

## **Agricultural and Applied Economics Association**

### **Privacy and Data Protection Notice, Rights and Responsibilities Under Applicable Privacy Laws, and Web Site Terms of Use**

#### **Overview**

The Agricultural and Applied Economics Association has a strong commitment to privacy, recognizing that we are a public association. The statements below outline the policies and procedures concerning information gathering and dissemination practices for our organization.

We acknowledge that you may have privacy and security concerns with respect to the information we collect, use, and disclose to third parties for the purpose of allowing us to offer and provide the Web Site and our products and/or services, so we provide this **Privacy and Data Protection Notice** to explain, in as clear and plain language as possible, how we collect, use and disclose such information.

As more fully described in our **Rights and Responsibilities** notice, we recognize principles and requirements of applicable law (including, without limitation, the General Data Protection Regulation (“GDPR”) adopted by the European Union, the California Consumer Privacy Act (the “CCPA” and certain other applicable privacy laws) pertaining to privacy of information (collectively, “Privacy Directives”). You will also find an explanation of certain rights you have with respect to your Personal Information. Please refer to the Rights and Responsibilities Notice if you are a resident of the European Union or the state of California.

Please read our Notices carefully before accessing or using the Web Site or our Products and/or Services, so you can fully understand our practices in relation to the collection, use and disclosure of information hereunder, before we begin processing any information you provide to us. By accessing or using the Web Site and/or otherwise registering for and/or using our Products and/or Services, you are agreeing to be bound to the terms hereof and all applicable laws and regulations, and you agree that you are responsible for compliance with same. If you do not agree to the terms hereof, please do not access or use the Web site or our products or services (and you are prohibited from doing so).

Our **Website Terms of Use** sets forth legal terms governing your use of our Web Site and any and all online products and/or services offered or provided by us, including registering for our conferences and meetings (collectively referred to as the “Web Site”).

We may modify these Notices from time to time (see “*Changes to This Notice*” below), so please check periodically for updates. If any questions arise about the meaning or interpretation of these Notices, or if these Notices are translated into another language, the English-language version of these Notices is the official text.

## **Privacy and Data Protection Notice**

### **What is “Personal Information”**

This Notice undertakes to protect the personal data or personal information of individuals wherever located and covers many processing activities, including collection, storage, consultation, transfer, and destruction, of this data. “Personal information” means any and all information relating to an identified or identifiable natural person. You can be identified from information such as your name; email address; age; gender; home, work and/or mobile phone numbers; home and or work postal addresses; professional designations and titles and other demographics pertaining to your trade or profession; passport number; and payment information (including credit/debit card information). You may also be identifiable from information such as an online identifier, IP address, unique device ID or cookie.

### **Information Collected by Us**

This Notice applies to information we collect:

- On the Web Site;
- In email, texts and other electronic messages between you and the Web Site;
- When you sign up for events that we host;
- When you use or access any Products and/or Services we provide, through the Web Site or otherwise;

In such circumstances, you may provide information online, over the telephone, in writing or otherwise in connection with such activities. During these processes, you may share with us Personal Information about yourself. Personal Information may also be collected, or your IP address logged, when you visit the Web Site even if you do not take express action to give us information. Additionally, information regarding your computer, your connection to the Web Site (such as your browser type, operating system and platform) and your user history (including, but not limited to, your session information, page errors and the length of your visits to specific pages within the Web Site) may also be collected.

### **How We Use Personal Information**

If you elect to provide Personal Information (such as your name, employer name and title, mailing address and/or phone number), we will collect, use and share it pursuant to this Notice and applicable law. For instance, we may use Personal Information you provide for purposes such as:

- Carrying out a registration made by you;
- Fulfilling your requests for services (including purchases);
- Processing payment information when you register for a meeting or otherwise purchase services from us;
- Customizing and improving the Web Site (including its look and feel), the Content and otherwise our products and/or services thereon;
- Customizing and/or improving your experience on the Web Site;
- Contacting you;

- Conducting research or analysis;
- Emailing advance notice of and/or invitation to events;
- Sending email to confirm your registration;
- Looking up and printing your physical badge for a conference, meeting or other event
- Generating certificates of attendance, credentials, etc. as may be applicable for your event;
- Tracking attendance at conferences, meetings, events or sessions;
- Recording and maintaining continuing education information for purposes of awarding and verifying continuing education attendance, participation, qualifications and credits;
- Providing support services; and
- Responding to and resolving complaints.

We collect information in different ways from those who access the Web Site. We primarily use this information to provide a customized experience as you use our Web Site and/or to provide to you our Products and/or Services. We do not share this information with third parties, though we may disclose such information if we have received your permission beforehand or in special circumstances, such as when we believe that such disclosure is required by law, or in other particular cases described below.

### **How We May Share Your Information**

It is our policy not to disclose, sell or rent any of your Personal Information to any individual, business, government entity or other outside party. However, we may disclose or share your Personal Information (and you are considered to consent to same) if we have received your permission beforehand, or in certain circumstances, such as:

- to provide Products and/or Services you have requested from us and otherwise to engage in activities inherent to your membership or other relationship with us;
- in response to a validly-issued subpoena, court order or other legal process;
- when necessary to establish or exercise our legal rights or defend against legal action;
- where you request us to do so;
- share with conference, meeting and event organizers;
- share with third parties involved in the conference, meeting or event process (e.g., hotel booking companies);
- potentially share with exhibitors at the event (e.g., through badge scanning onsite);
- allow event exhibitors to send you email/direct mail to the extent you so authorize;
- allow other attendees to contact you if you sign up for communications;
- to satisfy laws, such as the Electronic Communications Privacy Act, regulations, or governmental or legal requests;
- to identify, contact, or bring legal action against someone who may be violating the terms of this Notice or other policies;
- to protect us and our other users.

We may also use return e-mail addresses to answer e-mail we receive from you. Such addresses are not used for any other purpose.

Once your Personal Information has been shared with a third party, we no longer have direct control over that information, but we require our contractors and others who help us provide the Web Site and services to agree to follow applicable Privacy Directives.

Your personal information will not be collected for use that is in violation of applicable law or unrelated to that discussed in this Notice.

### **Your Rights**

We recognize that all Personal Information you submit to us belongs to you, and that we use your data only with your permission. You have the following specific rights (which are more fully described in our Rights and Responsibilities notice).

- **Informed:** We will tell you exactly how we use your Personal Information in clear, plain language.
- **Consent:** We will not store or use your Personal Information without your consent. If we get your Personal Information from a membership organization or another source, we will ensure through a contract that they are also compliant with GDPR consent regulations.
- **Access and Portability:** You may view such or your Personal Information as is accessible on our Web Site and request a copy of all Personal Information we may store that is not accessible on our Web Site.
- **Modification:** You may request corrections, changes or updates to any personal data we store.
- **Erasure:** You may request that we purge all or your Personal Information at any time.

If you have any complaints on our processing of your Personal Information or if you believe that we have breached our own privacy policies or applicable law, we encourage you to contact us. However, please note that applicable Privacy Directives may provide you with a right to lodge a complaint with the competent supervisory authority as well; however, we ask that you please attempt to resolve any issues with us first.

### **Cookies**

A "cookie" is a small data file that can be placed on your hard drive when you visit certain websites. We use cookies to remember certain user information. Cookies are electronic identifiers that are transferred automatically to your computer through your browser that allow our computers to save certain information you provide us and store information about you so we can recognize you when you visit the Web Site in the future. This allows you to avoid logging in more than once, which saves time, and create a customized web site that fits your needs. You may, at any time, disable or refuse to accept cookies by changing the preferences or settings on your web browser. If you choose to disable cookies, you will still be able to use the Web Site. However, you will not be able to fully take advantage of certain automation and other functionality features available.

We may use cookies to collect, store, and sometimes track information for statistical purposes, to improve the products and services we provide, or to save your settings and to provide customizable and personalized services. These cookies do not enable third parties to access any of your personal information. Most browsers accept cookies automatically but can be configured not to do so or to notify the user when a cookie is being sent. If you wish to disable cookies, refer to your browser help menu to learn how to disable cookies. If you disable cookies, it may interfere with the proper functioning of the website.

Additionally, be aware that if you visit other, unrelated websites where you are prompted to log in or that are customizable, you may be required to accept cookies. Third parties and other unrelated websites may also use their own cookies. We do not control use of these cookies and expressly disclaim responsibility for information collected through them.

Finally, we may occasionally enable and implement various analytic tools, such as Google Analytics, which is an analytics tool provided by Google to collect and process collected information and data consisting of certain telematics about your use of our Web Site. Google sets and reads cookies to collect such Collected Data and your web browser will automatically send such collected information and data to Google. Google stores and uses this data to provide us with reports that we use to improve the Website's structure and content. For more information on Google Analytics, please see [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/).

### **Automated Information**

When you visit our Web Site, we automatically collect information from your browser or your mobile device, such as Internet Protocol (IP) address or unique device identifier, cookies, and data about which pages you visit in order to allow us to operate and provide the Web Site and our services. This information is used to protect the Web Site and our services and to keep the Web Site secure, analyze and improve our Web Site and services and understand how the Web Site works and for the other purposes described in "*How We Use Personal Information*," above.

We may use automated decision making in processing your Personal Information for some services and products. You may request a manual review of the accuracy of an automated decision if you are unhappy with it. You have the right not to be subject to a decision based solely on automated processing.

### **Email Interconnectivity**

If you receive email communications from us, we may use certain tools to capture data related to when you open our messages and click on hyperlinks or banners it may contain. We use this information internally to enhance and support our marketing and sales operations.

### **Surveys, Questionnaires, Social Media**

When you provide us with your Personal Information through social media or other online survey or questionnaire tools and platforms, or sign up for one of our mailing lists, newsletters, or marketing lists, we or third parties operating those tools, platforms or social media sites, may

collect your social media handle or profile, and/or any other identifier that you use to be contacted online or offline. This information may also include personally identifiable and business information and whatever information or comments you may post on such platforms, but only to the extent that you voluntarily provide it to us. Anything you post on a social media platform or site is public information and will not be treated confidentially. Your use of social media platforms is governed by the privacy policies and terms of the third parties that own and operate those platforms and not by this Policy. We encourage you to review the terms contained in this Notice.

### **How We Protect Personal Information/Data Security**

This Notice, along with our Rights and Responsibilities notice, reflects a comprehensive approach to privacy and data security that complies with applicable Privacy Directives and generally accepted best business practices. We use commercially reasonable technical and organizational measures to help secure your Personal Information and prevent it from being lost, used or accessed in an unauthorized manner, altered or disclosed during collection, storage, and processing. The specific privacy and data security measures we use incorporate the following guidelines, as applicable:

- No sensitive Personal Information such as credit card numbers, bank account numbers, passport, and social security numbers, is stored on our servers other than as required to perform a function for which the user provided such information, and in such cases where such information is provided, such information exists in our servers only for such transitory or other short period as is needed to perform such function, at which time is then purged from our servers;
- We follow generally accepted best practices for secure software development;
- All data is stored on physically secure hardware;
- Personal data is secured behind network firewalls and access requires login credentials;
- All data processed through web sites is encrypted in transit;
- In the unlikely event of a data breach, we have policies in place to promptly notify affected parties; and
- Data security is regularly audited by third parties.

While our security measures seek to protect your Personal Information in our possession, no security system is perfect and we cannot guarantee that your Personal Information will remain absolutely secure in all circumstances or that any privacy settings or security measures contained on our Web Site cannot be circumvented.

The majority of communications on the Web Site, including any submissions through available forms, are sent through the standard HTTP protocol and may be delivered using regular e-mail. Information sent over HTTP is not encrypted. E-mail, while convenient, does pose some risks (e.g., e-mail is not a secure form of communication, is unreliable, can be forwarded, etc.).

If a security breach causes an unauthorized intrusion into the Web Site or systems that compromises your data, we will notify you and any applicable regulator only if required under applicable law.

## **Access to and Updating Your Personal Information**

If you wish to access, view, modify, update or erase your Personal Information as it exists in our records, please send an email to [info@aaea.org](mailto:info@aaea.org).

We are not responsible for any losses arising from any inaccurate, inauthentic, deficient or incomplete personal data that you provide to us. For further information, see our “Terms of Use” in your My Account page.

## **Accessing the Web Site From Outside the United States**

The Web Site is operated and maintained by us from the United States. If you access the Web Site from outside the United States, please be aware that any personal information from you will be transferred to, stored in, and processed in the United States.

## **Third Party Web Sites**

To the extent that the Web Site contains links to other, third-party web sites, we encourage you to take reasonable precautions when sharing your Personal Information on third party web sites. Please be aware that we have no control over the content and practices of such other sites and cannot accept responsibility for their respective privacy or use policies.

## **Protecting Children**

The Web Site is not intended for children under 16 years of age. [We do not knowingly collect personally identifiable information from children under 16.] If you are under 16, do not use or provide any information on the Web Site or provide any information about yourself to us, including your name, telephone number, email address or any screen name or user name you may use. If we learn we have collected or received personally identifiable information from a child under 16 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 16, please contact us at [info@aaea.org](mailto:info@aaea.org) or at the toll free telephone number set forth at the end of the this Privacy notice.

## **Links to Other Sites**

The Web Site may contain links to other websites. We are not responsible for the privacy practices or content of other websites. We encourage you to read the privacy statements and terms and conditions of each website that collects your personal information.

## **Changes to This Notice**

We reserve the right to revise, amend, or modify this Notice, the Web Site, our privacy and data security policies and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with terms hereof. By continuing to use the Web Site, you agree to any changes in this Notice.

## **Opt-Out Rights**

You may opt out of receiving future communications from us [and/or having your contact information displayed in our membership directory] at any time by emailing an opt out request to [info@aaea.org](mailto:info@aaea.org) or calling us at the toll free number set forth at the end of this Notice. You may also be able to opt out of processes listed under “How We May Share Your Information” above. You may also request that we delete any personal information that we have collected from you, subject to exceptions as permitted by law. For further information regarding these and other rights you may have, please see our Rights and Responsibilities notice.

## **Rights and Responsibilities Under Applicable Privacy Laws**

We recognize principles and requirements under applicable state, federal and foreign laws (including, without limitation, the General Data Protection Regulation (“GDPR”) adopted by the European Union, the California Consumer Privacy Act (“CCPA”), and the California Privacy Rights Act (“CPRA”) pertaining to privacy of information (collectively, “Privacy Directives”). Certain of the provisions set out below are addressed in previous sections of this Notice, but are nonetheless set forth below to the extent that they have particular application with respect to the requirements of applicable Privacy Directives.

We will undertake to comply with Privacy Directives with a view to ensuring that all information is:

- fairly and lawfully processed (for purposes of this Section, “processing” means any operation which is performed on personal information, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction);
- obtained and used solely for specific and clearly stated purposes;
- adequate, relevant, and not excessive;
- accurate and up-to-date;
- not kept for longer than necessary;
- processed in accordance with your rights;
- secure; and
- not transferred to other parties without adequate protection.

## **Your Rights**

1. Right to Request Information:
  - a. You have the right to request the categories and specific pieces of Personal Information we have collected.
  - b. We collect the following:
    - i. The categories of Personal Information collected are described in our Privacy Notice.



- ii. The purpose of such collection is primarily to provide a customized experience as you use our Web Site, as discussed in more detail in our Privacy and Data Protection Notice, and for the other purposes described elsewhere in this Notice.
  - iii. We do not sell or share any information we collect, except as described in our Privacy Notice (“How We May Share Your Personal Information”).
  - iv. We do not collect sensitive Personal Information within the meaning of the CPRA.
  - v. We intend to retain each category of Personal Information for as long as reasonably necessary for the purposes for which the information was collected, but in no event longer than as is reasonably necessary in order to perform the function for which such information was provided to us and/or subject to applicable record retention procedures.
2. Right to Not be Subjected to a Decision Based Solely on Automated Decision-Making: We may use automated decision making in processing your Personal Information for some services and products. You may request a manual review of the accuracy of an automated decision if you are unhappy with it. You have the right not to be subject to a decision based solely on automated processing.
3. Right to Request Deletion of Personal Information: You have the right to request that we delete any Personal Information that we have collected from you, subject to exceptions as permitted by law. Although we generally do not disclose any Personal Information to third parties except as expressly described in this Notice, in the event that we do so in accordance with this Notice and such request is made as to information we have disclosed, we will notify such third party of your deletion request.
4. Right to Correct:
- a. You have the right to request that we correct inaccurate Personal Information. If the Personal Information you have provided to us changes, please let us know. For instance, if your email address changes, you wish to cancel any request you have made of us, or if you become aware of inaccurate Personal Information about you, please contact us using the contact information at the end of this Notice.
  - b. We are not responsible for any losses arising from any inaccurate, inauthentic, deficient or incomplete Personal Information or data that you provide to us. For further information, see our Web Site Terms of Use.
5. Right to Know and Access What Personal Information is Being Collected:
- a. The categories of Personal Information collected are described in our Privacy Notice.

- b. The categories of sources from which Personal Information are collected include the Web Site, email, and other electronic messages between you and the Web Site. We also collect Personal Information when you interact with us in another way, such as by contacting us in writing or orally with an inquiry.
  - c. The purposes for collecting your Personal Information are described in our Privacy Notice.
  - d. The categories of third parties to whom we may disclose Personal Information pursuant to this Notice (and subject to the restrictions set forth herein) include third-party vendors, service providers, suppliers, consultants and agents (including Website management and hosting, marketing, and email services), and, to the extent of any such disclosure required under applicable law, governmental, administrative and judicial bodies and instrumentalities.
  - e. If we collect your Personal Information, you have the right to request the following:
    - i. The categories of Personal Information we have collected about you.
    - ii. The categories of sources from which the Personal Information is collected.
    - iii. The purpose for collecting the Personal Information.
    - iv. The categories of third parties to whom it is disclosed.
    - v. The specific pieces of Personal Information we have collected about you.
6. Right to Access What Information Has Been Collected If We Sell or Share:
- a. We have not sold or shared, within the meaning of the CPRA, consumers' Personal Information.
  - b. We have disclosed Personal Information for a business purpose to the categories of persons described in Section 5(d) above. The categories of Personal Information we have disclosed are described in our Privacy Notice
7. Right to Not be Discriminated Against: We will not discriminate against you if you exercise any of the rights referenced in the policy. We will not deny you services, charge you different prices, provide a different level of quality, suggest that you will receive a different price or level of quality, or retaliate against you or any employee, applicant, or independent contractor for exercising rights.

### **Contact Us**

To exercise your rights as described in this Notice, or to ask questions or make any comments about this Notice or our privacy practices, please contact us at [info@aaea.org](mailto:info@aaea.org) or Call 1-866-723-0678.

Our mailing address is:

Agricultural and Applied Economics Association  
555 East Wells Street, Suite 1100  
Milwaukee, WI 53202-3823 USA

## **Web Site Terms of Use**

### **1. Use License/Ownership**

We grant you permission to temporarily download one copy of the Web Site content, which we make available to Web Site users on the Web Site (the “Content”) for individual, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not (a) modify or copy Content; (b) use the Web Site Content for any commercial purpose, or for any public display (commercial or non-commercial); (c) attempt to decompile or reverse engineer any software contained on the Web Site; (d) remove any copyright or other proprietary notations from the Content; or (e) transfer the Content to another person or "mirror" the Content on any other server.

The Web Site is our proprietary property and all Content, source code, databases, functionality, software, web site designs, audio, video, text, photographs, and/or graphics on the Web Site (collectively, the “Web Site Proprietary Components”), as well as the trademarks, service marks, and logos contained therein (the “Marks”), are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, foreign jurisdictions, and international conventions. Except as expressly provided in this Notice, no part of the Web Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by us at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

### **2. Disclaimer**

The Web Site, the Content and the Marks are provided on an “AS IS” basis for your information and individual use only. We make no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, we do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the Web Site, the Content or the Marks or otherwise relating to the content on any sites linked to the Web Site.

### **3. Limitations**

In no event shall we or our directors, officers, members, employees, agents, vendors or suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the Web Site, the Content or any services provided by us, even if we or our authorized representatives have been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

### **4. Accuracy of Materials**

The Web Site and/or Content and any other materials appearing on the Web Site could include technical, typographical, photographic or other errors. We do not warrant that the Web Site, the Content or any other materials on the Web Site are accurate, complete or current. We may make changes to the materials contained on the Web Site at any time without notice. However, we do not make any commitment to update the Web Site, the Content or any such materials.

### **5. Interruptions**

We cannot guarantee the Web Site and/or the services we provide will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Web Site and/or services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the web site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Web Site during any downtime or discontinuance of the Web Site. Nothing in this Notice will be construed to obligate us to maintain and support the Web Site or to supply any corrections, updates, or releases in connection therewith.

### **6. Electronic Communications, Transactions and Signatures**

Visiting the Web Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

### **7. Term and Termination**

The terms and conditions set forth herein shall remain in full force and effect with respect to you and us while you use the Web Site and/or using its services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEB SITE OR DELETE ANY CONTENT OR INFORMATION PERTAINING TO YOU AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION. In addition to terminating or suspending your use, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

**8. Changes to These Terms**

As stated above, we may, from time to time, change this Notice. We encourage you to visit and review this Notice frequently to stay informed. Other changes, including amendments made to the Notice to comply with legal requirements, will become effective immediately upon their initial posting.

**9. Indemnification**

By accessing and using the Web Site, you agree to defend, indemnify, and hold us harmless, including our affiliates, and all of our respective directors officers, members, agents, contractors, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, due to or arising out of: (a) your use of the Web Site, the Content or any of our services, whether within the Web Site or otherwise; (b) breach of the terms of this Notice; (c) your violation of the rights of any third party, including but not limited to intellectual property rights; or (d) any harmful act toward us or any other user of the Web Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

**10. Governing Law**

This Notice is governed by and shall be construed in accordance with the laws of the state of Wisconsin and you irrevocably submit to the exclusive jurisdiction of the courts in Wisconsin having jurisdiction over our principal office in Milwaukee, Wisconsin.