

# Terms of Service

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Welcome to the Longhorn Institute of Food Technologists (LIFT) website (Site). This website is provided as a service of the Longhorn Institute of Food Technologists.

*The Longhorn Institute of Food Technologists (LIFT) may at any time revise its Privacy Policy and Terms of Service policies. By accessing, browsing, or using the LIFT Site, you accept and agree to, without limitation or qualification, these Terms and Services (and any amendments) and LIFT's Privacy Policy. You are encouraged to visit this page from time to time to review the current policies.*

## Overview

The Longhorn Institute of Food Technologists (“**LIFT**”) may at any time revise its Privacy Policy and Terms of Service policies. By accessing, browsing, or using the LIFT Site, you accept and agree to, without limitation or qualification, these Terms and Services (and any amendments) and LIFT’s Privacy Policy. You are encouraged to visit this page from time to time to review the current policies.

Welcome to the Longhorn Institute of Food Technologists (“**LIFT**”, “**we**”, “**us**” or “**our**”). Through our Longhorn-IFT.org website (“**Site**”) we provide information, products (“**Products**”), and services related to the food science and technology industry (collectively, the “**Services**”). Throughout these Terms, all references to the Site shall include the websites of affiliates and subsidiaries of LIFT that are involved with the operation of the Site or the provision of the Services.

Your use of our Site and our Services, and purchase of our Products is governed by these Terms of Service (“**Terms**”) and our privacy policy (available on our website which may be amended from time to time and effective upon posting, and which is incorporated by reference herein (“**Privacy Policy**”). References to “**you**”, “**your**”, “**subscribers**”, or “**members**” mean you as a casual visitor, someone who has created a user account for receiving information from us, user of our Services, member, subscriber, or customer, as applicable. Members and subscribers have access to certain areas of our Site not accessible to the general public.

**THESE TERMS SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE WEBSITE AND SERVICES AND THE PURCHASE AND SALE OF OUR PRODUCTS. BY ACCESSING OR USING THE WEBSITE OR SERVICES, OR PURCHASING OUR PRODUCTS, YOU ARE ACCEPTING THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE WEBSITE OR THE SERVICES. IMPORTANT: THESE TERMS CONTAIN AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION, AND ALSO CONTAINS A CLASS ACTION AND JURY TRIAL RIGHT WAIVER.**

We regularly update and improve our Site, Products, and Services, and we may at times add, change, or remove features, and these Terms may also need to change. The current version of these Terms will be posted on our Site and will be effective immediately upon posting. By continuing to use the Site or Services, or purchase our Products following any such change, you accept and agree to be bound by such modified Terms. WE DO NOT UNDERTAKE, AND SPECIFICALLY DISCLAIM, ANY OBLIGATION OR RESPONSIBILITY TO UPDATE OR AMEND THE INFORMATION, PRODUCTS, OR SERVICES DESCRIBED IN THE SITE OR TO NOTIFY YOU OF SAME, EXCEPT BY POSTING SUCH CHANGES TO THE SITE.

## Web Content and Materials

The information and materials contained on the Site are for marketing and informational purposes only and do not purport to be any measure of complete disclosure regarding LIFT. Your eligibility to participate in any discussions

or view any information or data listed on the Site is subject to the final approval and acceptance of LIFT. LIFT is not responsible for the opinions and information posted on this Site by others.

### **Privacy; Conduct; Minimum Age**

- A. **Personal Information.** We will maintain and use your “Personal Information” as defined in, and according to our Privacy Policy, and which may be modified from time to time in our discretion, which modifications are effective as of the date posted on our Site. Your continued access or use of the Site or purchase of our Products or use of our Services indicates that you agree with such modifications.
- B. **Code of Professional Conduct.** New and renewing members hereby agree to be bound by our Code of Professional Conduct (located on <https://longhorn-ift.org> incorporated herein by reference and as updated from time to time and effective when posted). You agree to comply with our Event Code of Conduct (set forth at the end of these Terms). In addition, no user of this Site may post material which violates our Statement on Diversity (incorporated herein by reference and as updated from time to time and effective when posted), including, but not limited to, any libelous, defamatory, discriminatory, abusive, profane, threatening, offensive, or illegal materials
- C. **Use By Minors.** We do not knowingly collect or solicit Personal Information from children under 16. If you are under 16, please do not attempt to register for the Services or send any Personal Information about yourself to us. If we learn we have collected Personal Information from a child under 16, we will delete that information as quickly as possible. If you believe that a child under 16 may have provided us Personal Information, please contact us.

### **Registration; Account Ownership**

- A. The Site and the Products and Services are intended for purchase, access, and/or use by individuals who are at least 16 years old, and by agreeing to the Terms you represent (i) that you are at least 16 years old and reside in a state, region, or country in which the Products and Services may legally be provided, (ii) you are the person whose name and other information have been provided for the account that you have or are creating, (iii) that you have not previously been suspended or removed from our member or subscriber list, and (iv) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization.
- B. All the information that you supply to us in creating your member or subscriber (referred to together as “member”) account must be accurate. You are responsible for maintaining the confidentiality of your account and password. We may reject any username that violates these Terms, including any username that uses another person’s identity or that violates our community and content guidelines. We reserve the right to invalidate and require you to change your password if we believe it has become insecure. We may use the email you provide to us in your member account profile to provide you with service messages and updates. By becoming a member, you are consenting to the receipt of these communications.

### **Availability**

- A. We shall use commercially reasonable efforts to provide continuous access to the Site. We do not guarantee that the Site will be always accessible. The Site may be unavailable during maintenance periods or during an emergency. In addition to normal maintenance, there may be events that will make the Site inaccessible for a limited amount of time due to unforeseen circumstances. We have the right to refuse to provide access to the Site or any part thereof. We shall not be liable to you or any other person, firm, or entity for any unavailability of the Site or Services if such failure is due to any cause beyond our reasonable control.

### **Restrictions on Use of the Site**

- You may use the Site only for lawful purposes and in accordance with these Terms. You agree not to use the Site:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
  - To exploit, harm or attempt to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise. · To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” or “spam” or any other similar solicitation.
  - To impersonate or attempt to impersonate us, our employees, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
  - In any manner that could disable, overburden, damage, or impair the Site or interfere with any third party’s use of the Site, including their ability to engage in real time activities through the Site.
  - To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Site, or which, as determined by us, may harm us or users of the Site or expose them to liability.
- Additionally, you agree not to:
    - Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
    - Use any device, software or routine that interferes with the proper working of the Site.
    - Introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
    - Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site.
    - Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
    - Otherwise attempt to interfere with the proper working of the Site.

### **User Feedback; Third-Party Social Media Postings**

- A. By submitting any ideas, comments, suggestions or other information to us (through our Site, social media sites, or other digital platforms, or through Google, or other review sites, or other means), including, but not limited to, those related to improvements to the Site or Services (collectively, the “**Feedback**”) you agree that such Feedback shall be deemed, and shall remain, our property, and you agree to and do hereby assign to us all your right, title, and interest in and to all Feedback (including without limitation intellectual property rights and moral rights) to us without compensation or further notice to you.
- B. We are entitled to use the Feedback without restriction for any purpose whatsoever, commercial, or otherwise, without compensation or further notice to you. None of the Feedback shall be subject to any obligation of confidentiality on our part and we shall not be liable for any use or disclosure of any Feedback.

### **User Content**

- A. The Site may, now or in the future, permit the posting or submission for posting of content, including, but not limited to, reviews, comments, or other textual content, files, images, photographs, videos, animation, sounds, musical works, data, or other materials and content by you (collectively, “**User Content**”). We do not endorse or approve any User Content that you or other Users submit or post. We respect the intellectual property rights of others. You must have the legal right to submit to us or, where permitted, post any User Content to the Site. You are solely responsible for any User Content that you create, transmit, or display while using the Site.
- B. If you have posted User Content to our Facebook, Instagram, LinkedIn, Twitter, YouTube, or other social media pages or platforms, or on other websites, e.g., Facebook, Google, Yelp, Trip Advisor, etc., you agree to and do hereby grant us and our licensors, affiliates, partners, successors and assigns, a nonexclusive, perpetual, irrevocable, worldwide, sublicensable, transferrable, royalty-free right and license to use, store, display, publish, transmit, transfer, distribute, reproduce, rearrange, edit, modify, aggregate, summarize,

translate, create derivative works of and publicly perform the User Content that you post or otherwise submit to us for any purpose, in any form, medium, or technology now known or later developed.

- C. You agree to not submit, upload, or post any User Content to the Site that infringes or may infringe the copyright, trademark, or other intellectual property rights of a third party nor may you submit User Content that violates any third party's right of privacy or right of publicity. You may submit only User Content permitted by the owner or by law.
- D. All User Content you post or submit for posting to the Site is deemed nonconfidential.
- E. You agree to not engage or permit others to have access to your login credentials to engage, in the practices of "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of users or other information or content.
- F. You also agree to take sole responsibility for any royalties, fees or other monies owed to any person or entity by reason of any User Content you post or transmit through the Site we provide.
- G. **User Content License from You**

- You retain copyright and any other rights you already hold in User Content which you submit, post, or display on or through, the Services. When you post or submit for posting User Content to the Site, you agree to and do hereby expressly grant to us and to our affiliates, parents, subsidiaries, agents, representatives, licensors or other third party partners, and our successors and assigns, a nonexclusive, worldwide, perpetual, irrevocable, transferrable, sub-licensable license and right to use, without restriction, including, but not limited to the right to quote, re-post, publish, use, adapt, translate, archive, store, reproduce, modify, create derivative works from, syndicate, license, print, sublicense, distribute, transmit, broadcast, and otherwise communicate, and publicly display or perform the User Content and to provide such User Content to any other user of the Site or the Service, or any portion thereof, in any manner or form and in any medium or forum, whether now known or hereafter devised, without notice, payment or attribution of any kind to you or any third party (collectively, the "License"). You grant us all licenses, consents, and clearances to enable the use such User Content for such purposes. You waive and agree not to assert any moral or similar rights you may have in such User Content.
- You agree that this License includes a right for us to make such User Content available to other companies, organizations, or individuals with whom we have relationships for the provision of services, and to use such User Content in connection with the provision of those services.
- You understand that we, in operating the Site and/or in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your User Content over various public networks and in various media; and (b) make such changes to your User Content as are necessary to conform and adapt that User Content to the technical requirements of connecting networks, devices, services or media. You agree that the License shall permit us to take these actions.

#### H. **User Content Submission and Posting Guidelines.**

- A. You are responsible for all User Content that you submit to us. You may not submit or post User Content that:
  - A. Is not your own original creation or that you do not have permission to use. Keep in mind that just because something on the internet lacks a copyright notice does not mean you can use it without permission.
  - B. Infringes the copyright, trademark, patent right, or other proprietary right of any person or that is used without the permission of the owner.
  - C. You know to be inaccurate.
  - D. Is pornographic, sexually explicit, or obscene.
  - E. Exploits children or minors
  - F. Violates the rights of privacy or publicity of any person.
  - G. Is harassing, libelous, slanderous, or defamatory.
  - H. Contains any personally identifying information about any person without their consent or about any person who is a minor.
  - I. May be deemed generally offensive to the Site community, including blatant expressions of bigotry, prejudice, hatred, profanity or religious or political radicalism.

- J. Includes advertisements, promotions, solicitations, spam, or offers to sell any goods or services for any commercial purpose.
  - K. Is off topic.
  - L. Is intended to provide professional advice, including but not limited to, the provision of medical treatment, or legal, financial or investment advice.
  - M. Is intended to solicit, recommend, endorse, or offer to buy or sell any securities or other financial instruments, tout stocks, or recommend that any particular security, portfolio of securities, transaction, or investment strategy is suitable for you or any specific person.
  - N. Violates any local, state, federal, and/or international laws or regulations.
  - O. Promotes or provides instructional information about illegal or illicit activities.
  - P. Contains software viruses or any other computer code, files, or programs designed to destroy, interrupt, or otherwise limit the functionality of any computer software, computer hardware, or other equipment.
  - Q. Is intended to overwhelm, cause technical disruptions of or denial of service to the Site.
- I. User Content may not be posted if it encourages or facilitates members to arrive at any agreement that either expressly or impliedly leads to price fixing, a boycott of another's business, or other conduct intended to illegally restrict free trade or otherwise be in violation of the law.
- J. LIFT is an individual membership organization and opinions expressed within the LIFT Community are those of the individual users and do not reflect the views of any organization with which they may be affiliated.
- K. **Removal of User Content.** We reserve the right (but have no obligation) to remove, block, edit, move, or disable User Content that is objectionable to us for any reason. The decision to remove User Content at any time is in our sole and final discretion. To the maximum extent permitted by applicable law, we do not assume any responsibility or liability for User Content or for any failure to or delay in removing User Content or other Content. You are solely responsible for your User Content and may be held liable for User Content that you post.
- L. **DMCA Notice.** If you believe that any content on the Site violates these Terms or your intellectual property rights, you can report such violation to us in accordance with the Digital Millennium Copyright Act (17 U.S.C. §512, "DMCA"). In the case of an alleged infringement, please provide the following information:
- i. A description of the copyrighted work or other intellectual property that you claim has been infringed.
  - ii. A description of where the material that you claim is infringing is located on the Site (including the exact URL)
  - iii. An address, a telephone number, and an e-mail address where we can contact you.
  - iv. A statement that you have a good faith belief that the use is not authorized by the copyright or other intellectual property rights owner, by its agent, or by law.
  - v. A statement by you under penalty of perjury that the information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the owner's behalf.
  - vi. Your electronic or physical signature, or that of the person authorized to act on behalf of the owner of the copyright or other right being infringed.
  - vii. We may request additional information before we remove allegedly infringing material. You may report a copyright violation by providing the above information to the designated agent listed below.  
 Longhorn Institute of Food Technologists  
 Attn: Greg Hanks I  
 c/o Hanks Brokerage, Inc.  
 13951 Senlac Drive, Suite 150  
 Dallas, TX 75234  
  
 Email: [greg.hanks@hanksbrokerage.com](mailto:greg.hanks@hanksbrokerage.com)
  - viii. We have the right to terminate the user account of any user who repeatedly submits content that violates our intellectual property policies. A repeat infringer is a user who has been notified of

infringing activity more than twice and/or has had User Content removed from the Site more than twice.

- M. **Membership Directory Content.** In addition to data collected by us, members may update, or supplement data provided in our Membership Directory. We permit members to upload and share user-generated content, such as photographs and resumes, with other members. The directory is not intended as a place for members to post third-party Content. We expect our members to always respect the copyrights, intellectual property rights and data protection rights of others. Our Membership Directory area is provided as a service to members to foster scientific and clinical information exchange. The use of the data for any commercial purposes by anyone other than us is expressly forbidden. If you feel that your data in this Membership Directory has been used inappropriately, please contact us.

## **Billing: Payment**

### **A. Product Purchases**

- i. **Fees.** Fees for our Products and Services are described in the applicable Site page. We may change our fees at any time, which will be effective when posted.
  - ii. **Payment Terms.** Unless different payment terms are specified in a Site, all fees are due in full upon purchase of the applicable Service or product. You agree to pay interest on any delinquent amount at the rate of the maximum rate allowed by law. We will automatically charge the credit/debit card on file for your Account (the “payment method”) for all monies owing on your Account (including interest), for as long as your account is open, regardless of whether or not you are using the purchased Services. You agree to pay attorneys’ fees and court costs if any amounts due to us are collected by or through an attorney or collections service.
- B. **Credit Card Processing.** We use a third-party payment processing service for processing credit card payments. Your use of any of these providers’ services is subject to your agreement to and continued compliance with their terms and conditions.

- C. **Annual Membership Renewal.** Where offered, you may set your annual membership dues to be automatically charged to your credit card on a recurring basis, in which event you acknowledge, agree, and accept that:

- . You are responsible for paying the annual (or other period) membership renewal fee associated with your account on the payment due date, for as long as your account is open, regardless of frequency you are logging into your account or using the Services.
- i. Where you have given us credit card pre-authorization for this recurring charge, we will automatically charge the credit/debit card on file for your account (the “payment method”) for all monies owing on your account, for as long as your account is open, regardless of whether or not you are logging into your account or using the Services.
- ii. When you enter or update the payment method, a temporary \$1.00 transaction may appear as debited from the payment method. This temporary \$1.00 transaction is a necessary authorization used to verify the payment method with your bank or financial institution and should disappear within about three days.
- iii. If we are unable to collect payment from the payment method, for whatever reason, we reserve the right to continue to attempt to collect payment from the payment method until such time as payment collection is successful or the related account is deleted.
- iv. In no event shall we be held responsible or otherwise liable for any fee(s) assessed to you, or any other person or party, by any bank or financial institution because of any billing action related to your account and/or the Services.
- v. Any chargeback(s) we receive with respect to any payment(s) collected from the payment method on your account will result in the immediate interruption and/or termination of your account and all associated Services.
- vi. You are solely responsible for updating the payment method as changes become necessary.
- vii. We reserve the right to change the price of any of the Services, at any time, with or without notice. In any case where notice is given, such notice will be sent to the email address on file for your account. The new fees will apply starting on the next month you are charged.
- viii. We may discontinue any discount code at any time without prior notice. No discount code may be redeemed for cash or transferred. All discount codes are applicable for one-time use only.

## Refunds

A. We reserve the right to deliver refunds at our sole discretion. When you apply to become a member, you acknowledge, agree, and accept that: (i) payments made to us prior to termination of your account are nonrefundable; (ii) an account terminated due to noncompliance with any of our policies is not eligible for a refund for any of the Services; and, (iii) refunds will not be given for the unused time remaining in a billing cycle after account termination.

## Suspension, Terminations

A. **Suspension.** We may suspend your account and access to the Service, with or without notice, if you violate any provision of these Terms.

B. **Termination.**

- i. We reserve the right to deactivate any Member accounts which have not been active for at least six (6) months. We reserve the right to delete data in deactivated accounts.
- ii. We reserve the right to stop providing the Website or the Service to you or access to the Website at any time for any reason and without prior notice.
- iii. We reserve the right, in our sole discretion, to close your account, without prior notice, for any one or all of the following: (i) if you breach, whether intentionally or unintentionally, any of these Terms, any supplemental rules and guidelines, any of the terms and conditions of our service providers, or any of our rights; (ii) if we do not receive a written response from you within 48 hours of any notice sent to you by us relating to your abuse of the Website or violation of these Terms; (iii) if, in our judgment, your use of the Website or the Service has the potential to pose any harm to us or to any of our affiliates, partners, service providers or customers; (iv) if your account becomes past due and is not paid within twenty days of becoming past due; (v) if a hacked script or otherwise compromised website is discovered on our systems at the Service in use by you; (vi) if an unusual spike in resource usage is detected by our systems resulting in an account far outstripping the allotted resources; (vii) if you fail to cure any suspension of your account or any individual Service, to our satisfaction, and within the time frame we specify; or, (viii) if, in our judgment, we have received too many complaints about your Content (where submission of Content is permitted). In the event of any such closure of your account, you will not be eligible for a refund of any fees, and you may be prohibited from reopening your account, opening a new account or accessing any existing account. You agree that we shall not be liable, in any way, for any closure pursuant to this section of the Terms.
- iv. Upon any closure of your account: (i) all rights granted to you and all our obligations to you hereunder shall cease immediately (except those expressly surviving or which by their nature would survive); and (ii) we may delete all of your data and Content from our servers and backup systems, and we may not have or keep a backup of the data and Content. You agree to and hereby do indemnify and hold us harmless from and against all claims, losses, or damages arising from any closure of your account. Following any closure, you are not permitted to access your account or any of the Services for which an account is required.

## Intellectual Property; Ownership

- E. You agree that use of the Site and the Services does not constitute any basis for ownership of the Site and that we, our affiliates or our licensors own all legal right, title, and interest in and to the Site and all information, materials, images, software, photographs, articles, functions, text, and other content solely provided by or on our behalf on the Site (specifically excluding any User Content that is, as between you and us, your property but licensed to us) (collectively, “**LIFT Content**”). The Site and the selection and arrangement thereof, are protected under the copyright laws and other intellectual property laws of the United States and other countries. We reserve all rights not expressly granted herein in and to the Site. Unless otherwise noted, our name and all other trademarks, service marks, trade names, logos or other designations of source displayed on the Site are our property, or that of our affiliates or licensors. All third-party trademarks, service marks, trade names, logos or other designations of source are the property of their respective

owners. Nothing on the Site shall be construed as granting any license or right not expressly set forth herein. Any unauthorized use of the Site will terminate the permission or license granted herein and may violate applicable law. You may not copy, transmit, display, distribute, alter, frame, store for subsequent use, or otherwise use the LIFT Content in any manner without our prior written consent, with the exception, however, that you may download and print one copy of the v provided in the public areas of the Site for your own personal, noncommercial use. If you download any LIFT Content from the Site in accordance with the preceding sentence, you agree you will not copy it or remove or obscure any copyright or other notices or legends contained in any such LIFT Content.

### **External Links**

- F. We may include in the Site links to Internet sites that are not controlled or maintained by us (“External Links”). If you leave the Site via an External Link, you do so at your own risk. External Links are provided solely as pointers to information that may be useful to you or to users of the Site generally. We have no control over the content on any such linked sites. We make no warranties, either express or implied, concerning the content of any such linked website including, without limitation, the accuracy, completeness, reliability, or suitability thereof for any particular purpose, nor do we warrant that such sites or content is free from any claims of copyright, trademark, or other infringement of the rights of third parties or that such sites or content is free from defects, viruses, worms, Trojans, spyware, or other destructive or harmful devices. The presence of an External Link in the Site does not imply our endorsement of, or responsibility for, the opinions, ideas, products, information, or services offered at such sites, or any representation regarding the content at such linked sites.

### **Limitations of Liability**

- G. THE INFORMATION AND MATERIALS ON THE SITE ARE PROVIDED "AS IS." WE DO NOT WARRANT THE ACCURACY OF THE INFORMATION OR MATERIALS PROVIDED HEREIN, EITHER EXPRESSLY OR IMPLIEDLY, FOR ANY PARTICULAR PURPOSE AND EXPRESSLY DISCLAIM ANY OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. ALTHOUGH THE INFORMATION AND MATERIALS PROVIDED ON THE SITE ARE OBTAINED OR COMPILED FROM SOURCES, WE BELIEVE TO BE RELIABLE, WE CANNOT AND DO NOT GUARANTEE THE ACCURACY, VALIDITY, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION, MATERIALS, OR DATA MADE AVAILABLE TO YOU FOR ANY PARTICULAR PURPOSE. WE WILL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE THAT MAY RESULT FROM INTERCEPTION BY THIRD PARTIES OF INFORMATION MADE AVAILABLE TO YOU VIA THE SITE. NEITHER WE, NOR ANY OF OUR AFFILIATES, DIRECTORS, OFFICERS, OR EMPLOYEES, NOR ANY THIRD-PARTY VENDOR SHALL BE LIABLE OR HAVE ANY RESPONSIBILITY OF ANY KIND FOR ANY LOSS OR DAMAGE THAT YOU INCUR IN THE EVENT OF ANY FAILURE OR INTERRUPTION OF THE SITE, OR RESULTING FROM ANY ACT OR OMISSION OF ANY THIRD PARTY INVOLVED IN MAKING THE SITE OR THE DATA, MATERIALS, AND INFORMATION CONTAINED THEREIN AVAILABLE TO YOU, OR FROM ANY OTHER CAUSE RELATING TO YOUR ACCESS TO, INABILITY TO ACCESS, OR USE OF THE SITE, WHETHER OR NOT CIRCUMSTANCES GIVING RISE TO SUCH CAUSE MAY HAVE BEEN WITHIN OUR CONTROL OR OF THE CONTROL OF ANY VENDOR PROVIDING SOFTWARE SERVICES OR SUPPORT. NEITHER WE, NOR ANY OF OUR DIRECTORS, OFFICERS, OR EMPLOYEES WILL BE LIABLE OR HAVE ANY RESPONSIBILITY OF ANY KIND FOR ANY LOSS OR DAMAGE THAT YOU INCUR AS A RESULT OF THE INFORMATION, MATERIALS OR THE SITE BEING MADE AVAILABLE TO YOU.
- H. YOU ACKNOWLEDGE AND AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US, OUR OWNERS, SUBSIDIARIES, DIRECTORS,



EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS ARISING OUT OF OR RELATING TO THE WEBSITE, OUR SERVICES, INFORMATION, OR MATERIALS IS TO STOP USING THE WEBSITE, SERVICES, INFORMATION, OR MATERIALS, AND TO CANCEL YOUR ACCOUNT. IN NO CASE SHALL THE TOTAL AGGREGATE LIABILITY OF US, OUR OWNERS, SUBSIDIARIES, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES, AND LICENSORS TO YOU EXCEED THE GREATER OF THE AMOUNT THAT YOU PAID TO US FOR THE SERVICE OR PRODUCT OR ONE HUNDRED DOLLARS (US\$100).

- I. NOTICE TO CALIFORNIA RESIDENTS: IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.
- J. NOTICE TO NEW JERSEY RESIDENTS: YOUR RIGHTS ARE PROTECTED UNDER THE TRUTH-IN-CONSUMER CONTRACT, WARRANTY AND NOTICE ACT AND NEW JERSEY LAW GENERALLY. THE FOLLOWING PROVISIONS IN THESE TERMS DO NOT APPLY TO YOU AND ARE NOT INTENDED TO VARY, DIMINISH OR ALTER YOUR RIGHTS UNDER NEW JERSEY LAW: SPECIFICALLY, NOTHING IN THESE TERMS LIMITS, VARIES, DIMINISHES, AFFECTS, OR OTHERWISE VOIDS OR ALTERS YOUR RIGHTS UNDER NEW JERSEY LAW AS THEY RELATE TO LIMITATIONS OF LIABILITY OR EXCULPATION (INCLUDING, BUT NOT LIMITED TO, LIMITATIONS ON INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES), DISPUTE RESOLUTION, INDEMNIFICATION, VENUE OR JURISDICTION, STATUTES OF LIMITATION OR REPOSE PERIODS FOR BRINGING CLAIMS, PLAIN LANGUAGE REQUIREMENTS, REPRESENTATIONS AND WARRANTIES OF ANY TYPE OR NATURE (INCLUDING, BUT NOT LIMITED TO, CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT), CONTRACT REMEDIES, PERSONAL INJURY, TORT AND NEGLIGENCE CLAIMS, CONDITIONS OF SALE, FEE-SHIFTING PROVISIONS, WAIVER OF ATTORNEY FEES AND/OR COSTS, AND COPYRIGHT. YOUR RIGHTS REGARDING THESE SPECIFIC PROVISIONS WILL BE GOVERNED BY NEW JERSEY LAW. IN THE EVENT OF ANY CONFLICT BETWEEN THESE TERMS AND NEW JERSEY LAW, NEW JERSEY LAW SHALL GOVERN.

#### **Indemnification**

- K. By utilizing the Site or the Service you agree to indemnify and hold us and our officers, directors, employees, agents, and affiliates harmless from and against any and all liability, losses, costs, and expenses (including attorneys' fees) incurred by us through your use of the Site or the Services or your posting or submission of User Content (if permitted) in violation of these Terms (including, but not limited to, negligent or wrongful conduct, infringement of any third party's intellectual property, confidentiality, privacy or publicity rights). We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. This section shall survive any termination of the Terms.

#### **Cooperation with Law Enforcement and Government Agencies; Required Disclosures**

- L. You acknowledge that we have the right to investigate and prosecute violations of these Terms, including intellectual property, publicity and privacy rights infringement and website security issues, to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that we have no obligation to monitor your access to or use of the Site or the Services, but we have the right to do

so for the purpose of operating the Site, to ensure your compliance with these Terms or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental or regulatory body.

- M. You understand and agree that we may disclose your Personal Information if required to do so by law, court order, legal process, or subpoena, including to respond to any government or regulatory request (after, if permitted, giving reasonable notice to you and using commercially reasonable efforts to provide you with the opportunity to seek a protective order or the equivalent (at your expense), or if we believe that such action is necessary to (a) conform to the law, comply with legal process served on us or our affiliates or partners, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) to enforce these Terms (including for billing and collection purposes), take precautions against liability, to investigate and defend ourselves against any third-party claims or allegations, to assist government enforcement agencies, or to protect the security or integrity of our Site; or, (c) to exercise or protect the rights, property, or the safety of us, our users or others.

### **Disputes Resolution**

- N. **Time Limitation.** Any claim or action against us must be brought within twelve (12) months of the cause arising, otherwise such claim or action is permanently barred.
- O. **Arbitration.** Other than for the grounds set forth in Section 8.C below (labeled “Exceptions to Agreement to Arbitrate”), in the event of any dispute, claim, question or disagreement arising from or relating to the Terms or the breach thereof, the parties hereto shall use reasonable efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, such dispute, claim, question, or disagreement shall be resolved by binding arbitration in Collin County, Texas in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”), subject to the limitations of this Section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate the dispute. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the Commercial Arbitration Rules of the AAA from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing and shall be final. Judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply. The expenses of arbitration, including and the fees and expenses of the arbitrator and the AAA, shall be shared equally by the parties.
- i. The arbitrator will have no authority to award attorneys’ fees, punitive damages, or any other monetary relief not measured by the prevailing party’s actual damages and each party irrevocably waives any claim thereto. The award may include equitable relief. The arbitrator will not make any ruling, finding, or award that does not otherwise conform to the Terms. The arbitrator may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition.
  - ii. The parties agree to treat all aspects of the arbitration as confidential, as provided in the AAA Rules. Before making any disclosure permitted by the Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect

its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

- P. Exceptions to Agreement to Arbitrate. Notwithstanding the foregoing in this arbitration section, either party is free to seek equitable relief in a court having jurisdiction in the event of a breach or threatened breach of a party's obligations with respect to confidential information or intellectual property rights.

### **Class Action Waiver**

- Q. **Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. You agree that neither you nor we will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity, and each party hereby waives any right to assert consolidated claims with respect to any disputes subject to arbitration under these Terms or any disputes between the parties. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.**

### **Waiver of Jury Trial**

- R. **Each party irrevocably and unconditionally waives any right we or you may have to a trial by jury for any legal action arising out of or relating to these Terms or the transactions contemplated hereby.**

### **Location of Operations**

- S. Our Site is operated in the United States of America, and we make no representation that content provided is applicable or appropriate for use in other locations. We make no claims that the Site or any of its content is accessible or appropriate outside of the United States. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Your use of the Site does not subject us to judicial process in or to the jurisdiction of courts or other tribunals in your jurisdiction or location.

### **Export**

- T. The Terms shall not be governed by the United Nations Convention on the International Sale of Goods. Your purchase and use of our Products shall comply with all applicable export laws of the United States, including, without limitation, the U.S. Export Administration Regulations and the prohibitions and restrictions mandated by agencies of the United States government. Without limiting the foregoing, our Products may be exported or re-exported into (or to a resident or national of): (a) any country sanctioned by the United States government identified on the list published by the U.S. Bureau of Industry and Security; (b) any country, entity or person identified on any of the sanction lists, specifically designated nationals lists, denied party lists or entity lists published by the Office of Foreign Assets Control of the U.S. Department of Treasury, as such lists may be updated from time to time; (c) any other country subject to United States embargo or UN Sanctions; or (d) any other prohibited country, person, end-user or entity specified by the United States government.

### **Communications**

- U. By creating a User account or giving us any contact information, you agree to and do hereby consent to receive mail and electronic communications (email, text/SMS and by telephone) from us and/or by posting the Communications on the Site (e.g., by posting notices on your account profile page) concerning information and/or our Services (collectively, "**Communications**"). For

Users with an account, Communications may be those that we are required to send to you by law concerning us, your account or information, the Site, or the Services (“**Required Communications**”). The Communications may also be those that we send to you for other reasons. You may change the email or mobile phone number on file for your account by visiting your account profile page or by contacting us. You may opt out of receiving all Communications, other than Required Communications, via email by sending a notice to us that identifies your full name, user name and email address; however, you will not receive any further electronic notices from us (other than Required Communications), which notices may include important notices or announcements. You can also opt out of receiving our e-newsletters by clicking “unsubscribe” at the bottom of our e-newsletter.

## General

- V. **Governing Law.** For all legal proceedings arising out of use of the Site, the Services, and/or relating to these Terms, these Terms and the relationship between you and us shall, irrespective of any choice of laws rules, be governed by and construed in accordance with the laws of the State of Illinois. To the extent litigation is permitted pursuant to these Terms, you and we hereby irrevocably and unconditionally submit to the jurisdiction of courts located in Collin County, Texas, or the court of competent jurisdiction closest thereto if no court of competent jurisdiction resides therein, and the parties consent to the personal jurisdiction of such courts and expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere. You and we irrevocably waive, to the fullest extent permitted by law, any objection that you may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum.
- W. **Assignment.** You may not assign, convey, or transfer (whether by contract, merger, or operation of law) (collectively, “assign” or variants) these Terms, in whole or in part, without our prior written consent, which may be granted or withheld by us in our sole discretion. Any attempted assignment in violation of these Terms will be of no power or effect. We may assign these Terms freely at any time without notice. Subject to the foregoing, these Terms will bind and inure to the benefit of each party’s permitted successors and assigns. We reserve the right to, and you hereby consent to, our right to disclose, transfer, and/or assign your Personal Information in connection with a merger, consolidation, restructuring, financing, sale, or other transaction or pursuant to any court proceeding. In addition, if a potential buyer is interested in purchasing us, you agree that we may provide the potential buyer with your Personal Information on a confidential basis and subject to the use restrictions in these Terms.
- X. **Entire Agreement.** These Terms, including the Privacy Policy (and updates to the foregoing), and any other terms agreed to by way of your express consent or your use of the Site or the Services or purchase of Products shall constitute the entire and exclusive understanding and agreement between you and us regarding this subject matter, and shall supersede any and all prior or contemporaneous representations or understandings relating to this subject matter. In the event that any part of these Terms is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. Upon termination of these Terms, any provision which, by its nature or express terms should survive, will survive such termination or expiration. The failure of us to exercise or enforce any right or provision of these Terms, including any failure to act with respect to a breach, will not constitute a waiver of such right or our right to act with respect to subsequent or similar breaches. The headings are for convenience only and shall not affect its interpretation.
- Y. **Relationship of the Parties.** The parties intend that no partnership, joint venture, employee, employer, or other relationship is intended or will be created by these Terms. You agree not to hold yourself out as in any way sponsored by, affiliated with, endorsed by, in partnership or venture with, nor as an employee or employer of us, any of our affiliates or respective service providers. There are no third-party beneficiaries to these Terms.

Z. **Notices.** You agree that we may provide you with notices, including those regarding changes to these Terms, by email to the address you provided at the time of registration, or such changed address as you provide to us in your account data. Our address for notices is set for the below.

. **Contact Us.** Our contact information is: Longhorn Institute of Food Technologists  
Attn: Greg Hanks I  
c/o Hanks Brokerage, Inc.  
13951 Senlac Drive, Suite 150  
Dallas, TX 75234

You may also visit our [About Us](#) website page.

LIFT (or its representatives) may take photo stills and audio/video of LIFT Events for various uses, including, but not limited to, in LIFT news and promotional material, in print, electronic and other media, including the LIFT website. By participating in a LIFT Event, you grant LIFT and its contractors, vendors, sponsors, and exhibitors, a perpetual, irrevocable right and license to use, reproduce, publish, distribute, edit, make derivative works, perform publicly, disclose, assign, and transfer all images, photographs, videos, voice, name, and likeness, without limitation, without compensation. All media become the property of LIFT. Media may be displayed, distributed, or used by LIFT for any purpose. I hereby release you and your employees, licensees, contractors, successors, and assigns from any/all claims, demands, and causes of action that I may now or hereafter have against you arising out of or in connection with the use of my Likeness.