

SMS TERMS AND CONDITIONS

VENTURE FUELS SMS TERMS AND CONDITIONS (US-BASED TEXT MESSAGING PROGRAMS)

IMPORTANT! PLEASE READ THESE VENTURE FUELS SMS TERMS AND CONDITIONS CAREFULLY BEFORE SIGNING UP FOR ANY VENTURE FUELS. (“VF” OR “WE” OR “US”) TEXT MESSAGING PROGRAM. BY SIGNING UP FOR ONE OR MORE OF VENTURE FUELS’ TEXT MESSAGING PROGRAMS, YOU AGREE TO ABIDE BY AND BE BOUND TO THESE VENTURE FUELS SMS TERMS AND CONDITIONS. FURTHERMORE, THESE VENTURE FUELS SMS TERMS AND CONDITIONS CONTAIN AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER, WHICH AFFECTS HOW DISPUTES WITH VENTURE FUELS ARE RESOLVED.

By signing up for one or more text messaging programs, you expressly consent to receive marketing or non-marketing text messages, as applicable, from Venture Fuels and others texting on its behalf, including text messages made with an automatic telephone dialing system (“autodialer”), at the telephone number(s) that you provide. You may opt-out of these communications at any time.

Program Description

Venture Fuels and its service providers may use an autodialer to deliver text messages to you. VF text messages are intended to provide you with marketing and promotional information regarding our products and services (e.g., events and promotions offered by VF or any of its authorized partners). We may also provide you with transaction-related information.

Message Frequency

The number of VF text messages that you receive will vary depending on which VF text messaging programs you sign up to receive and the frequency of the messages sent by those programs. You will receive a maximum of seven messages per week for the VF daily market updates text messaging program, and no more than two messages a week that are promotional in nature.

Cost

Message and data rates may apply to each text message sent or received in connection with VF text messages, as provided in your mobile telephone service rate plan (please contact your mobile telephone carrier for pricing plans), in addition to any applicable roaming charges. VF does not impose a separate fee for sending VF text messages; however, you are responsible for any fees imposed by your mobile carrier of any kind whatsoever.

How to Opt-In

To opt-in to receive text messages from an VF text messaging program(s), please follow the instructions provided by the specific program from which you wish to receive messages. For example, you may be asked to reply in the affirmative in the manner indicated in an initial text message (e.g., Y or Yes). You may be asked to sign a voluntary opt-in form. You may also opt-in voluntarily by signing up on our website.

How to Opt-Out

To stop receiving text messages from a specific VF text messaging program, text STOP to the ten-digit number for the text messaging program from which you no longer wish to receive messages (i.e., the ten-digit number from which its text messages are being sent). You acknowledge that you will then receive one (1) final message from VF confirming your opt-out of that text messaging program. Following such confirmation message, no additional text messages associated with that program will be sent to you unless you re-activate your subscription. **This will only opt you out of the specific text messaging program associated with that ten-digit number.** You will remain opted in to other VF text messaging programs.

Your Mobile Telephone Number

You represent that you are the account holder for the mobile telephone number(s) that you enroll. You are responsible for notifying VF immediately if you change your mobile telephone number. You may notify VF of a number change by contacting our office at 608-783-9516

You agree to indemnify VF in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify VF if you change your telephone number including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

Access or Delivery to Mobile Network is Not Guaranteed

It is your responsibility to determine if your mobile carrier supports text messaging and if your mobile device is capable of receiving text messages. Your receipt of our text messages is subject to the terms and conditions of your agreement(s) with your mobile carrier.

Delivery of information and content to a mobile device may fail due to a variety of circumstances or conditions. You understand and acknowledge that network services, including but not limited to mobile network services, are outside of Venture Fuels' control, and Venture Fuels is not responsible or liable for issues arising from such network services (e.g., delayed or undelivered messages or the security of any messages).

Support/Help

To request more information, text HELP to the ten-digit number for the text messaging program about which you have questions (i.e., the ten-digit number from which its text messages are being sent). You may also receive help by contacting our office at 608-783-9516

Eligibility

To receive Venture Fuels text messages, you must be a resident of the United States and 18 years of age or older. Venture Fuels reserves the right to require you to prove that you are at least 18 years of age.

Changes to Terms and Conditions

Venture Fuels may revise, modify, or amend these SMS Terms and Conditions at any time. Any such revision, modification, or amendment shall take effect when it is posted to Venture Fuels' website (www.venturefuels.com) You agree to review these Venture Fuels' SMS Terms and Conditions periodically to ensure that you are aware of any changes. Your continued consent to receive Venture Fuels text messages will indicate your acceptance of those changes.

Termination of Text Messaging

We may suspend or terminate your receipt of Venture Fuels' text messages if we believe you are in breach of these SMS Terms and Conditions. Your receipt of Venture Fuels text messages is also subject to termination in the event that your mobile telephone service terminates or lapses. Venture Fuels reserves the right to modify or discontinue, temporarily or permanently, all or any part of Venture Fuels text messages, with or without notice.

Privacy

Your privacy is important to us. Please visit (www.venturefuels.com PRIVACY POLICY) to review our privacy statement.

Arbitration and Class Action Waiver

Please read this carefully. It affects your rights.

Any dispute or claim relating in any way to your receipt or use of Venture Fuels text messages will be resolved by binding arbitration, rather than court.

Any and all controversies, disputes, demands, counts, claims, or causes of action (including the interpretation and scope of this clause, and the arbitrability of the controversy, dispute, demand, counts, claim, or cause of action) between you and Venture Fuels or Venture Fuels' employees, agents, successors, or assigns, shall exclusively be settled through binding and confidential arbitration, except that you or Venture Fuels may take claims to small claims court if the dispute qualifies for hearing by such court. In addition, each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

This agreement to arbitrate is intended to be broadly interpreted, and expressly includes claims brought under the Telephone Consumer Protection Act, 47 U.S.C. § 227 et seq., or any other statute, regulation, or legal or equitable theory. You and Venture Fuels hereby agree that the Federal Arbitration Act, 9 U.S.C. 1, et seq. ("FAA") applies to this agreement to arbitrate, and governs all questions of whether a dispute is subject to arbitration. However, just as a court would, the arbitrator or arbitrators must honor the terms and limitations in these Venture Fuels Terms and Conditions, and can award damages and relief (including any attorneys' fees) authorized by law. The arbitration decision and award is final and binding, with some exceptions under the FAA, and judgment on the award may be entered in any court of competent jurisdiction. There is no judge or jury in arbitration and arbitration procedures are simpler and more limited than rules applicable in court. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND VENTURE FUELS ARE EACH WAIVING THE RIGHT TO SUE IN COURT, INCLUDING RIGHTS TO RECEIVE A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS**

MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY-GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING.

THIS AGREEMENT DOES NOT ALLOW FOR CLASS ARBITRATIONS. RATHER, YOU AND WE ARE ONLY ENTITLED TO PURSUE ARBITRATION ON AN INDIVIDUAL, BILATERAL BASIS. FURTHER, AND UNLESS YOU AND VENTURE FUELS AGREE OTHERWISE IN WRITING, THE ARBITRATOR(S) MAY NOT CONSOLIDATE MORE THAN ONE INDIVIDUAL PARTY'S CLAIMS WITH ANY OTHER PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR COLLECTIVE PROCEEDING.

This agreement to arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

Limitation of Liability

To the fullest extent permissible pursuant to applicable law, we are not responsible and will not be liable for any damages of any nature, including without limitation any incidental, special or consequential damages (such as lost profits or lost business opportunities), punitive damages or attorney's fees.

Our Daily Market Update material has been prepared by a sales or trading employee or agent of Venture Fuels, LLC and is intended for informational purposes only. By accepting those communications, you agree that you are an experienced user of the futures markets, capable of making independent trading decisions, and agree that you are not, and will not rely solely on this communication in making trading decisions.

Distribution in some areas may be prohibited by law. Persons in possession of these communications indirectly should inform themselves about and observe any such prohibition or restriction.

Market pricing is based on information taken from trades and statistical services and other sources that Venture Fuels, LLC believes are reliable. We do not guarantee that such information is accurate or complete and it should not be relied upon as such. Market pricing advice reflects our good faith judgment at a specific time and is subject to change without notice. There is no guarantee that the advice we give will result in profitable purchases.

Applicable Law

Except as otherwise provided herein, your use of this service under this agreement is governed by the laws of the State of Wisconsin.

Severability

If any term of these Venture Fuels Terms and Conditions is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. If application of this severability provision should materially and adversely affect the economic substance of the transactions contemplated hereby, the party adversely impacted shall

be entitled to compensation for such adverse impact, provided the reason for the invalidity or unenforceability of a term is not due to serious misconduct by the party seeking such compensation.