

Terms and Conditions of Use

1. Your Acceptance of FRAC's Policies

Thank you for visiting <http://frac.org/> (the "Website"), a website of Food Research & Action Center ("FRAC"). By using and/or visiting the Website, you agree to both these Terms and Conditions of Use and [FRAC's Privacy Policy](#) (pdf). You understand that FRAC has the right to update these policies from time to time upon posting revised policies on the Website. By continuing to use the Website, you agree to the policies as amended. If you do not agree to any of these terms, please do not use the Website.

2. Links to Third Party Websites

The Website may include links from the Website to third party websites. FRAC has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, FRAC will not and cannot censor or edit the content of any third party website. By using the Website, you expressly relieve FRAC from any and all liability arising from your use of the Website, as well as any third party website.

3. Website Access

FRAC hereby grants you permission to use the Website as set forth in these Terms and Conditions of Use, provided that you use the Website solely for noncommercial use. FRAC hereby grants you permission to make one copy of any part of the Website in any medium to use for noncommercial use, provided that you retain FRAC's marks and copyright notices on your copy. You must obtain FRAC's prior consent to use any of the content on the Website for any other purposes. In addition, your use of the Website is conditioned upon your complete compliance with these Terms and Conditions of Use.

4. Restrictions on Use

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Website in a manner that sends more request messages to FRAC's servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, FRAC grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials. FRAC reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes. You agree not to solicit any users of the Website for any commercial purposes.

5. Intellectual Property Rights

The content on the Website, including, without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to FRAC, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Content on the Website is provided to you AS IS for your information and noncommercial use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever other than as authorized herein without the prior written consent of the respective owners. FRAC reserves all rights not expressly granted in and to the Website and the Content. You agree not to engage in the use, copying, or distribution of any of the Content other than as expressly permitted herein. If you download or print a copy of the Content for noncommercial use, you must retain all copyright and other proprietary notices contained therein. You acknowledge that you do not acquire any ownership rights by downloading or printing copyrighted Content. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein.

6. User Submissions

If you choose to submit content to FRAC through the Website, you hereby grant FRAC an irrevocable, perpetual license to reproduce, distribute, publicly display and otherwise use your submissions, in whole or in part, as FRAC sees fit. By providing your submission to FRAC, you hereby represent and warrant that nothing in your submission shall infringe any third party's intellectual property rights, invade any third party's right of privacy or publicity, constitute defamation or otherwise violate any laws.

7. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, FRAC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. FRAC MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS WEBSITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE

WEBSITE. FRAC DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND FRAC WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

8. Limitation of Liability

IN NO EVENT SHALL FRAC, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, THAT MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT FRAC SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

9. Indemnity

You agree to defend, indemnify and hold harmless FRAC, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the Website; (ii) your violation of any term of these Terms and Conditions of Use; (iii) your violation of any third party right or any law, including without limitation any copyright, property, or privacy right; or (iv) any claim that content you submit for posting on the Website violates any third party right or any law. This defense and indemnification obligation will survive these Terms and Conditions of Use and your use of the Website.

10. Ability to Accept Terms and Conditions of Use

You affirm that you have reached the age of majority in your jurisdiction or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms and Conditions of Use, and to abide by and comply with these Terms and Conditions of Use. In any case, you affirm that you are at least 13 years of age, as the Website is not intended for children under 13.

11. Assignment

These Terms and Conditions of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by FRAC without restriction.

12. General

These Terms and Conditions of Use shall be governed by the internal substantive laws of the District of Columbia, without respect to its conflict of laws principles. Any claim or dispute between you and FRAC that arises in whole or in part from the Website shall be decided exclusively by a court of competent jurisdiction located in the State of Illinois. These Terms and Conditions of Use, together with the Privacy Policy and any other legal notices published by FRAC on the Website, shall constitute the entire agreement between you and FRAC concerning the Website. If any provision of these Terms and Conditions of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions of Use, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions of Use shall be deemed a further or continuing waiver of such term or any other term, and FRAC's failure to assert any right or provision under these Terms and Conditions of Use shall not constitute a waiver of such right or provision. **YOU AND FRAC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

Copyright Agent:

Barbara Western
Director of Human Resources and Operations
Food Research and Action Center
1200 18th Street, NW, Ste. 400
Washington, DC 20036
202-986-2200
legal@frac.org