any direct, indirect, incidental, special, or consequential damages suffered or incurred by you or your Company under or in connection with this User Agreement, any Membership Agreement, the use of the Website or any product or service provided to you or your Company under this User Agreement or any Membership Agreement.**

**To the extent Flint Hills's liability in respect of any products or services provided to you or your Company under this User Agreement or any Membership Agreement cannot be fully excluded by law, that liability is limited, at Flint Hills's option, to the**

**replacement or payment of the costs of re-supply of the products in question or a re-supply or the payment of the cost of re-supply of the services.**

### **Indemnification**

**To the fullest extent permitted by law, you and your Company shall defend, protect, indemnify and hold Flint Hills, its parent company, partners, subsidiaries and any other related or affiliated entities, and their respective officers, directors, managers, partners, and employees (collectively, "Indemnitees") harmless from and against all claims, liabilities, damages, demands, lawsuits, causes of action, strict liability claims, penalties, fines, administrative law actions and orders, expenses (including, but not limited to, attorneys' fees) and costs of every kind and character (collectively, "Claims/Liabilities") arising out of or in any way incident to (a) any breach of this User Agreement by you, or (b) the use of the Website by you, including, but not limited to, claims relating in any way to the transmission of data over the Internet, regardless of whether such harm is to you, Company, Indemnitees or any other person or entity. The duty to defend, protect, indemnify and hold Indemnitees harmless referred to in the preceding sentence shall include, without limitation, Claims/Liabilities that result from the comparative, concurrent or contributing negligence of any person or entity including, but not limited to, Indemnitees or their agents, except you and your Company shall not be liable under this Section for Claims/Liabilities resulting from the sole negligence of Indemnitees.**

### **Miscellaneous**

This User Agreement and the relationship between you, your Company and Flint Hills shall be governed by the laws of the State of Kansas without regard to its conflict of laws provisions. You and Flint Hills consent to jurisdiction and venue only in the federal and state courts seated in Sedgwick County, Kansas. You hereby waive the right to a jury trial in any suit base upon or arising out of this User Agreement.

The failure of Flint Hills to exercise or enforce any right or provision of the User Agreement shall not constitute a waiver of such right or provision. If any portion of this User Agreement is held invalid or unenforceable, such portion(s) shall be limited or excluded from this User Agreement to the minimum extent required and the balance of this User Agreement shall remain in full force and effect.

If any provision of this User Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this User Agreement, which shall remain in full force and effect. The heading of each provision is for convenience of reference only and may not be used in the construction or interpretation of this User Agreement.

There shall be no presumption against any party on the ground that such party was responsible for drafting this User Agreement.

## **Acknowledgement**

By accessing or using the Website service, YOU AGREE TO BE BOUND BY THIS USER AGREEMENT, THE MEMBERSHIP AGREEMENT BETWEEN YOUR COMPANY AND FLINT HILLS, THE WEBSITE GENERAL TERMS AND CONDITIONS, AND THE PRIVACY STATEMENT REFERENCED HEREIN.