

National Pork Board Website Terms of Use

Effective date: May 2, 2019

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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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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.

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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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- a description of the material you believe is infringing or the subject of infringing activity, together with enough information to permit us to locate the material;
- enough information to permit us to contact you, such as, your name, address, telephone number and, if available, e-mail address;
- a statement that you have a good-faith belief that the allegedly infringing use of the material was not authorized by the owner of the exclusive right that is allegedly infringed (the “copyright owner”),
- an agent for the copyright owner, or by law;
- a statement that all of the information you have provided is accurate; and
- a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner.

Your notice must be signed (physically or electronically) and must be addressed as follows:

DMCA Copyright Agent

Jill Criss

1776 NW 114th St

Clive, IA 50325

info@pork.org

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Your Feedback

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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.

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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.