



Terms of Use

Archer Daniels Midland Company ('ADM') welcomes you. The following General Website Terms of Use Agreement (the 'Agreement') governs your general access to and use of this website (the 'Service'). Please review this Agreement carefully. By accessing and using the general areas of the Service, you agree to be legally bound by all of the terms, conditions and notices contained or referenced herein. Please note that if you choose to access any password protected areas of our website, you may be required to electronically sign and be legally bound by the ADM Advanced Website Terms and Conditions Agreement.

1. Copyright Rights

All copyright rights in the text, images, photographs, graphics, user interface, and other content provided on the Service, and the selection, coordination, and arrangement of such content, are owned by ADM or its third-party licensors, to the full extent provided under the United States Copyright Act and all international copyright laws. Under applicable copyright laws, you are prohibited from copying, reproducing, modifying, distributing, displaying, performing or transmitting any of the contents of the Service for any purposes. Nothing stated or implied on the Service confers on you any license or right under any copyright of ADM or any third party.

The Service and the information contained in reference herein are for informational purposes only. Any reproduction, copying, or redistribution for commercial purposes of any materials or design elements of the Service is strictly prohibited, without the prior written consent of ADM. Requests for permission to reproduce any information contained on this Service should be addressed to Archer Daniels Midland Co., Attn: Legal, 4666 Faries Parkway, Decatur, Illinois, 62525; e-mail: siteusage@adm.com.

Notwithstanding the above, ADM authorizes you to make one (1) electronic or paper copy of the information posted on any page of the Service, provided that the copy is used solely for non-commercial, personal purposes, and further provided that any such copy remains protected by all copyright, trademarks, service marks, and other proprietary notices and legends contained on the Service. Systematic retrieval of data or other content from this Service to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from ADM is prohibited.

2. Trade and Service Mark Rights

All rights in the product names, company names, trade names, logos, product packaging and designs of all ADM or third-party products or services, whether or not appearing in large print or with the trademark symbol, belong exclusively to ADM or their respective owners, and are protected from reproduction, imitation, dilution or confusing or misleading uses under national and international trademark and copyright laws. The use or misuse of these trademarks or any materials, except as permitted herein, is expressly prohibited and nothing stated or implied on this Service confers on you any license or right under any patent or trademark of ADM or any third party. Some of the images used on the ADM website were obtained from IMSI's Master Clips® and Master Photos® Premium Image Collection, 1895 Francisco Blvd. East, San Rafael, CA 94901-5506 USA.

3. Modification of This Agreement

ADM reserves the right to amend this Agreement at any time. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms of Use Agreement to which you are bound. Your use of the Service after the posting of modifications to this Agreement will constitute your acceptance of this Agreement, as modified. If, at any time, you do not wish to accept this Agreement, you may not use the Service.

4. Links to Third-Party Services

This Service may contain links to other Services ('Linked Services'). The Linked Services are not under the control of ADM and ADM is not responsible for the contents of the Linked Services, including, without limitation, links contained on Linked Services, or any changes or updates to Linked Services. ADM is providing Linked Services to you only as a convenience, and the inclusion of such Linked Services is not an endorsement by ADM in favor of any company offering Internet services, products or services on the Linked Services.

5. Obligations

You are required to comply with all applicable law in connection with your use of the Service, and such further limitations as may be set forth in any written or on-screen notice from ADM. As a condition of your use of the Service, you warrant that you will not use the Service for any purpose that is unlawful or prohibited by this Agreement.

6. Prohibited Uses Generally

Without limiting the foregoing, you agree not to transmit, distribute, post, communicate or store information or other material on, to or through the Service that:

1. is copyrighted, unless you are the copyright owner;
2. reveals trade secrets, unless you own them;
3. infringes on any other intellectual property rights of others or on the privacy or publicity rights of others;
4. is obscene, defamatory, threatening, harassing, abusive, hateful, slanderous or embarrassing to any other person or entity as determined by ADM in its sole discretion;
5. is sexually-explicit;
6. constitutes advertisements or solicitations of business, surveys, contests, chain letters or pyramid schemes; or
7. contains viruses, Trojan horses, worms, time bombs, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

You further agree not to:

1. use any incomplete, false or inaccurate biographical information or other information for purposes of registering as a user of the Service, or for purposes of registering for any promotions offered through the Service;
2. delete or revise any material or other information of any other user or ADM;
3. harvest or otherwise collect information about others, including e-mail addresses, without their consent;
4. take any action that imposes an unreasonable or disproportionately large load on the Service's infrastructure;
5. use any device, software or routine to interfere or attempt to interfere with the proper working of the Service or any activity being conducted on this site;

6. use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Service other than the search engine and search agents available from ADM on the Service and other than generally available third party web browsers (e.g., Netscape Navigator and Microsoft Internet Explorer); or
7. allow any other person or entity to use your username or password for posting or viewing comments or sending or receiving materials;
8. attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Service.

You further agree not to violate or attempt to violate the security of the Service, including, without limitation:

1. accessing data not intended for you or logging into a server or account that you are not authorized to access;
2. attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
3. attempting to interfere with service to any user, host or network, including, without limitation, by way of submitting a virus to, or overloading, 'flooding', 'spamming', 'mailbombing' or 'crashing', the Service;
4. sending unsolicited e-mail, including promotions and/or advertising of products or services; or
5. forging any TCP/IP packet header or any part of the header information in any e-mail or posting. Violations of system or network security may result in civil or criminal liability. ADM will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

ADM reserves the right to review postings on its Service, to remove any postings, and to terminate your ability to post to the Service at any time without notice, in its sole discretion. ADM also reserves the right to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part.

7. License Granted

ADM does not claim ownership of any information or material you transmit, distribute, post, communicate or store on, to or through the Service. However, by submitting or posting information or material on, to or through the Service, you grant ADM a worldwide, royalty free, perpetual, irrevocable and non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content anywhere, for any purpose, and in any form, media or technology now known or later developed. No compensation will be paid with respect to the use of your posting. ADM is free to use any ideas, concepts, know-how, or techniques contained in any communication you send for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information. ADM is under no obligation to maintain any posting you make and may remove any posting at any time in its sole discretion.

By posting or submitting content to this Service, you also warrant and represent that you own or otherwise control all of the rights to the content of the public posting, and that use of your content by ADM will not infringe or violate the rights of any third party.

8. Notice of Copyright Infringement

If you believe that your work has been copied and is accessible on this Service in a way that constitutes copyright infringement, please provide ADM's Copyright Agent with the following information:

1. identification of the copyrighted work claimed to have been infringed;
2. identification of the allegedly infringing material on the Service that is requested to be removed;
3. your name, address and daytime telephone number, and an e-mail address if available, so that ADM may contact you if necessary;
4. a statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law;
5. a statement that the information in the notification is accurate, and under penalty of perjury, that the signatory is authorized to act on behalf of the owner of an exclusive copyright right that is allegedly infringed; and
6. an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

ADM's Copyright Agent for Notice of claims of copyright infringement on the Service is Lori Graham. She can be reached as follows: Lori Graham,

Copyright Agent
Archer Daniels Midland Co.
4666 Faries Parkway
Decatur, IL 62525
217/424-5504
e-mail: siteusage@adm.com

ADM will remove any posted submission which infringes the copyright of any person under the laws of the United States upon receipt of such a statement (or, more specifically, any statement in conformance with 17 U.S.C. § 512(c)(3)). United States law provides significant penalties for submitting such a statement falsely.

9. Online Privacy Statement

You agree and consent to the terms of the ADM Online Privacy Statement, a copy of which you should review by clicking [here](#).

10. Disclaimer of Warranties

THE SERVICE IS PROVIDED 'AS IS.' ADM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SERVICE, INCLUDING ANY PART THEREOF, OR ANY WEBSITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICE. ADM DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ADM DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (i) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (ii) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (iii) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (iv) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, (v) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA, AND (vi) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE,

OR OTHER ACTS OR OMISSIONS BY ADM OR ANY THIRD PARTY. FURTHER, AND WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, THERE IS NO WARRANTY THAT THE SERVICE WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON.

11. Limitation of Liability

IN NO EVENT WILL ADM OR ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SERVICE, OR ON ANY WEBSITE LINKED TO THIS SERVICE, BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS, USE OR INABILITY TO USE THIS SERVICE OR ANY SITE LINKED TO THIS SERVICE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ALTERATION, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE.

THESE LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF ADM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, ADM'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

12. Exclusion of Consequential Damages.

IN NO EVENT SHALL ADM OR ANY THIRD PARTY BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR INDIRECT DAMAGES ARISING UNDER OR IN ANY WAY RELATED TO THE SERVICE, INCLUDING ANY PART THEREOF, OR ANY OTHER CONTENT, (INCLUDING LOST PROFITS, LOSS OF BUSINESS OR DATA, BUSINESS INTERRUPTION, TRADING LOSSES, AND DAMAGES THAT RESULT FROM INACCURACY OF THE INFORMATION OR INCONVENIENCE, DELAY, OR LOSS OF THE USE OF THE SERVICE) EVEN IF ADM OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

13. Indemnification

Upon a request by ADM, you agree to defend, indemnify and hold harmless ADM and its subsidiaries, affiliates, officers, agents, co-branders or other partners and employees from all liabilities, claims and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to or transmit through this Service, your use of the Service, your violation of this Agreement or your violation of any rights of another.

14. Choice of Law and Forum

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, excluding its conflict of law rules. You and ADM expressly agree to submit to the exclusive jurisdiction and venue of the courts in Illinois in all disputes arising out of or relating to the use of this Service.

15. Severability and Integration

Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and ADM and governs your use of this Service, superceding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and ADM. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

16. No Waiver

The failure of ADM to enforce any provisions of this Agreement or respond to a breach by you or other parties shall not in any way waive its right to enforce subsequently any terms or conditions of this Agreement or to act with respect to similar breaches.

17. No Professional Advice

Any information supplied by any employee or agent of ADM, whether by telephone, e-mail, letter, facsimile, Internet transmission or other form of communication, is intended solely as general guidance on the use of the Service, and does not constitute legal, tax, accounting, marketing or other professional advice. Individual situations and state laws vary and users are encouraged to obtain appropriate advice from qualified professionals in the applicable jurisdictions. Any statement of facts contained on any ADM Website or in market comments, which may be posted on an ADM Website, are derived from sources believed to be reliable, but are not guaranteed as to accuracy, nor do they purport to be complete. No responsibility is assumed with respect to any such statement, nor with respect to any expression of opinion herein contained.

18. Miscellaneous

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ADM as a result of this Agreement or your use of this Service. Nothing contained in this Agreement is in derogation of ADM's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by ADM with respect to such use. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If we decide to change any of these terms or conditions, we will post those changes, and the date we made those changes, here, so please check back often. If you have any questions or comments about this Agreement, you may contact your local ADM merchandiser or manager, or send an e-mail to siteusage@adm.com.

19. Termination

ADM reserves the right, in its sole discretion, to terminate your access to all or part of this Service, with or without notice.

Date last modified: May 8, 2001

Copyright © 2000 Archer Daniels Midland Company. All rights reserved.