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You will not engage in any illegal activities related to this Site or the Lafayette County Bluebird Society, Inc.'s services, which are contrary to any applicable laws or regulations.

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identity of anyone posting any illegal information or materials or otherwise engaging in illegal activities on this Site or relating to the Lafayette County Bluebird Society, Inc.'s services the Lafayette County Bluebird Society, Inc. 's computer/network systems, or any computers/networks connected to the Site.

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**COLLECTION OF INFORMATION.** The Lafayette County Bluebird Society, Inc. uses certain technology know as 'Web beacons' and 'Web cookies' on its Site to collect information from you to compile aggregate statistical information about your Use of our Site, including information relating to the frequency of your visits, the average length of visits, which pages you viewed during a visit and the effectiveness of advertising on the Site. The Lafayette County Bluebird Society, Inc. uses this information to improve the Site's content and performance. If permitted the Lafayette County Bluebird Society, Inc. may share this information with its affiliates.

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**PERSONAL INFORMATION.** Any personal information you give will be subject to the Lafayette County Bluebird Society, Inc.'s Privacy Policy, which is incorporated into these Terms, as amended from time to time without notice or warning. It is your responsibility to check this Privacy Policy every time you visit, use, or interact with the Lafayette County Bluebird Society, Inc. or related serviced provided by the Lafayette County Bluebird Society, Inc..

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SHALL THE Lafayette County Bluebird Society, Inc. OR ANY OF ITS
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OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES,
AGENTS, REPRESENTATIVES, ATTORNEYS, AND THEIR RESPECTIVE
HERIS, SUCCESSORS, AND ASSUMES ANY LIABILITY TO YOU FOR ANY
DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT,
TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE
EXCEED $1.

INDEMNIFICATION. You hereby agree to indemnify, defend, and hold
harmless the Lafayette County Bluebird Society, Inc. and all of its predecessors,
successors, parents, subsidiaries, affiliates, officers, directors, shareholders, investors,
employees, agents, representatives, and attorneys, and their respective heirs, successors
and assigns (collectively, the “Indemnified Parties”) from and against any and all
liability and costs, including, without limitation, reasonable attorney's fees, incurred by
the Indemnified Parties in connection with any claim arising out of or relating to any
breach by you of these Terms or the representations, warranties, and the covenants you
have made by agreeing to these Terms. You shall cooperate as fully as you are reasonably
required in the defense of any such claim. The Lafayette County Bluebird Society, Inc.
reserves the right, at its own expense, to assume the exclusive defense and control of any
matter or claim subject to indemnification by you.

GOVERNING LAW. These Terms shall be governed by and construed in
accordance with the laws of the State of Wisconsin without regard to its conflicts law
provisions.

CHOICE OF JURISDICTION. The parties hereto agree any suit, action, or
proceedings seeking to enforce any provision of, or any matter arising out of or in
connection with the Terms or Site shall be heard exclusively by the state court located in
Lafayette County Wisconsin or the federal courts with jurisdiction to hear such suits in
the State of Wisconsin. The parties consent to the person jurisdiction of such courts in
the State of Wisconsin and hereby irrevocably waive the defenses of (i) lack of personal
jurisdiction, (ii) inconvenient forum, or (iii) improper venue. In the event the party
commences any action in another jurisdiction or venue under any theory arising directly
or indirectly from these Terms or Site, the non-filing party at its option shall be entitled
to have the case transferred to one of the jurisdictions and venues above-described or to have such case dismissed without prejudice. Your viewing or Use of the Site constitutes your submission to the jurisdiction of such courts in the State of Wisconsin.

**WAIVER OF JURY TRIAL.** The parties hereto unconditionally waive their respective rights to a jury trial as to any dispute, cause of action, or claim arising out of or in connection with the Terms or Site.

**LIMITATION OF ACTION.** Any cause of action you may have with respect to the Terms or your Use of the Site shall be commenced within one (1) year after the dispute, cause of action, or claim arises or be considered fully and completely waived by you as to the Lafayette County Bluebird Society, Inc., its affiliates, employees, directors, officers, service providers, and third-party vendors.

**SERVABILITY.** If for any reason a court of competent jurisdiction finds the provisions of these Terms, or a portion thereof, to be unenforceable, any provision found to be partially unenforceable shall be enforced to the maximum extent permissible so as to affect the intent of these Terms and the remainder of these Terms shall continue in full force and effect. These Terms constitute the entire agreement between the Lafayette County Bluebird Society, Inc. and you with respect to this Site and it supersedes all prior contemporaneous communications, agreements, and understandings between the Lafayette County Bluebird Society, Inc. and you with respect to the subject matter hereof.

**WAIVER.** No waiver by the Lafayette County Bluebird Society, Inc. of any right, condition, term, or provision of these Terms will be deemed a waiver unless expressly authorized by the Lafayette County Bluebird Society, Inc., its Board of Directors, or Lead Members, (where applicable) in writing.
This privacy policy discloses the privacy practices of Lafayette County Bluebird Society, Inc.. This privacy policy applies solely to information collected by this Site. It contains the following:

1. What personally identifiable information is collected from you through the Site, how it is used, and with whom it may be shared.
2. What choices are available to you regarding the use of your data.
3. How you can correct any inaccuracies in the information.

**Information Collection, Use, and Shading.** We are the sole owners of the information collected on the Site. We only have access to/collect information that you voluntarily give us via email or any direct contact from you, as well as any information entered into search functions on the Site, the pages you visited, the length of time visited on each page, and any information entered into those pages.

We will use your information to respond to you regarding the reason you contacted us, or, unless specified otherwise, to contact you with, but not limited to, promotions, specials, newsletters, or additional services we provide.

We will not sell or rent this information to anyone. The only exception is under direct court or legal order to disclose this information and then only to the directed or legally ordered authorized persons or organizations.

**Your Access to and Control Over Information.** You may opt out of any future contacts from us at any time. You can do so at any time by contacting us via Email or Phone or other contact information provided on the Site. This does not pertain to the users of the Service under multiple accounts, aliases, services, or any such individuals or organizations operating as multiple individuals or organizations with multiple different or similar accounts, aliases, or services.

**Updates.** This privacy policy may change from time to time with or without notice and will be posted to this document.
**Clauses**

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