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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.

COOPERATION WITH AUTHORITIES. The Lafayette County Bluebird Society, Inc. will cooperate with any and all laws and law enforcement agencies or court orders soliciting or instructing the Lafayette County Bluebird Society, Inc. to divulge the

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.

MODIFICATION OF TERMS. Lafayette County Bluebird Society, Inc. in its sole discretion and without notice may and will change the terms, conditions, and provisions set forth in these Terms. You are responsible for reviewing the Terms each time you Use the Site. Your continued Use of the Site represents your acknowledgment and acceptance of the Terms as modified by the Lafayette County Bluebird Society, Inc..

ACCESS TO THE SITE. Lafayette County Bluebird Society, Inc. may alter, suspend, or discontinue the Site or your Use of the Site at any time for any reason without notice or liability to you or any third party. This Site may become unavailable due to maintenance or malfunction of computer equipment or for other reasons and may result in damages to your systems or operations. You shall be solely responsible for ensuring any information or content obtained from this Site does not contain any virus or other computer software code or subroutine designed to disable, erase, impair, or otherwise damage our systems, software, or data.

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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.

RELATED PRODUCTS AND SERVICES. The Lafayette County Bluebird Society, Inc. and its affiliates offer a variety of products and services on the Site. Such products and services are subject to all applicable underlying agreements for the offered products and services. These Terms supplement the offered proctor and service

agreements but such agreements control in cases of conflicting provisions and conditions. Your eligibility for the offered products and services is subject to review and acceptance by the affiliate providing such products or services and the applicable terms, conditions, and law.

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 services provided by the Lafayette County Bluebird Society, Inc..

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LIMITED AVAILABILITY. The Lafayette County Bluebird Society, Inc. does not offer, solicit, distribute, or provide this Site and the information, products, or Lafayette County Bluebird Society, Inc. services identified therein to any person or entity in any jurisdictions where such distribution would be limited or prohibited by local law or regulation. By your Use of the Site you are expressly acknowledging you are neither prohibited or limited from accessing the Site and the Lafayette County Bluebird Society, Inc.'s services from the jurisdiction from which you are gaining access to the Site and the Lafayette County Bluebird Society, Inc.'s services.

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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 Terns. 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.

PRIVACY POLICY

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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