



## Beef Quality Assurance Program (BQA™)

### National Cattlemen's Beef Association Terms of Service

These Terms of Service (these "**Terms of Service**") is agreed to between National Cattlemen's Beef Association, and its affiliates and subsidiaries (collectively, "**NCBA**") and you, or if you represent an entity or other organization, that entity or organization (in either case, "**You**" or "**Your**"). NCBA offers users ("**Users**") the ability to access livestock related educational information, data, and other content ("**Content**"), as well as account registration, and other functionality and services ("**Services**") described on the NCBA platform (the "**Platform**"). You may access the Platform through the website located at [bqa.beeflearningcenter.org](http://bqa.beeflearningcenter.org) or other websites operated by NCBA (each, a "**Website**"). These Terms of Service applies to the Platform, Content, and Services available through the Platform, regardless of the Website through which You access or use the Platform, Content, or Services.

PLEASE CAREFULLY READ THESE TERMS OF SERVICE. BY ACCESSING OR USING THE PLATFORM, CONTENT, OR SERVICES, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, NCBA IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO OR USE OF THE PLATFORM, CONTENT, OR SERVICES AND YOU MUST NOT ACCESS OR USE THE PLATFORM, CONTENT, OR SERVICES.

These Terms of Service include the terms and conditions below and the privacy policy located at [bqa.beeflearningcenter.org](http://bqa.beeflearningcenter.org) (the "**Privacy Policy**") relating to the Platform and Website. You are responsible for compliance with these Terms of Service (including the Privacy Policy).

Unless You later enter into any other agreements with NCBA regarding the Platform, Content, or Services, these Terms of Service are the complete and exclusive agreement between You and NCBA regarding Your access to and use of the Platform, Content, and Services. These Terms of Service supersede any prior agreement or proposal, oral or written, and any other communications between You and NCBA relating to Your use of the Platform, Content, or Services as a User of the Platform.

- 1. DEFINITIONS.** Terms used in these Terms of Service have the definitions given in these Terms of Service or, if not defined in these Terms of Service, have their plain English meaning as commonly interpreted in the United States, even if NCBA provides a translated version of these Terms of Service. To the extent any ambiguity or inconsistency exists between the English version of these Terms of Service and a version in any other language, the English (as interpreted in the United States) version of the Terms of Service controls.
- 2. TERM.** These Terms of Service are entered into as of the earlier of the date You first accessed the Website or used the Platform, Content, or Services (the "**Effective Date**") and will continue until terminated as set forth herein.
- 3. MODIFICATIONS.** NCBA reserves the right, at any time, to modify the Platform, Content, or Services, with or without notice to You, by making those modifications available on the Platform. NCBA also reserves the right, at any time, to modify these Terms of Service. NCBA will inform You of the presence of any changes to these Terms of Service by posting those changes on the Platform or by providing You with notice through the Platform. Any modifications will be effective immediately upon posting on the Platform or delivery of such notice through the Platform. You may terminate these Terms of Service as set forth below if



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You object to any such modifications. However, You will be deemed to have agreed to any and all modifications through Your continued use of the Platform, Content, or Services following such notice period.

### 4. ACCOUNTS.

**4.1. Content Access Through Accounts.** Subject to the terms of these Terms of Service, access to the Platform requires that You register as a User of the Platform and establish a User account on the Platform (an “**Account**”). Approval of Your request to establish and maintain any Account will be at the sole discretion of NCBA.

**4.2. Accounts.** Upon Your request, NCBA may provide You with the ability to establish an Account on the Platform. Your Account and the User identification and password for Your Account (Your “**Account ID**”) is personal in nature. Your Account is for Your personal use and Your Account ID may be used only by You alone. You may not distribute or transfer Your Account or Account ID or provide a third party with the right to access Your Account or Account ID. You are solely responsible for all use of the Platform and all Content and Services through Your Account. You will ensure the security and confidentiality of Your Account ID and will notify NCBA immediately if Your Account ID is lost, stolen, or otherwise compromised. You are fully responsible for all liabilities and damages incurred through the use of Your Account or under Your Account ID (whether lawful or unlawful) and any transactions completed through Your Account or under Your Account ID will be deemed to have been lawfully completed by You.

**4.3. Account Information.** In connection with establishing Your Account, You will be asked to submit certain information about Yourself (“**Account Information**”). You agree that: (a) all Account Information You provide will be accurate, complete, and current; and (b) You will maintain and promptly update Your Account Information to keep it accurate, complete and current. You may not: (i) select or use an Account ID of another person with the intent to impersonate that person; and (ii) use an Account ID that NCBA, in its sole discretion, deems offensive. You are solely responsible for confirming the set-up and configuration of Your Account in all respects and for making all changes and updates thereto through these Terms of Service. Please note that we may share certain Account Information with third parties in accordance with the Privacy Policy.

### 5. ACCESS.

**5.1. Restricted Access.** This Website is not available for children under 13 years of age. You may only use this Website if you are at least 13 year of age. By using this Website, you represent that you are at least 13 years of age.

**5.2. To the Platform.** Subject to Your compliance with these Terms of Service, NCBA will permit You to access and use the Platform, Content, and Services solely for lawful purposes and only in accordance with these Terms of Service and any other agreement You agree to with NCBA before being given access to any specific aspects of the Platform. Any additional agreement is in addition to these Terms of Service and will govern Your use of the portions of the Platform to which the additional agreement applies in the event of a conflict between the terms of these Terms of Service and the additional agreement.

### 6. CONTENT AND THIRD PARTY SERVICES.



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- 6.1. Content. Subject to Your compliance with these Terms of Service, all Content available through the Platform, including Content posted by NCBA is made available to You under the terms of an [Attribution-Share Alike Creative Commons Public License](#) ("**Creative Commons License**"). Under the Creative Commons License, NCBA permits Users to copy, distribute, display, and perform Content, royalty-free, on the condition that such User credits NCBA's authorship each time such User does so. NCBA also permits Users to distribute derivative works of NCBA's Content, but only if such User does so under the same Creative Commons License that governs the Content. You assume all risks associated with the use of NCBA's Content, including any reliance on the accuracy, completeness, or usefulness of the Content that makes You or any third party personally liable. The Beef Checkoff name, logo, and all product and service names associated with the Platform, Content, and Services are trademarks of the Cattlemen's Beef Board and its licensors and third party providers and You are granted no right or license to use them.
- 6.2. To Third-Party Services. The Platform may provide You with the choice to access certain Services developed, provided, or maintained by other third-party service providers ("**Third Party Services**"). In addition to the terms of these Terms of Service, Your access to and use of any Third Party Services is also subject to any other agreement You may agree to before being given access to the Third Party Services (each, a "**Third Party Service Agreement**"). The terms of any Third Party Service Agreement (which may include payment of fees) will apply to the applicable Third Party Services provided under that Third Party Service Agreement in addition to the terms of these Terms of Service, but will not apply to any other Services You may access through the Platform. Except as set forth in these Terms of Service, the terms of any Third Party Service Agreement will control in the event of a conflict between the terms of these Terms of Service and that Third Party Service Agreement.
7. **TERMINATION**. These Terms of Service may be terminated by either party at any time, in that party's sole discretion, upon notice to the other party as permitted under these Terms of Service. Except as otherwise stated in these Terms and Conditions, upon termination or expiration of these Terms of Service for any reason: (1) all rights and subscriptions granted to You under these Terms of Service will terminate; and (2) You will immediately cease all use of and access to the Platform and all Content and Services (including, without limitation, all Content You obtained prior to termination). Sections titled Definitions, Termination, Suspension, Platform Technology, Ownership, Representations and Warranties, Indemnity, Limitation on Liability, Data Privacy, Feedback, Claims of Infringement, Disputes, Governing Law and Venue, Notices, Linked Sites, and Additional Terms will survive any expiration or termination of these Terms of Service.
8. **SUSPENSION**. Without limiting NCBA's right to terminate these Terms of Service, NCBA may also suspend Your access to the Platform or any Content or Services, with or without notice to You, upon any actual, threatened, or suspected breach of these Terms of Service or applicable law or upon any other conduct deemed by NCBA, in its sole discretion, to be inappropriate or detrimental to the Platform, Services, NCBA, or any other User or third party.
9. **PLATFORM TECHNOLOGY**. The Platform, Content, Services, and the databases, software, hardware, and other technology used by or on behalf of NCBA to operate the Platform, and



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the structure, organization, and underlying data, information and software code thereof (collectively, the "**Technology**"), constitute valuable trade secrets of NCBA. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in these Terms and Use; (2) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden, or impair the Technology; (3) use automated scripts to collect information from or otherwise interact with the Technology; (4) alter, modify, reproduce, or create derivative works of the Technology; (5) distribute, sell, resell, lend, loan, lease, license, sublicense, or transfer any of Your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance, or functionality of the Technology; or (9) interfere with the operation or hosting of the Technology.

**10. OWNERSHIP.** The Cattlemen's Beef Board and NCBA retain all right, title, and interest, including, without limitation, all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information, or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights ("**IPR**"), in and to the Technology and any additions, improvements, updates, and modifications thereto. You receive no ownership interest in or to the Technology and You are not granted any right or license to use the Technology itself, apart from Your ability to access the Platform, Content, and Services under these Terms of Service.

### **11. REPRESENTATIONS AND WARRANTIES.**

**11.1. Mutual.** Each party hereby represents and warrants to the other party that: (a) it has the legal right and authority to enter into these Terms of Service; (b) these Terms of Service forms a binding legal obligation on behalf of such party; and (c) it has the legal right and authority to perform its obligations under these Terms of Service and to grant the rights and licenses described in these Terms of Service.

**11.2. Compliance with Laws; Veterinarian Information.** You acknowledge that the Platform is a general purpose online service and is not specifically designed to facilitate compliance with any specific law. You represent and warrant to NCBA that Your use of and access to the Platform, including any Content or Services, will comply with all applicable laws, rules, or regulations ("**Laws**") and will not cause NCBA itself or any other third party to violate any applicable Laws. NCBA is not responsible for notifying You of any such Laws, enabling Your compliance with any such Laws, or for Your failure to comply. You agree that you will not use this Website to transmit any false, inaccurate, or misleading information; upload any viruses or malicious code; engage in behavior that is defamatory, obscene, indecent, threatening, or harassing; solicit login information, access protected data or intercept personal information belonging to someone else; or use this website or its content in connection with unsolicited commercial messages.

**11.3. No Warranties; Disclaimer.**

**11.3.1. THE PLATFORM, CONTENT, AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." NCBA DOES NOT WARRANT OR GUARANTEE THE ACCURACY,**



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COMPLETENESS, ADEQUACY, OR CURRENCY OF THE PLATFORM, CONTENT, OR THE PRODUCTS OR SERVICES ADVERTISED ON THE PLATFORM AND DOES NOT ENDORSE THE PRODUCTS, SERVICES, VIEWS OR OPINIONS THAT MAY BE EXPRESSED IN THE CONTENT OR OTHER DATA, INFORMATION OR THIRD PARTY CONTENT THAT MAY BE PROVIDED THROUGH THE PLATFORM.

**11.3.2.** THE CONTENT ON NCBA'S PLATFORM, WHICH MAY CONTAIN INFORMATION RELATING TO VARIOUS MEDICAL, HEALTH, AND FITNESS CONDITIONS OF ANIMALS AND THEIR TREATMENT, IS TO BE USED FOR EDUCATIONAL AND INFORMATIONAL PURPOSES AND IS NOT INTENDED TO BE USED AS VETERINARIAN ADVICE AND WE DO NOT RECOMMEND OR ENDORSE ANY SPECIFIC PRODUCTS, THERAPIES, TESTS, VETERINARIAN PROFESSIONALS OR OPINIONS. THE CONTENT PROVIDED BY NCBA IS NOT INTENDED TO CONSTITUTE VETERINARIAN ADVICE, DIAGNOSIS OR TREATMENT FOR YOUR LIVESTOCK OR PETS AND SHOULD NOT BE RELIED UPON AS A SUBSTITUTE TO THE CLINICAL ADVICE OR CARE MANAGEMENT BY A TREATING VETERINARIAN. NO VETERINARY-CLIENT-PATIENT RELATIONSHIP IS CREATED WHEN YOU USE THE SERVICES. ALWAYS RELAY ANY QUESTIONS YOU HAVE REGARDING YOUR PET OR LIVESTOCK'S MEDICAL CONDITION TO YOUR VETERINARIAN OR OTHER QUALIFIED VETERINARY PROVIDER. DO NOT USE THE PLATFORM AND CONTENT HEREUNDER IN LIEU OF SEEKING ADVICE FROM YOUR VETERINARIAN OR DELAY IN SEEKING YOUR VETERINARIAN'S ADVICE BECAUSE OF INFORMATION ON THE PLATFORM.

**11.3.3.** NCBA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE PLATFORM, CONTENT, SERVICES AND OTHER SUBJECT MATTER OF THESE TERMS OF SERVICE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NCBA, ITS EMPLOYEES, OR SERVICE PROVIDERS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION.

**12.** NCBA MAKES NO WARRANTY THAT (a) THE PLATFORM OR CONTENT WILL MEET YOUR REQUIREMENTS; (b) THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PLATFORM WILL BE ACCURATE OR RELIABLE; (d) THE QUALITY OF ANY CONTENT OR SERVICES OBTAINED BY YOU THROUGH THE PLATFORM WILL MEET YOUR EXPECTATIONS; OR (e) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. ANY CONTENT OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PLATFORM IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISIONS SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

**13. INDEMNITY.** You hereby agree to indemnify, defend, and hold harmless NCBA and its officers, directors, shareholders, affiliates, employees, agents, service providers, contractors, assigns, users, customers, providers, licensees, and successors in interest ("**Indemnified Parties**") from any and all claims, losses, liabilities, damages, fees, expenses, and costs



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(including attorneys' fees, court costs, damage awards, and settlement amounts) that result from any claim or allegation ("**Claim**") against any Indemnified Party arising in any manner from: (1) Your access to or use of the Platform, or any Content or Services; (2) Your collection and disclosure of any Content or Services, (3) Your violation of applicable Laws; and (4) Your breach of any representation, warranty, or other provision of these Terms of Service. NCBA will use reasonable efforts to provide You with notice of any such claim or allegation, and NCBA will have the right to participate in the defense of any such claim at its expense.

**14. LIMITATION ON LIABILITY.** NCBA WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN CONNECTION WITH OR OUT OF THE ACCESS TO OR USE OF THE PLATFORM, CONTENT, OR SERVICES, EVEN IF NCBA HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF YOUR CONTENT, OPPORTUNITY, REVENUES, PROFITS OR REPUTATION, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE CONTENT, GOODS OR SERVICES. NCBA'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THESE TERMS OF SERVICE AND ALL CONTENT AND SERVICES PROVIDED UNDER THESE TERMS OF SERVICE OR THROUGH THE PLATFORM, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED \$10. YOU AGREE THAT NCBA WOULD NOT ENTER INTO THESE TERMS OF SERVICE WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, NCBA'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**15. DATA PRIVACY.** You expressly consent to the use and disclosure of Your personally identifiable information and other data and information as described in NCBA's Privacy Policy. Notwithstanding anything in the Privacy Policy, NCBA will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from Your access to and use of the Platform, Services, or Content. To the extent any such non-personally identifiable data or information is collected or generated by NCBA, the data and information will be solely owned by NCBA and may be used by NCBA for any lawful business purpose without a duty of accounting to You, provided that the data and information is used only in an aggregated form, without directly identifying You or any other entity or natural person as the source thereof.

**16. FEEDBACK.** If You provide NCBA any feedback or suggestions regarding the Platform, Content, or Services ("**Feedback**"), You hereby assign to NCBA all rights in the Feedback and agree that NCBA shall have the right to use such Feedback and related information in any manner it deems appropriate without a duty of accounting to You. NCBA will treat any Feedback You provide to NCBA as non-confidential and non-proprietary. You agree that You will not submit to NCBA any information or ideas that You consider to be confidential or proprietary.

**17. CLAIMS OF INFRINGEMENT.** NCBA respects Your copyrights and other intellectual property rights and those of other third parties. If You believe in good faith that Your copyrighted work has been reproduced on the Platform without Your authorization in a way



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that constitutes copyright infringement, You may notify our designated copyright agent by mail to:

NCBA  
Attention: NCBA Copyright Agent  
9110 East Nichols Ave.,  
Suite 300  
Centennial, CO 80112  
303-850-3473  
bqa@beeflearningcenter.org

Please provide the following information to the NCBA Copyright Agent: (1) the identity of the allegedly infringing work; (2) Your name, address, daytime phone number, and email address, if available; (3) a statement that You have a good-faith belief that the use of the copyrighted work is not authorized by the owner, his or her agent, or the law; (4) a statement that the information in the notification is accurate and, under penalty of perjury, that You are authorized to act on behalf of the owner; and (5) Your electronic or physical signature. NCBA will take whatever action, in its sole discretion, it deems appropriate, including the removal of the allegedly infringing work from the Platform.

**18. DISPUTES.** Except as otherwise provided below, the parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to these Terms of Service, including the formation, validity, binding effect, interpretation, performance, breach or termination, of these Terms of Service and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to these Terms of Service (each, a "**Dispute**"), in accordance with the procedures set forth in this Section. If any Dispute cannot be resolved through negotiations between the parties within five days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration under the arbitration of the American Arbitration Association ("**AAA**") then in effect (the "**Rules**"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the "**Initial Period**") after either party to these Terms of Service delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by NCBA in the State of Colorado, U.S.A. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or pled to the arbitrator. The award of the arbitrators will require payment of the costs, fees, and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees, or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

**19. GOVERNING LAW AND VENUE.** The interpretation of the rights and obligations of the parties under these Terms of Service, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Colorado, U.S.A., as such laws apply to contracts between residents of Colorado without regard to conflict of laws provisions thereof. Subject to Section 16 (Disputes), each party will bring any action or proceeding arising from or relating to these



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Terms of Service exclusively in a federal or state court in the State of Colorado, U.S.A., and You irrevocably submit to the personal jurisdiction and venue of any such courts in any such action or proceeding brought in such courts by NCBA.

- 20. NOTICES.** Unless otherwise specified in these Terms of Service, any notices required or allowed under these Terms of Service will be provided to NCBA by postal mail to the address for NCBA listed on the Platform. NCBA may provide You with any notices required or allowed under these Terms of Service by sending You an email to any email address You provide to NCBA, provided that in the case of any notice applicable both to You and other Users of the Platform, NCBA may instead provide such notice by posting on the Platform. Notices provided to NCBA will be deemed given when actually received by NCBA. Notice provided to You will be deemed given 24 hours after posting to the Platform or sending via e-mail, unless (as to e-mail) the sending party is notified that the e-mail address is invalid.
- 21. LINKED SITES.** The Platform, Content, or Services may contain links to third-party sites or content that are not under the control of NCBA. If You access a third-party site or content from the Platform or Services, then You do so at Your own risk and NCBA is not responsible for any content on any linked site. You may establish a link to the Website, provided that the link does not state or imply any sponsorship or endorsement of Your site by NCBA or any group or individual affiliated with NCBA. You may not use on Your site any Content or marks appearing on the Website or Platform in establishing the link. You may not frame or otherwise incorporate into another site the content or other materials on the Platform without prior written consent.
- 22. ADDITIONAL TERMS.** Unless otherwise amended, these Terms of Service will exclusively govern Your access to and use of the Platform, Content, and Services, and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Your access to and use of the Platform, Content, and Services. Except as expressly set forth in these Terms of Service, these Terms of Service may be amended or modified only by a writing signed by both parties. All waivers by NCBA under these Terms of Service must be in writing or later acknowledged by NCBA in writing. Any waiver or failure by NCBA to enforce any provision of these Terms of Service on one occasion will not be deemed a waiver by NCBA of any other provision or of such provision on any other occasion. If any provision of these Terms of Service is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. The prevailing party in any lawsuit or proceeding arising from or related to these Terms of Service will be entitled to receive its costs, expert witness fees and reasonable attorneys' fees, including costs and fees on appeal. You agree that each of NCBA's service providers and the Cattlemen's Beef Board shall be considered a third party beneficiary of the above provisions, with all rights to enforce such provisions as if a service provider were a party to these Terms of Service. Neither these Terms of Service nor any rights or obligations of You hereunder may be assigned or transferred by You (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of NCBA. Any assignment in violation of the foregoing will be null and void. NCBA may assign these Terms of Service to any party that assumes NCBA's obligations hereunder. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers, and





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neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Any reference herein to "including" will mean "including, without limitation."

