

# Website Terms of Use

Effective date: June 26, 2013

Thank for visiting this website (this “Site”), which is owned by the National Pork Board (“NPB,” “we,” “us,” and “our”). These Terms of Use govern your use of this Site and any other NPB-owned website on which they are posted.

## Questions About These Terms of Use

If you have any questions about these Terms of Use, please contact us by mail at National Pork Board, 1776 N.W. 114th St., Clive, IA 50325, or by email at [info@pork.org](mailto:info@pork.org).

## Your Consent to These Terms of Use

By accessing or using this Site, you are agreeing to comply with and be bound by these Terms of Use. If you do not agree to these Terms of Use, you may not use this Site.

## Your Consent to our Online Privacy Statement

Our [Online Privacy Statement](#) describes our data practices as they relate to information collected through this Site. Our Online Privacy Statement is an integral part of and is incorporated into these Terms of Use.

## Your Consent to Other Agreements

When you sign up to use a special feature of this Site, you may be asked to agree to special terms governing your use of the special feature. In such cases, you may be asked to expressly consent to the special terms, for example, by checking a box or clicking on a button marked “I agree.” This type of agreement is known as a “click-through” agreement. If any of the terms of the click-through agreement are different than the terms of these Terms of Use, the terms of the click-through agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the click-through agreement.

## These Terms of Use May Change

NPB reserves the right to update or modify these Terms of Use at any time and without prior notice, by posting the revised version of the Terms of Use on this Site. Your use of this Site following any such change constitutes your agreement to the revised Terms of Use. You may access the current version at any time by clicking on the link marked “Terms of Use” at the bottom of each page of the public areas of this Site.

## Definitions

*The term “Content”* refers to all of the software and code comprising or used to operate this Site, and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, and other materials available on this Site.

*The term “Feedback”* refers to the Content you post on or through this Site that is specifically about how we can improve this Site and the products and services we make available through this Site.

*The terms “NPB,” “we,” “us,” and “our”* refer to the National Pork Board.

*References to this “Site”* refer to any NPB-owned website on which these Terms of Use are posted.

*The term “Terms of Use”* refers to this Site’s Terms of Use.

*The terms “User-Generated Content” or “UGC”* refer to all of the content that you post using the social networking tools we make available to you and that does not constitute Feedback.

## **Trademarks**

The NPB names and logos, all product names, all page headers, all custom graphics, all button icons, and all trademarks, service marks and logos appearing on this Site are trademarks (whether registered or not), service marks and/or trade dress of the National Pork Board or are included with the permission of the rights owner (the “Marks”). You are not authorized to display or use the Marks in any manner without our prior written permission. The use or misuse of the Marks is expressly prohibited.

## **Other Intellectual Property Rights**

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in the Content; and (iii) you do not copy or post the Content on any network computer or broadcast the Content in any media.

### **Responsibility for User-Generated Content Posted on or Through this Site**

You are responsible for UGC that you post: Under no circumstances will we be liable in any way for any UGC. This means that you, not NPB, are entirely responsible for all UGC that you post and that you can be held personally liable for comments that are defamatory, obscene, or libelous, or that violate these Terms of Use, an obligation of confidentiality, or the rights of others. If any part of the UGC you post is not your original work, it is your responsibility to obtain any necessary permission to post it.

Because we do not control the UGC posted on or through this Site, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that UGC. You also agree and understand that by accessing this Site, you may encounter UGC that you may consider to be objectionable. We have no responsibility for any UGC, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you may claim was incurred as a result of the use of any UGC posted, emailed, transmitted or otherwise made available on or through this Site. The UGC posted on or through this Site expresses the personal opinions of the individuals who posted it and does not necessarily reflect the views of NPB or any person or entity associated with NPB.

You own UGC, but we may use it: You own the copyright in any original UGC you post. We do not claim any copyrights in UGC. However, by using this Site you are granting us and our subsidiaries, affiliates, successors and assigns, a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain repurpose, and commercialize UGC you post in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction, notification, or attribution, and without compensating you in any way, and to authorize others to do the same. For this reason, we ask that you not post any UGC that you do not wish to license to us, including any photographs, videos, confidential information, or product ideas.

We may disclose and/or remove UGC: NPB has certain rights. We have the right (but do not assume the obligation) to:

- monitor all UGC;
- require that you avoid certain subjects;
- remove or block any UGC at any time without notice at our sole and absolute discretion;
- disclose any UGC and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of NPB or others, or to enforce these Terms of Use; and

- terminate your access to and use of this Site, or to modify, edit or block your transmissions thereto in our sole discretion.

You agree that our exercise of such discretion shall not render us the owners of UGC you post, and that you will retain ownership thereof as described above.

Restrictions on UGC: It is a condition of these Terms of Use that you do not:

upload, post, transmit or otherwise make available

- any UGC that is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;
- any UGC that constitutes or encourages activity illegal under criminal or civil law;
- any UGC that is false, misleading, or fraudulent;
- any UGC that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- any UGC that violates or infringes upon the rights of others, including UGC which violates the patent rights, copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
- any UGC that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen years old and you have first obtained his/her express permission or (ii) that person is under eighteen years old but you are his/her parent or legal guardian;
- any request for or solicitation of any personal or private information from any individual;
- any request for or solicitation of money, goods, or services for private gain;
- any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or
- any UGC that contains advertising, promotions or marketing, or which otherwise has a commercial purpose;

impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or

violate any local, state, national or international law, rule or regulation.

By posting UGC, you represent and warrant that (i) you own or otherwise control all of the rights to the UGC and have the right to grant the license set forth in these Terms of Use; (ii) the UGC is accurate, and (iii) you are at least eighteen years old and you have read and understood—and your UGC fully complies with—these Terms of Use and applicable laws and will not cause injury to any person or entity.

## **Removal of Content**

In general: You can report objectionable UGC by contacting us using the information provided above. While we do not have any obligation to remove UGC from this Site merely because of a removal request, we will review all such requests and will remove UGC that we determine should be removed, in our sole discretion and in accordance with these Terms of Use and applicable law. Please be aware, however, that if the UGC has already been distributed to other websites or published in other media, we will not be able to recapture and delete it. Also, a back-up or residual copy of the UGC we remove from our Sites may remain on back-up servers.

Violation of copyrights NPB does not knowingly violate or permit others to violate the copyrights of others. We will promptly remove or disable access to material that we know is infringing or if we become aware of circumstances from which infringing activity is apparent.

If you believe that your own work, or the work of a third party for whom you are authorized to act, is featured on this Site or has been otherwise copied and made available on this Site in a manner that constitute copyright infringement, please notify us immediately. Your notice must be in writing and must include:

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- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on our Sites (including the URL, title and/or item number if applicable, or other identifying characteristics);
- your name, address, telephone number, and email address, and, if you are not the owner of the copyright, the name of the owner; and
- a written statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please send your statement to

Jill Criss  
1776 NW 114th St  
Clive, IA 50325  
info@pork.org

## **Your Feedback**

Although we do not claim ownership of UGC, the Feedback you provide to us will be and remain our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all applicable intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you

submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

### **Disclaimer of Warranties**

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### **Exclusion of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS WE, ON BEHALF OF OUR OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, SERVICE PROVIDERS, AND OTHER REPRESENTATIVES EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS; LOSS OF

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IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED TEN DOLLARS (\$10.00).

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### **Waiver**

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by any of us of any breach of any provision of these Terms of Use or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

### **Severability**

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use shall remain in full force and effect.

### **Governing Law, Jurisdiction and Venue**

NPB's headquarters are located in Iowa. These Terms of Use shall be governed under the laws of the State of Iowa without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use shall be venued exclusively in state or federal court in Des Moines, Iowa. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

### **Entire Agreement.**

These Terms of Use, together with our Privacy Policy and any applicable privacy notice or click-through agreement, contain the entire understanding and agreement between you and us with respect to this Site and supersede all previous communications, negotiations and agreements, whether oral, written, or electronic between you and us with respect to this Site.