

FUTUREFUEL CORPORATION

Website Terms of Use

These website Terms of Use (these “*Terms of Use*”) shall apply to individual visitors to <https://futurefuelcorporation.com/> (the “Website”) of FutureFuel Corporation (“Company”, “we”, “us” or “our”) and shall constitute such visitor’s agreement to abide by the Terms of Use.

The Website is provided to assist Website visitors in gathering information about our Goods and Services, providing information about how to contact us for more information about our Goods and Services, accessing our public disclosures and other information, and accessing information about employment and open positions with the Company (collectively the “Offerings”).

This Website (including its related platforms) is made accessible to you conditioned upon your acceptance without modification of all the Terms of Use. By accessing or using this Website, you agree to be bound by these Terms of Use, and our Privacy Policy (<https://futurefuelcorporation.com/documents/FutureFuel-privacy-policy.pdf>) which is incorporated into these Terms of Use by reference. **If you do not accept these Terms of Use, please do not use this Website (or its related platforms) to access any information thereon, including the Offerings.**

CHANGES TO TERMS OF USE

We reserve the right at any time, at our sole discretion, to change or otherwise modify these Terms of Use without prior notice, and your continued access or use of this Website (or its related platforms) signifies your acceptance of the updated or modified terms of the Terms of Use. You should be sure to return to this page to review the most current version of the Terms of Use.

USE OF THE WEBSITE

THESE TERMS OF USE SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS TO AND USE OF THE WEBSITE.

As a condition of your use of the Website, you represent and warrant that:

1. You are at least 18 years of age;
2. You possess the legal authority to create a binding legal obligation;
3. You will use the Website only in accordance with these Terms of Use;
4. All information supplied by you on this Website is true, accurate, current and complete; and
5. If you transact online with us, you will be completely responsible for the use or possession of that information by anyone other than you.

We retain the right at our sole discretion to deny anyone access to the Website, at any time and/or for any reason, including, but not limited to, for violation of these Terms of Use.

PROHIBITED ACTIVITIES

The content and information on the Website, as well as the infrastructure used to provide such content and information, is proprietary to us or our business partners and/or third party providers. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, assign, or sell or re-sell any information, software, products, or units obtained from or through the Website.

Additionally, you agree not to:

1. Use the Website or their contents for any commercial purpose;
2. Make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
3. Access, monitor or copy any content or information of the Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
4. Violate the restrictions in any robot exclusion headers on the Website or bypass or circumvent other measures employed to prevent or limit access to the Website;
5. Take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
6. Deep-link to any portion of the Website (including, without limitation, the rental path for any self-storage related information) for any purpose without our express written permission; or
7. “Frame”, “mirror” or otherwise incorporate any part of the Website into any other website without our prior written authorization.

INTELLECTUAL PROPERTY

Our trademarks, service marks, graphics and logos used in connection with the Website or the Offerings are the intellectual property of the Company or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website or the Offerings may be the intellectual property of other third-parties. Your use of the Website or access to the Offerings does not grant you any rights or licenses to reproduce or otherwise use any Company intellectual property or third-party intellectual property.

WEBSITE COPYRIGHTS

If you believe in good faith that materials hosted by us infringe your copyright, you (or your agent) may send us a written notice that includes the following information:

1. A clear identification of the copyrighted work you claim was infringed;
2. A clear identification of the material you claim is infringing the copyrighted work, and information that will allow us to locate that material on the Website, such as a link to the infringing material;
3. Your contact information so that we can reply to your complaint, preferably including an email address and telephone number;

4. A statement that you have a “good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law;” and
5. A statement that “the information in the notification is accurate, and under penalty of perjury, the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”

The notice must be signed by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Aforementioned notices should be sent to: Legal@ffcmail.com.

THE COPYRIGHT AGENT SHOULD BE CONTACTED ONLY FOR THE PURPOSE OF NOTIFYING THE COPYRIGHT AGENT OF ALLEGED COPYRIGHT INFRINGEMENT.

ANY REQUEST, INQUIRY OR COMMUNICATION THAT IS SENT TO THE COPYRIGHT AGENT FOR ANY OTHER PURPOSE WILL NOT RECEIVE A RESPONSE.

It is Company's policy to terminate, in appropriate circumstances and to the extent it is able to do so, access of users of the Website who are repeat copyright infringers or who are the subject of repeated copyright infringement complaints.

THIRD-PARTY INTERACTIONS AND LINKS TO THIRD-PARTY WEBSITES

This the Website may be linked to other websites on the internet that are not under the control of or maintained by us, including social media websites. Such links do not constitute an endorsement by us of any such websites. You acknowledge that we are providing these links to you only as a convenience, and you agree that we are not responsible for the content or links displayed on such websites to which you may be linked from the Website. Your interactions with third-parties found on or through the Website, and any other terms, conditions, warranties or representations associated with such dealings are solely between you and such third-parties.

You agree that we shall not be responsible or liable for any loss or damage incurred as a result of your dealings with any third-parties. If there is a dispute between participants on the Website, or between users and any third-party, you understand and agree that we are under no obligation to become involved.

GENERAL INDEMNIFICATION / LIABILITY

By using the Website, you agree to release, discharge, indemnify and hold harmless the Company, its contractors, its licensors, and their respective affiliates, directors, officers, employees and agents from and against any and all claims and expenses, including legal fees, arising out of your use of the Website, including but not limited to out of your violation of any representation or warranty contained in these Terms of Use.

We shall not be liable to you or to any third-party for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not we have been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

We make no warranties to you except as expressly set forth in these Terms of Use. All other warranties, express and implied, are expressly disclaimed.

EXCEPTION FOR EU CITIZENS

IF YOU ARE RESIDENT IN THE EUROPEAN UNION, THE COMPANY DOES NOT EXCLUDE OR LIMIT ITS LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM NEGLIGENCE.

NEITHER THE COMPANY, ANY OF OUR AFFILIATES, NOR ANY OF OUR OR THEIR RESPECTIVE LICENSORS, LICENSEES, SERVICE PROVIDERS, OR SUPPLIERS WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE PRODUCTS, OFFERINGS, CONTENT AND MATERIALS IN THIS WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

LOCAL LAWS; EXPORT CONTROL

The Company controls and operates this Website from its office locations in the United States of America and makes no representation that the materials are appropriate or will be available for use in other locations. Unless otherwise explicitly stated, all marketing or promotional materials found on this Website are solely directed to individuals, companies, or other entities located in the United States of America. If you use this Website from outside the United States of America, you are entirely responsible for compliance with applicable local laws, including but not limited to the export and import regulations.

DISCLAIMERS; INACCURACIES AND ERRORS

Your use of the Website is at your own risk. We do not warrant the accuracy or timeliness of the Offerings or the ultimate availability of any Goods, Services or employment with the Company as represented via the Website. We have no liability for any errors or omissions in the representations of information on the Website.

The descriptions, pictures and other representations of any Offerings on the Website may contain inaccuracies and errors. We do not make any warranty or representation with respect to the accuracy or completeness of any such information. Furthermore, the information provided on the Website may change without notice to you at any time in our or a third-party's sole discretion. We or a third-party shall have the right to amend or correct inaccurate or incomplete information made available via the Website from time to time, as needed.

THE WEBSITE IS PROVIDED TO YOU ON AN "AS IS" AND "WHERE-IS" BASIS, WITHOUT ANY WARRANTY. THE COMPANY, FOR ITSELF AND ANY THIRD-PARTY PROVIDING MATERIALS, SERVICES, OR CONTENT TO THE WEBSITE, MAKE NO REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THE WEBSITE INCLUDING BUT NOT LIMITED TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY, OR COMPLETENESS OF ANY MATERIAL, INFORMATION,

PRODUCT, OR SERVICE CONTAINED ON THE WEBSITE. ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED. THE COMPANY WILL NOT BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING FROM OR CONNECTED WITH THE WEBSITE, INCLUDING BUT NOT LIMITED TO, YOUR USE OF THE WEBSITE OR YOUR INABILITY TO USE THE WEBSITE, EVEN IF THE COMPANY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

We encourage you to contact the Company using the information in the **Contact Us** section below for complete, accurate and up-to-date information about information provided on the Website, including the Offerings.

INDEMNIFICATION FOR UNAUTHORIZED USE

Any unauthorized use of the Website may violate copyright laws, trademark laws, the laws of privacy and publicity and regulations and other applicable laws and regulations. You alone are responsible for your actions or the actions of any person using your user name and/or password for the Website. As such, you shall indemnify and hold the Company Storage, its contractors, its licensors, and their respective affiliates, directors, officers, employees and agents harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees) incurred in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third-party that your use of the Website or the use of the Website by any person using your user name and/or password violates any applicable law or regulation, or the rights of any third-party.

PRIVACY

Our Privacy Notice is available at (<https://futurefuelcorporation.com/documents/FutureFuel-privacy-policy.pdf>).

MISCELLANEOUS

You shall not assign any rights or delegate any duties or obligations hereunder or transfer or otherwise dispose of these Terms of Use or any part of the Terms of Use or its rights, title and interest herein. Any assignment or delegation made without our express written approval shall be null and void. Any assignment of these Terms of Use so consented to shall not, however, relieve you of your obligations, representations and warranties under these Terms of Use. We shall not be liable or responsible you, or be deemed to have defaulted under or breached these Terms of Use, for any failure or delay in fulfilling or performing any term of these Terms of Use, when and to the extent such failure or delay is caused by or results from acts beyond our reasonable control, including, without limitation, fires, floods, strikes, civil, governmental or military authorities, acts of God, acts of terrorism, acts of war, epidemics, pandemics, health or safety restrictions. The

Terms of Use are for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms of Use. If any provision of the Terms of Use (or part of any provision) is found by any court or another authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Terms of Use, and the validity and enforceability of the other provisions of these Terms of Use shall not be affected. The Terms of Use and all matters arising out of or relating to these Terms of Use are governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction.

CONTACT US

Should you wish to contact us with respect to the Website, information made available thereon, or the Offerings, communications may be sent via regular mail to:

FutureFuel Corporation
8235 Forsyth Blvd, Suite 900
St. Louis, MO, 63105

You may also contact us via email at info@ffcmail.com.

We will review and address all communications sent pursuant to these Terms of Use.

Please be aware that you may be liable for damages if you make a false claim of copyright infringement.

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