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.

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.

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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.
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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.

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- 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

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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.**

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