

## **JBSS Website Terms of Use**

### **TERMS OF USE**

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You agree that you will not use any device, software or other instrumentality to interfere or attempt to interfere with the proper working of the Website, and that you will not take any action that imposes an unreasonable or disproportionately large load on the Company’s infrastructure. In addition, you agree that you will not use any automatic device or manual process to monitor or copy the Website or the content contained on the Website and agree that any such use is strictly prohibited. The Website and Website content may contain technical inaccuracies and typographical errors and the Company shall not assume responsibility or liability for any such inaccuracies or errors.

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You shall not violate or attempt to violate the security of this Website, including without limitation, the following activities: (a) accessing data not intended to be accessed or logging into a server or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) attempting to interfere with service to any Website user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "spamming", "mailbombing" or "crashing". Violations of system or network security may result in civil and/or criminal liability. The Company will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users of the Website who are involved in such violations.

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You agree that you will not transmit any viruses, computer code, files or programs that could interrupt, limit or interfere with the functionality of any computer software, hardware, database or file, or communications equipment owned or leased by the Company.

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The Website may contain links to other internet websites that are not maintained by the Company. These links are provided solely for your convenience and the Company makes no representations or warranties about the content of any products or services offered by such third party websites. We recommend that you take the time to read the privacy policies and user agreements of any third party websites.

### **APPLICABLE LAW**

By visiting the Website, you agree that the laws of the State of Illinois, without regard to principles of conflict of laws, will govern these Terms of Use, the Privacy Policy and the general use of the Website to fullest extent permitted by law. To the extent permitted by law, you hereby waive any claim that (i) you are not personally subject to the jurisdiction of the State of Illinois, (ii) any action or proceeding may not be brought in the State of Illinois, (iii) an action or proceeding in the State of Illinois should be dismissed on the basis of forum non conveniens, (iv) or that these Terms of Use or the Privacy Policy may not be enforced in the State of Illinois. You further agree to any service of process permitted by the laws of the State of Illinois.

### **SEVERABILITY**

These Terms of Use constitute an agreement between you and the Company. A finding that a provision contained within these Terms of Use is unlawful, void, or otherwise unenforceable shall not affect the enforceability of the remainder of these Terms of Use.

### **WAIVER**

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