

## **TERMS OF SERVICE**

**[Last Modified April 25, 2016]**

Welcome to the Iowa Pork Producer Association websites! Throughout the Terms and Conditions, the terms “we”, “us” and “our” refer to Iowa Pork Producers Association, including its wholly-owned subsidiaries. By using our websites, including but not limited to the Iowa Pork Producers Association website and the Iowa Pork Congress website (sometimes collectively referred to as the “Sites”), you agree to be bound by these Terms and Conditions, as amended from time to time without notice (collectively, the “Terms of Service” or “Terms”). Our Privacy Policy and any other policies, rules or guidelines that may be applicable to particular offers or features on the Sites are also incorporated into these Terms.

**The Sites are intended for use by individuals over the age of 18, or the age of majority in your jurisdiction, and capable of entering into and abiding by these Terms of Service, including those additional terms and conditions and policies referenced herein and/or made available by hyperlink. If you are not over the age of 18, or are not the age of majority in your jurisdiction, you are prohibited from using the Sites unless your parents or legal guardian(s) grant permission to use the Sites and agree that you will abide by these Terms of Service, including those additional terms and conditions and policies referenced herein and/or made available by hyperlink. We strongly encourage all parents and guardians to monitor Internet use by their children. If you use the Sites, you affirm you are at least the age of majority in your jurisdiction and grant permission to any of your minor dependents to use the Sites.**

### **OVERVIEW**

These websites are operated by the Iowa Pork Producer Association. The Iowa Pork Producer Association offers its websites, including all information, tools and services available from the Sites to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein.

By visiting/using our Sites and/or purchasing something from us, you engage in our “Service” and agree to be bound by these Terms of Service, including those additional terms and conditions and policies referenced herein and/or made available by hyperlink. These Terms of Service apply to all users of the Sites, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Service carefully before accessing or using our websites. By accessing or using any part of the Sites, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the websites or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features, plugins or tools which are added to the current website shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our websites. It is your responsibility to check this page periodically for changes. Your continued use of or access to the websites following the posting of any changes constitutes acceptance of those changes.

Our websites are hosted through the National Pork Board and the Trilix Group. They provide us with the online tools that allows us to present information and/or products to you. By visiting our Sites and/or purchasing something from us, you also agree to be bound by any applicable terms and conditions on the Iowa Pork Producers Association websites located at <http://www.iowapork.org/> and <http://www.iowaporkcongress.org/>.

### **SECTION 1 - USE LICENSE**

We grant you permission to view our Sites and to print individual pages from the Sites for your own personal, noncommercial use, provided that you agree to and accept without modification the notices, terms and conditions set forth in this Agreement. You may not modify, copy (except as provided in the preceding sentence), distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, material, software, products or services from the Sites.

### **SECTION 2 - ONLINE WEBSITE TERMS**

By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use the Sites.

You may not use our products or Services for any illegal, immoral or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms, malware and/or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

### **SECTION 3 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (with the exception of credit card information, if applicable), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the websites through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

#### **SECTION 4 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available on the Sites is not accurate, complete or current. The material on the Sites is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete and/or more timely sources of information. Any reliance on the material on the Sites is at your own risk.

The Sites may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the Sites at any time, but we have no obligation to update any information on our Sites. You agree that it is your responsibility to monitor changes to our Sites.

#### **SECTION 5 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for our products and/or services are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

#### **SECTION 6 - PRODUCTS OR SERVICES**

We have made every effort to display as accurately as possible the colors and images of our products that appear on our websites. However, we cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products/services or product/service pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue any product or service at any time. Any offer for any product or service made on the Sites is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

You may be charged local sales tax, if applicable.

## **SECTION 7 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per entity, or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel a purchase, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by unauthorized entities.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our Sites. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

## **SECTION 8 - OPTIONAL TOOLS**

We may provide you with access to third-party plugins and/or tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such plugins “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party plugins and/or tools.

Any use by you of optional plugins offered through the Sites is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which plugins/tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through our websites (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

## **SECTION 9 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on the Sites may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not

warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## **SECTION 10 - INTELLECTUAL PROPERTY**

All software and content on our websites, including but not limited to text, graphics, logos, button icons, images, audio clips, video clips and software, is owned or licensed by us or our software and content suppliers and licensors. Such software and content is protected by United States and international copyright laws.

The collection, arrangement and assembly ("Compilation") of all content on our websites is our exclusive property and protected by applicable copyright laws.

We grant you permission to view and use content and software made available to you on our Sites in connection with your use of the websites only. Any other use, including, without limitation, the reproduction, modification, distribution, transmission, republication, display or performance, of the content or software on the websites is strictly prohibited, notwithstanding any exceptions described above. We expressly reserve all intellectual property rights in all text, products, technology, content and all other material that appears on the websites. Accessing the Sites does not confer and shall not be construed as conferring on you or anyone else any license to our, or any third party's, intellectual property rights.

Our websites may contain additional proprietary notices and copyright information, the terms of which must be observed and followed.

The names, trade names, logos, service marks, trademarks and trade dress (collectively, "Trademarks") on the websites are registered and unregistered trademarks of The Iowa Pork Producers Association and other parties. Use of the websites in no way grants any license or right to use any Trademarks displayed on our websites. We require prior written approval for the use of the Trademarks as part of a link to or from any of our websites. We also requires prior written approval to use the Trademarks in any form of advertising or any other public use.

## **SECTION 11 - DIGITAL MILLENNIUM COPYRIGHT ACT NOTICES**

We respect the intellectual property rights of others, and ask you to do the same. It is our policy to terminate the access privileges of those who repeatedly infringe the copyright rights of others. If you believe that your work has been posted on our website(s) in a way that constitutes copyright infringement, please contact us at the address below and provide the following information:

- (1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- (2) A description of the copyrighted work that you claim has been infringed, and identification of the URL or other specific location on the website(s) where the material that you claim is infringing is located;
- (3) Your address, telephone number, and email address;
- (4) A 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
- (5) 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.

The Iowa Pork Producers Association's agent for notice of copyright infringement is Eldon McAfee, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266-7703, [eldon.mcafee@brickgentrylaw.com](mailto:eldon.mcafee@brickgentrylaw.com).

## **SECTION 12 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send product/service reviews, comments, feedback, creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "Comments"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any Comments that you forward to us. We are and shall be under no obligation (1) to maintain any Comments in confidence; (2) to pay compensation for any Comments; or (3) to respond to any Comments.

Additionally, you grant to us without any compensation of any kind to you or others, a worldwide, perpetual irrevocable license to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display, and otherwise use in any way any and all Comments you submit to us. You waive, release and agree not to assert any and all moral rights that you may have in any Comments submitted by you to us. We reserve the right to edit, modify, abridge or otherwise change any Comments you or others submit in our sole discretion.

By submitting Content, you warrant and represent that you have the right to use such Comments and have the right to permit us to use such Comments in accordance with the Terms of Service of this Agreement. You agree not to submit any Comments that are owned by someone other than you. You also agree not to submit any Comments that contains the names, image, likeness or voice of anyone other than yourself without first obtaining permission to submit such Comment and to grant a license according to the described above to us.

If you identify yourself by name in Comments you submit or submit Comments that contains an image or audio or video recording of yourself, you authorize us, without compensation of any kind to you or anyone else, to reproduce, print, publish, translate, modify, edit and disseminate, in any format or media now or hereafter created, your name and such images and recordings in any way we deem appropriate, in our sole discretion, throughout the world. Such authorization is and shall be perpetual and cannot be revoked by you for any reason.

We do not guarantee that Comments you or others submit will be posted to one or more of our Sites or become publicly available, and we do not guarantee that Comments posted to on or more of our Sites will not be offensive, defamatory or otherwise objectionable. We reserve the right to remove any Comments from our Sites without notice and in our sole discretion; however, you acknowledge and agree that we are under no obligation to you to police, monitor or remove Comments and we make no guarantee with respect to the completeness, accuracy, integrity or quality of Comments submitted to our websites. We may, but have no obligation to, monitor, edit or remove Comments that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your Comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Services or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

### **SECTION 13 - PERSONAL INFORMATION AND USER UPLOADS**

Your submission of personal information through one or more of the Sites is governed by our Privacy Policy. [Click to view our Privacy Policy](#).

You will be allowed to submit Comments to our Sites. You agree all Comments submitted by you will abide by the Terms of this Agreement, specifically Section 12. You may also be able to upload additional information or data, such as an avatar icon for public display with your Comments. The information or data you upload or enter, in addition to your Comments, is called "Submissions." We reserve the right to supervise the uploading of any Comments and Submissions, but we are under no legal obligation to do so.

For any Submissions that are covered by any intellectual property rights ("Your IP Content"), you grant us a non-exclusive, perpetual, transferable, sub-licensable, royalty-free, worldwide license to use those Submissions ("IP License") as we see fit in our sole discretion. However, the IP License ends when you delete Your IP Content from our Sites, unless your IP Content has already been used outside your Submissions or shared with others and they have not deleted it. You understand and agree that even though Your IP Content may be deleted from our Sites, it may persist in backup copies, but Your IP Content which is deleted will not be available for your use or review once it has been deleted.

You acknowledge and agree that we own all Comments you provide as well as the data and information concerning your Submissions, and will continue to own all of the data, except as provided herein relating to Your IP Content related to your Submissions.

We reserve the right in our sole discretion to remove or delete any or all material from your Comments and Submissions or the Sites at any time. We may also prohibit you from uploading Comments and Submissions for any reason and in our sole discretion. You acknowledge and agree that we have no obligation to make a copy available to you, electronic or otherwise, of your Submissions or Comments for any reason.

#### **SECTION 14 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on our Sites or in the Service that contains typographical errors, inaccuracies or omissions that may relate to descriptions, pricing, promotions, offers, shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel services if any information in the Service or on any related websites is inaccurate at any time without prior notice (including after you have submitted your request/order).

We undertake no obligation to update, amend or clarify information in the Service or on any related websites, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related websites, should be taken to indicate that all information in the Service or on any related websites have been modified or updated.

#### **SECTION 15 - PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Sites or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related websites, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related websites, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related websites for violating any of the prohibited uses.

#### **SECTION 16 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

YOU EXPRESSLY AGREE THAT YOUR USE OF, OR INABILITY TO USE, THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ALL PRODUCTS AND SERVICES DELIVERED TO YOU THROUGH THE SERVICE ARE (EXCEPT AS EXPRESSLY STATED BY US) PROVIDED 'AS IS' AND 'AS AVAILABLE' FOR YOUR USE, WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT.

IN NO CASE SHALL IOWA PORK PRODUCERS ASSOCIATION, OUR DIRECTORS, OFFICERS, EMPLOYEES, SUBSIDIARIES, PARENT ENTITIES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY INJURY, LOSS, CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING FROM YOUR USE OF ANY OF THE SERVICE OR ANY PRODUCTS PROCURED USING THE SERVICE, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE SERVICE OR ANY PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SERVICE OR ANY CONTENT (OR PRODUCT) POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, EVEN IF ADVISED OF THEIR POSSIBILITY. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

#### **SECTION 17 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless The Iowa Pork Producers Association and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### **SECTION 18 - DISPUTE RESOLUTION**

Your use of our Sites is unauthorized in any jurisdiction that does not give full effect to all provisions of the Terms. We make no representation or warranty that product descriptions, third-

party materials and/or information are appropriate or available for use in any particular jurisdiction. Use of the Sites in any jurisdiction where all or any portion of the website might violate any legal requirements is prohibited and you agree not to access the Sites in any such jurisdiction. You are responsible for complying with all applicable laws. Any use in contravention of any provision of the Terms is at your own risk.

You agree that this agreement and your use of our websites will be governed by the laws of the State of Iowa. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Des Moines, Iowa, in all disputes (i) arising out of, relating to or concerning this Agreement, one or more of our websites and your use thereof; (ii) in which one or more of our websites and/or this Agreement is an issue or a material fact; or (iii) in which one or more of our websites or this Agreement is referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization.

You agree to waive, to the fullest extent allowed by applicable law, any claims for punitive or exemplary damages and any right to pursue claims on a class or consolidated basis or in a representative capacity, which relate in any way to one or more of our websites or this Agreement.

Please review carefully as this section affects rights that you might otherwise have. It provides for resolution of most disputes through arbitration instead of court proceedings.

Arbitration is final, binding and subject to limited review by a court. You agree that this arbitration section shall survive termination of this Agreement. This section shall be broadly interpreted to encompass all disputes or claims arising out of or relating to your use of one or more of our websites. Any dispute or claim made by you against us arising out of or related to your use of our websites, whether based on contract, statute, tort, fraud, misrepresentation or any other legal theory, will be resolved by binding arbitration, except that you may take claims to small claims court if they qualify for hearing by such court.

You must first present any claim or dispute to us by contacting our technical support department to allow us the opportunity to resolve any dispute. You may request arbitration if your dispute cannot be resolved within ninety (90) days. The arbitration of any dispute or claim shall be conducted with the rules of a Nationwide Arbitration Organization as modified by this agreement. You and The Iowa Pork Producers Association agree that this agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. Any such arbitration shall be brought and held in Des Moines, Iowa, and will be conducted in the English language. An arbitrator may not (i) award relief in excess of or contrary to what this Agreement provides; (ii) order consolidation or arbitration on a class wide or representative basis; or (iii) award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying those rules applicable to large and/or complex cases, the arbitrators may also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the selected arbitrator's rules.

Any arbitration shall be confidential, and neither you nor The Iowa Pork Producers Association may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. The decisions of the arbitrators shall be binding and conclusive upon all parties involved, and any judgment or decision on any arbitration may be entered in and specifically enforced in any court having proper jurisdiction.

If any portion of this section is determined by a court to be inapplicable or invalid, then the remainder shall be given full force and effect.

All administrative fees and expenses of arbitration will be divided equally between you and us. Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at any arbitration hearing.

### **SECTION 19 – ASSIGNMENT**

You agree that The Iowa Pork Producers Association may assign all or part of this agreement without such assignment being considered a change to the agreement and without providing notice to you. You agree that The Iowa Pork Producers Association will be released from all liability upon assignment. The assignee shall have the same rights and obligations as the assignor.

### **SECTION 20 – COMPLIANCE WITH LEGAL REQUESTS**

You agree that information related to your use of our websites may be subject to legal process. Information and data that you submit to us through the websites may be subject to legal process (e.g., a subpoena) by The Iowa Pork Producers Association or a third party or government entity, even if that information has been deleted and only exists in backup form. You acknowledge and understand that we will comply with all applicable legal obligations in making such information available pursuant to valid legal process. You acknowledge and agree that we may have no obligation to give you notice of any legal process that may result in any information related to your use of our websites being produced, discovered or otherwise disclosed.

Our performance of these Terms and any other policy contained on the Sites is subject to existing and future laws and legal process. Nothing in these Terms is in derogation of our right to comply with law enforcement requests or requirements relating to your use of the Sites or information given to or gathered by us with respect to such use.

### **SECTION 21 – RELATIONSHIP**

You agree that no joint venture, partnership, employment or agency relationship exists between you and service providers or suppliers or you and The Iowa Pork Producers Association as a result of these Terms or your use of one or more of our websites.

### **SECTION 22 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

### **SECTION 23 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Sites.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

### **SECTION 24 - ENTIRE AGREEMENT**

Any rights not expressly granted to you herein are reserved by and to The Iowa Pork Producers Association, its parents, affiliates, subsidiaries and licensors, and other third parties. The failure by us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision nor shall it constitute a waiver of any such future right or provision.

These Terms of Service and any policies or operating rules posted by us on one or more of our Sites or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

A printed version of this Agreement and/or any notice given by The Iowa Pork Producers Association in electronic form shall be admissible in judicial and administrative proceedings based upon or relating to this Agreement or your use of one or more of our websites to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by The Iowa Pork Producers Association in printed form.

### **SECTION 25 - GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws and Courts of the State of Iowa.

### **SECTION 26 - INTERNATIONAL ACCESS**

Our Sites may be accessed from countries other than the United States. The Sites and the Service may contain products or references to products that are only available within the United States. Any such references do not imply that such products will be made available outside the United States. If you access and use the Sites outside the United States you are responsible for complying with your local laws and regulations.

### **SECTION 27 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace these Terms of Service, in whole or part, by posting updates and changes to our Sites without notice to you. It is your responsibility to check our Sites periodically for changes. Your continued use of or access to one or more of our websites or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

### **SECTION 28 - CONTACT INFORMATION**

If you have any questions, comments or complaints regarding these Terms or the Sites, please contact us at:

The Iowa Pork Producers Association  
P.O. Box 71009  
Clive, Iowa 50325  
info@iowapork.org

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