

Terms & Conditions

KELLOGG COMPANY ONLINE TERMS OF USE

Last revised: November 2019

These terms and conditions of use (“Terms of Use”) govern your use of our online interfaces, features and properties (e.g., websites) and any online service owned and controlled by Kellogg Company, its affiliates and subsidiaries (collectively “Company”), that links to these Terms of Use (collectively, the “Site”). By accessing the Site, you agree to and are bound by these Terms of Use.

These Terms of Use cover:

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1. Ownership of the Site

All pages within the Site and any material made available for download are the property of Company, or its licensors or suppliers, as applicable. The Site is protected by United States and international copyright, trademark and other intellectual property laws. The contents of the Site, including without limitation all data, files, documents, text, photographs, images, graphics, screen shots, trademarks, logos, product and program names, slogans, audio, and video, and any materials accessed through or made available for use or download through the Site (“Content”) may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized by these Terms of Use or otherwise approved in writing by Company. You may not frame or utilize framing techniques to enclose, or deep link to, any name, trademarks, service marks, logo, content or other proprietary information (including images, text, page layout, or form) of Company without our express written consent.

2. Site Access, Security and Restrictions; Passwords

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an

account which the user is not authorized to access; or (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (c) accessing or using the Site or any portion thereof without authorization, in violation of these Terms of Use or in violation of applicable law.

You may not use any scraper, crawler, spider, robot or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Site. You will not use any electronic communication feature of the Site for any purpose that is unlawful, tortious, intrusive on another's privacy, harassing, libelous, defamatory, obscene, or threatening. You agree not to upload, download, reproduce, display, distribute, misuse or use any Content, information, software or other material located on the Site in any other manner that is likely to cause confusion among consumers, that dilutes the strength of Company or its licensor's property, or that otherwise infringes Company's or its licensors' intellectual property rights. You further agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site.

You agree that you will not: (i) copy, modify, create any derivative work of; or (ii) reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure or organization); or (iii) remove any copyright notices, identification or any other proprietary notices from any of the software, copyrighted content and any proprietary information in the Site.

Some areas of the Site or content provided on or through the Site may have additional rules, guidelines, license agreements, user agreements or other terms and conditions that apply to your access or use of that area of the Site or content (including terms and conditions applicable to a corporation or other organization and its users). If there is a conflict or inconsistency between these Terms of Use for the, and the rules, guidelines, license agreement, user agreement or other terms and conditions for a specific area of the Site or for specific content, the latter shall have precedence and control with respect to your access and use of that area of the Site or content.

On certain areas of our Site, you may be given the ability to provide us with personally identifiable information. Please read our Privacy Policy located at https://www.kelloggcompany.com/en_US/privacy-policy.html for more information about our information collection and use practices, which Policy applies to information you submit on this Site, and you hereby agree to the terms of that Privacy Policy.

In the event access to the Site or a portion thereof is limited requiring a user ID and password, you agree to access protected areas using only your user ID and password as provided to you by Company. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID.

3. Accuracy and Integrity of Information; Typographical Errors

Although Company attempts to ensure the integrity and accuracy of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform Company so that it can be corrected. Company reserves the right to unilaterally correct any inaccuracies on the Site without notice. Information contained on the Site may be changed or updated without notice. Additionally, Company shall have no responsibility or liability for information or Content posted to the Site from any non-Company affiliated third party.

4. Modifications to Products and Prices

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue any of our products (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of our products.

In the event a product or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, we shall have the right to refuse or cancel any orders placed for product / service listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged. If your credit or debit card has already been charged for the purchase and your order is canceled, we shall promptly issue a credit to your credit or debit card account in the amount of the incorrect price.

5. User Generated Content, Reviews, Feedback and other Postings to the Site

If you submit, upload or post any comments, ideas, suggestions, information, files, videos, images or other materials to us or our Site ("User Generated Content"), you agree not to provide any User Generated Content that (1) is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, or (3) contains or transmits a virus or any other harmful component. You agree not to contact other Site users through unsolicited e-mail, telephone calls, mailings or any other method of communication. You represent and warrant to Company that you have the legal right and authorization to provide all User Generated Content to Company for the purposes and Company's use as set forth herein. Company shall have a royalty-free, irrevocable, world-wide, fully paid, sub-licensable, transferable right and license to use the User Generated Content in whatever manner Company desires, including without limitation, to copy, modify, delete in its entirety, adapt, publish, translate, create derivative works from and/or sell and/or distribute such User Generated Content and/or incorporate such User Generated Content into any form, medium or technology throughout the world. Company is and shall be under no obligation (1) to maintain any User Generated Content in confidence; (2) to pay to you any compensation for any User Generated Content; or (3) to respond to any User Generated Content.

Company reserves the right to monitor, edit, or remove any User Generated Content submitted to the Site. You grant Company the right to use the name that you submit in connection with

any User Generated Content. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any User Generated Content. You are and shall remain solely responsible for the content of any User Generated Content you make. Company and its affiliates take no responsibility and assume no liability for any User Generated Content submitted by you or any third party.

You understand and agree that you have no ownership rights to the Site or the materials and features therein. Company may cancel your account and delete all User Generated Content associated with your account at any time, and without notice, if Company deems that you have violated these Terms of Use or the law. Company assumes no liability for any information removed from our Site, and reserves the right to permanently restrict access to the Site or a user account at anytime for any reason.

Separate and apart from the User Generated Content you provide, you may submit questions, comments, feedback, suggestions, ideas, improvements, plans, notes, drawings, original or creative materials or other information about Company, our Site and our products (collectively, "Ideas") either through a formal submission process or otherwise. The Ideas you submit are voluntary, non-confidential, gratuitous, and non-committal. Please do not send us Ideas if you expect to be paid or want to continue to own or claim rights in them. You must also inform us if you have a pending or registered patent relative to the Idea.

You represent and warrant that your Ideas are not subject to any confidentiality obligations or third-party intellectual property encumbrances and that you own and control all of the rights to the Ideas and have the authority to grant the rights to Company that you grant herein. By submitting your Idea, you grant Company and its designees a worldwide, perpetual, irrevocable, non-exclusive, fully-paid up, and royalty free license to use, sell, reproduce, prepare derivative works, combine with other works, alter, translate, distribute copies, display, perform, publish, license, or sub-license the Ideas and shall be entitled to the unrestricted use and dissemination of Ideas for any purpose, commercial or otherwise, without acknowledgment or compensation to you. By submitting your Ideas, you hereby release Company and its agents and employees from any claims that such use violates any of your rights. Company shall own exclusive rights, including all intellectual property rights, to any work it creates or has created from the Ideas or a similar ideas of its own.

6. Trademarks and Copyright, Claims of Copyright Infringement

The brand names, slogans, characters and other trademarks, as well as the package designs of all Kellogg's® products and promotions belong exclusively to Company and /or its subsidiary companies, and are protected from copying and simulation under national and international trademark and copyright laws and treaties throughout the world.

The contents of the Sites are protected from copying and distribution under national and international copyright laws and treaties throughout the world. Copyright © 2006 Kellogg Company. All rights reserved.

We disclaim any responsibility or liability for copyrighted materials posted on the Site. If you believe that your work has been copied in a manner that constitutes copyright infringement, please follow the procedures set forth below.

Company respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act (“DMCA”), we will respond promptly to notices of alleged infringement that are reported to Company’s Designated Copyright Agent, identified below.

Notices of Alleged Infringement for Content Made Available on the Site

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site by sending us a notice complying with the following requirements:

1. Identify the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and that access to which is to be disabled, including at a minimum, if applicable, the URL of the link shown on the Site where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the notice:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”

“I hereby state that the information in this notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

5. Provide your full legal name and your electronic or physical signature.

Deliver this notice, with all items completed, to our Copyright Agent: Copyright@Kellogg.com

7. Links to Other Websites

Company makes no representations whatsoever about any other website that you may access through the Site. When you access a non-Company website, please understand that it is independent from Company, and that Company has no control over the content on that website. In addition, a link to a non-Company website does not mean that Company endorses or accepts any responsibility for the content, or the use, of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third-party websites linked to the Site, you do this entirely at your own risk.

8. Disclaimer of Warranties

Company makes no representations about the reliability of the features of this Site, the Content, User Generated Content, or any other Site feature, and disclaims all liability in the event of any

service failure. You acknowledge that any reliance on such material or systems will be at your own risk. Company makes no representations regarding the amount of time that any Content or User Generated Content will be preserved.

Company does not endorse, verify, evaluate or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any User Generated Content. You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by Company without the prior review and written approval of Company.

COMPANY DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE SITE IS PROVIDED "AS IS, AS AVAILABLE," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND ARE MADE WITH RESPECT TO THIS SITE OR ANY INFORMATION OR SOFTWARE THEREIN, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. COMPANY DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE, AND LINKED WEBSITES. COMPANY DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

9. Limitation of Liability Regarding Use of Site

COMPANY IS NOT RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, SITE-RELATED SERVICES, CONTENT OR INFORMATION CONTAINED WITHIN THE SITE (INCLUDING USER GENERATED CONTENT), AND/OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, SITE-RELATED SERVICES, AND/OR LINKED WEBSITES IS TO STOP USING THE SITE AND/OR THOSE SERVICES. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM AGGREGATE LIABILITY OF COMPANY TO YOU WITH RESPECT TO YOUR USE OF THE SITE IS \$100 (ONE HUNDRED DOLLARS).

10. Indemnity

As permitted by applicable law, you agree to, and you hereby, defend (if we request), indemnify, and hold Company, its affiliates, parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or

indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against Company, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User Generated Content; (ii) your use of the Site and your activities in connection with the Site; (iii) your breach or alleged breach of these Terms of Use; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Site or your activities in connection with the Site; (v) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; (vii) third-party claims, damages, and expenses; (viii) access by anyone accessing the Site using your user ID and password; and (vii) Company's use of the information that you submit to us (including your User Generated Content). You will cooperate as fully required by Company in the defense of any claims and losses. Notwithstanding the foregoing, Company retains the exclusive right to settle, compromise, and pay any and all claims and losses. Company reserves the right to assume the exclusive defense and control of any claims and losses. You will not settle any claims and losses without, in each instance, the prior written consent of an officer of Company.

11. Dispute Resolution; Arbitration Agreement

These Terms of Use provide that all disputes between you and Company that in any way relate to these Terms of Use or your use of the Site will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action.

We will try work in good faith to resolve any issue you have with Site, including products ordered or purchased through the Site, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

You and Company agree that any dispute, claim, or controversy arising out of or relating in any way to these Terms of Use or your use of the Site, including products ordered or purchased through the Site, shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Company are each waiving the right to a trial by jury or to participate in a class action.

This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Company.

If you desire to assert a claim against Company, and you therefore elect to seek arbitration, you must first send to Company, by certified mail, a written notice of your claim. The notice to Company should be addressed to:

Kellogg's Consumer Affairs
PO BOX CAMB
Battle Creek, MI 49016

If Company desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written notice to the most recent address we have on file or otherwise in our records for you. A notice sent must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If Company and you do not reach an agreement to resolve the claim within 30 days after the notice is received, you or Company may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by Company or you shall not be disclosed to the arbitrator. You may download or copy a form notice and a form to initiate arbitration from the American Arbitration Association at www.adr.org. If you are required to pay a filing fee, after Company receives notice at the address in this section above that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the address indicated in this section above. The arbitrator is bound by the terms of these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless Company and you agree otherwise, any arbitration hearings will take place in Chicago, Illinois. If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of Company's last written settlement offer made before an arbitrator was selected (or if Company did not make a settlement offer before an arbitrator was selected), then Company will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

YOU AND COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this agreement to arbitrate provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts located in and for the State of Michigan.

12. Applicable Law

These Terms will be governed by and construed in accordance with, and any dispute and will be resolved in accordance with, the laws of the State of Michigan without regard to its conflicts of law provisions that might apply the laws of another jurisdiction.

13. Investigations; Cooperation with Law Enforcement; Termination; Survival

You agree that Company shall, as permitted by applicable law, have the right, without limitation and without any obligation, to: (i) investigate any suspected breaches of its Site security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms of Use or any potential harm to our users or third parties, (iii) use any information obtained by Company in connection with reviewing law enforcement databases or complying with applicable laws and use and/or disclose any information obtained by Company to comply with law enforcement requests or legal requirements, (iv) involve and cooperate with law enforcement authorities in connection with any of the foregoing matters, (v) prosecute violators of these Terms of Use, and (vi) discontinue the Site, in whole or in part, or suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to Company under these Terms of Use. Upon suspension or termination of your access to the Site, or upon notice from Company, all rights granted to you under these Terms of Use will cease immediately, and you agree that you will immediately discontinue use of the Site. The provisions of these Terms of Use, which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to Company in these Terms of Use, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, jury waiver, and mandatory arbitration.

14. Assignment

Company may assign its rights and obligations under these Terms of Use, in whole or in part, to any party at any time without any notice. These Terms of Use may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of Company.

15. International Issues

Company controls and operates the Site from its U.S.-based offices in the U.S.A., and Company makes no representation that the Site is appropriate or available for use beyond the U.S.A. If you use the Site from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. The Site may describe products and services that are available only in the U.S.A. (or only parts of it) and are not available worldwide. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms of Use or to any sale of goods carried out as a result of your use of the Site.

16. Revisions

Company reserves the right, in its sole discretion, to terminate your access to all or part of the Site, with or without cause, and with or without notice. In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. These Terms of Use constitute the entire agreement between Company and you pertaining to the subject matter hereof. In its sole discretion, Company may from time-to-time revise these Terms of Use by updating this posting. You should, therefore, periodically visit this page to review the current Terms of Use, so you are aware of any such revisions to which you are bound. Your continued use of the Site after revisions to these Terms of Use shall constitute your agreement to the revised Terms of Use. Certain provisions of these Terms of Use may be superseded by expressly designated legal notices or terms located on particular pages within the Site.

17. Severability; Interpretation

If any provision of these Terms of Use is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms of Use (which will remain in full force and effect). To the extent not prohibited by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms of Use, the word will be deemed to mean "including, without limitation." The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms of Use.