FS SYSTEM TERMS OF USE
Last Updated: February 2022

1. Your Acceptance

Welcome to the website of FS System (referred to in this Terms of Use as "**COMPANY**," "**we**," or "**our**"). These Terms of Use ("**TOU**") apply to Your visits to the www.fssystem.com website and Your access to any associated content including email feeds, feeds through apps, or Content (as defined below) provided by FS System (collectively the "**Website**"), but do not include other websites which are linked to/from the Website.

By using and/or visiting the Website, the person or entity using the Website ("**You**") signify (a) that You have read and understood these TOU (which include the FS System Privacy Policy https://www.fssystem.com/Privacy-Policy; and (b) that these TOU have the same force and effect as a signed agreement. The Website is provided by FS System, a company registered in Illinois, with a principal place of business at 1701 Towanda Avenue, Bloomington, IL 61701.

If You are accepting this agreement on behalf of Your employer, You affirm that You have the authority to accept this agreement on its behalf. You affirm that You are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, warranties, and indemnification set forth in these TOU, and to abide by and comply with these TOU. In addition, You affirm that You have not been previously suspended or removed from the Website.

ATTENTION: PLEASE READ THESE TOU AND OUR PRIVACY POLICY https://www.fssystem.com/Privacy-Policy, CAREFULLY BEFORE USING THE WEBSITE. ACCESSING ANY PART OF THE WEBSITE INDICATES THAT YOU ACCEPT AND AGREE TO BE BOUND BY THESE TOU AND RELATED POLICIES IN FULL. IF YOU DO NOT ACCEPT THE TOU AND RELATED POLICIES, DO NOT USE, ACCESS, OR DOWNLOAD MATERIALS FROM THE WEBSITE AND LEAVE THE WEBSITE IMMEDIATELY.

We reserve the right to modify or discontinue the Website (or any portion of the Website), temporarily or permanently, with or without notice to You, and are not obligated to support or update the Website. YOU AGREE THAT FS System SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY IN THE EVENT THAT WE EXERCISE OUR RIGHT TO MODIFY OR DISCONTINUE THE WEBSITE (OR ANY PORTION OF THE WEBSITE). Unless explicitly stated otherwise, any new features that augment or enhance the current Website shall be subject to these TOU.

BY USING THE WEBSITE, YOU AGREE TO BE BOUND BY THE MOST RECENT VERSION OF THE TOU. We may change these TOU at any time. Please review the TOU each time You visit the Website. If we have Your email address, we will notify You of material changes to the TOU via email. If we do not have Your email address, we will update this page to reflect any changes to the TOU.

These TOU include a disclaimer of warranties, a disclaimer of liability, a class action waiver, as well as a release and indemnification by You, in Sections 1, 3, 4, 9, 14-17, and 21. Please review those sections (and all other terms) carefully.

2. Privacy Policy

Our Privacy Policy describes the information FS System collects when You and others use the Website. It also describes how FS System uses and shares any personal information You share with it. The Privacy Policy is part of these TOU. By agreeing to these TOU, You are also consenting to our collection, use, and sharing of Your personal information in accordance with our Privacy Policy. Please click here to review our Privacy Policy: https://www.fssystem.com/Privacy-Policy.

3. Links to and from the Website

The Website may contain links to third-party websites and online services (such as social media sites) that are not owned or controlled by FS System. FS System has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or online services, and You access and use these websites or online services solely at Your own risk. These links are provided for Your reference and convenience only, and do not necessarily imply any endorsement, sponsorship, or recommendation of the material on these third-party websites or online services or any association with their operators. In addition, FS System will not and cannot control or edit the content of any third-party website or online service. BY USING THE WEBSITE, YOU EXPRESSLY RELEASE FS System, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, LICENSORS, LICENSEES, AND SUPPLIERS (COLLECTIVELY "**THE FS System PARTIES**") FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRD-PARTY WEBSITE OR ONLINE SERVICES AND FROM ANY LOSS OR DAMAGE OF ANY SORT YOU MAY INCUR FROM DEALING WITH ANY THIRD PARTY. Accordingly, we encourage You to be aware when You leave the Website and to read the terms and conditions of use for each other website or online service that You visit.

The Website includes Google Maps features and content. Use of Google Maps features and content is subject to the current versions of the: (1) Google Maps/Google Earth Additional Terms of Website, available at https://maps.google.com/help/terms_maps.html, and (2) Google Privacy Policy, available at: https://www.google.com/policies/privacy/.

Except as You have otherwise agreed with FS System in writing, You may link to the Website from Your website, subject to the following: (1) You may not frame the Website or any portion of the Website; (2) You will not override or hinder the functionality of an end-user's web browser's "back" function; (3) the link must be identified using a plain text rendering of the FS System name and not any FS System logo; (4) You may not use any FS System logo in any way; (5) You may not use the link in any way that suggests that FS System is associated with or endorses You or Your website; (6) the link may not appear on any website that a reasonable person may consider obscene, defamatory, harassing, offensive, or malicious, and may not be presented in any way that disparages FS System or damages its rights, reputation, or goodwill; and (7) we may terminate Your right to link to the Website at any time for any reason or no reason.

4. User Submissions

You may submit feedback, notes, messages, ideas, concepts, know-how, techniques, or other communications You transmit, upload, or post to the Website ("**User Submissions**") on the Website. By submitting any such materials to the Website, You represent and warrant that You will not submit or post material that is copyrighted, protected by trade secret, or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless You are the owner of such rights or have permission from their rightful owner to submit or post the material and to grant FS System all of the

license rights granted herein. In addition, You agree to pay for all royalties, fees, and other payments owed to any party by reason of Your posting or submitting User Submissions. FS SYSTEM DOES NOT ENDORSE ANY USER SUBMISSION OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED THEREIN, AND FS System EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH USER SUBMISSIONS.

On FS System social media sites, You further represent and warrant that You have the permission of any individuals depicted in photographs, videos, or recordings that You submit to the Website to use their likeness and/or voice, as well as all other legal rights necessary to grant the license below to FS System.

If You submit any User Submissions to the Website, You hereby grant a non-exclusive, royalty-free, worldwide, transferable, perpetual right and license to FS System, its affiliates, and its successors and assigns to use, reproduce, distribute, display, transmit, publish, modify, edit, and/or create derivative works from the User Submissions in any format, including, without limitation, coding or watermarking such User Submissions, provided in any medium, forum, or format, for any purpose of FS System or its affiliates in their sole discretion.

You also agree that immediately upon the creation by or on behalf of FS System, its affiliates, successors, or assigns, of any derivative works from, modifications, edits, or other changes to the User Submissions (the "**Modified Content**"), the Modified Content will become the sole and exclusive property of FS System and that we will own the entire right, title, and interest in and to the Modified Content, including the right to secure copyright registration for the Modified Content and to otherwise use the Modified Content for any purpose as determined by FS System in its sole discretion. You hereby grant, assign, transfer, and convey any and all right, title, or interest You have or may be deemed to have in and to the Modified Content to FS System.

FS System welcomes Your comments and suggestions. However, except for any personal information we may collect from You pursuant to our Privacy Policy, User Submissions will be considered non-confidential and non-proprietary. You understand that whether or not such User Submissions are published or posted, FS System (1) does not guarantee any confidentiality with respect to any User Submissions (except as described in our Privacy Policy), (2) does not pay any compensation for User Submissions, and (3) is under no obligation to respond to or post any User Submissions.

FS System will not necessarily monitor User Submissions. However, FS System reserves the right to monitor, alter, edit, or remove Content (including User Submissions) and block users without prior notice and for any reason. FS System also reserves sole discretion to decide whether any Content (including a User Submission) is appropriate and complies with these Terms of Use.

You understand that when using the Website, You may be exposed to User Submissions from a variety of sources, and that FS System is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions. You further understand and acknowledge that You may be exposed to User Submissions that are inaccurate, offensive, indecent, or objectionable, and YOU AGREE TO WAIVE, AND HEREBY DO WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OR REMEDIES YOU HAVE OR MAY HAVE AGAINST THE FS System PARTIES WITH RESPECT TO USER SUBMISSIONS, AND AGREE TO INDEMNIFY AND HOLD THE FS System PARTIES HARMLESS TO THE FULLEST EXTENT ALLOWED BY LAW REGARDING ALL MATTERS RELATED TO YOUR USE OF THE WEBSITE.

5. Users Who Violate Terms of Use

FS System may, at its sole discretion, disable access or partially disable access to the Website for any users who violate these TOU, including, but not limited to, the accounts of (1) users who submit User Submissions that infringe copyrights, trademarks, rights of publicity, or other intellectual property rights, especially if they do so repeatedly, (2) users who provide false or inaccurate information; (3) users who breach these TOU including any warranties; and (5) users who misuse or challenge FS System rights in the Content.

6. Restrictions on Use of Website

In Your use of the Website, You will not:

- use the Website for any purpose other than for using the features we intentionally make available to You;
- upload, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or other form of solicitation;
- post any information that FS System, in its sole discretion, determines is confidential (including social security or alternate national identity numbers, sensitive personal information, non-public phone numbers, or non-public email addresses), false, misleading, unlawful, infringing, threatening, abusive, harassing, libelous, defamatory, discriminatory, obscene, offensive, inflammatory, scandalous, pornographic, or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law;
- upload, download, post, email, or otherwise transmit any material that may infringe copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any party;
- copy, download, or distribute any part of the Website in any form or medium without the prior written authorization of FS System;
- alter, modify, or make derivative works from any part of the Website without the prior written authorization of FS System;
- resell or attempt to license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party, all or any part of the rights granted to You under these TOU, the Website or any Content, in whole or in part;
- modify, copy, distribute, download, scrape or transmit in any form or by any means any Content from the Website;
- provide false personal information or personal information belonging to anyone other than Yourself without permission;

- use web crawlers, web robots, web scutters, ants, automatic indexers, bots, worms, and other such devices in connection with the Website; provided, however, that general purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Website are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent;

- use the Website in any manner that could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website;

- obtain or attempt to obtain any content through any means not intentionally made available or provided for through the Website;

- impersonate or misrepresent any person or entity or Your affiliation with someone else;

- remove, modify, disable, block, obscure, or otherwise impair any advertising in connection with the Website; or

- post or transmit any worms, viruses, Trojans, or other harmful, disruptive, or destructive files, code, or programs to the Website.

FS System will fully cooperate with any law enforcement authorities or court order requesting or directing FS System to disclose the identity of anyone violating these TOU.

FS System believes in children's online safety and does not wish to receive information regarding children under 18 years old. Therefore, You may not submit any personally-identifiable information of a child under 18 years old or information sufficient to locate such a child on or through the Website. If You are under 18 years of age, then please do not attempt to submit any information to or use the Website.

7. Intellectual Property

Everything You see, hear, or otherwise experience on the Website, including, but not limited to, the graphics, videos, audio recordings, text, software, photographs, scripts, software screens, design elements, artwork, templates, layout designs, interactive features and the like, the concepts and ideas underlying the Website, and all statistical, analytical, and other data captured by or through the Website (collectively, "**Content**"), and the trademarks, service marks, and logos contained therein ("**Marks**"), are owned by or licensed to FS System, subject to copyright and other intellectual property rights under United States and international laws and conventions. FS System owns the copyright in the selection, coordination, arrangement, and enhancement of the Content. Any unauthorized use of any materials on the Website or use of the Marks may violate copyright, trademark, and other laws. **FS System,** the **FS System logo, FS,** the **FS Logo,** and other trademarks shown on the Website are trademarks of FS System.

For Your personal use, You may view, copy, and print pages from the Website. Otherwise, the Website may not be copied, downloaded, modified, reproduced, distributed, published, performed, streamed, transmitted, broadcasted, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. FS System reserves all rights not expressly granted in and to the Website, the Content, and the Marks. You agree not to use, copy, download, or distribute any of the Content other than as expressly permitted herein. You may not

incorporate the Content into or stream or transmit the Content via any hardware or software application, or make it available via frames or in-line links, unless expressly permitted by FS System in writing. You may not create, recreate, advertise, or distribute an index of a significant portion of the Content unless authorized in writing by us. You may not build a business using the Content, whether or not for profit. If You copy or print pages of the Content for personal use, You must retain all copyright and other proprietary notices contained therein. 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, nor may You scrape or use any extraction methods to obtain any Content or data from the Website.

You shall not, and shall not permit others to, license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party all or any part of the rights granted to You under these TOU, the Website, or any content or materials accessible through the Website, in whole or part.

8. Employment Applications

Please review our Privacy Policy https://www.fssystem.com/Privacy-Policy for information on Your privacy in connection with submitting a resume or application through the Website. In connection with Your use of the Careers Page and Your submission of a resume or application through it:

(a) submitting a resume via the Website will not result in Your applying for any positions. You need to submit a separate and complete application for each specific position for which You would like to apply;

(b) applying for a position via the Website does not create a promise or contract for employment or the provision of any employment benefit. If You are hired for a position at FS System, Your employment will be at will;

(c) if You are unable to use our online application system due to a disability, please contact (309) 557-6000 or ContactUs@growmark.com; and

(d) FS System is an Equal Opportunity/Affirmative Action Employer M/F/D/V—all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, national origin, sexual orientation, disability, age, marital status, familial status, status with regard to public assistance, military or veteran status, or any other status protected by applicable law.

9. Advertisement Release

FS System takes no responsibility for advertisements or any third-party material posted on or transmitted through the Website, nor does it take any responsibility for the products or services provided by other service providers with Content on the Website ("**Advertisers**"). Any dealings You have with Advertisers found while using the Website are between You and the Advertiser, and You agree that FS System is not liable for any loss or claim that You may have against an Advertiser.

YOU AGREE THAT YOU BEAR ALL RISK AND YOU AGREE TO RELEASE THE FS System PARTIES FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE,

KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, NOW AND IN THE FUTURE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE AND YOUR TRANSACTIONS WITH ADVERTISERS OR OTHER THIRD PARTIES. YOU FURTHER WAIVE ANY AND ALL RIGHTS AND BENEFITS OTHERWISE CONFERRED BY ANY STATUTORY OR NON-STATUTORY LAW OF ANY JURISDICTION THAT WOULD PURPORT TO LIMIT THE SCOPE OF A RELEASE OR WAIVER. YOU WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS WHICH YOU HAVE OR MAY HAVE UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA OR ANY SIMILAR PROVISION OF THE STATUTORY OR NON-STATUTORY LAW OF ANY OTHER JURISDICTION (INCLUDING, WITHOUT LIMITATION, THE STATES OF MISSOURI, DELAWARE, AND PENNSYLVANIA) TO THE FULL EXTENT THAT YOU MAY LAWFULLY WAIVE ALL SUCH RIGHTS AND BENEFITS.

10. Sales of Products via Website.

(a) **No Offers**. Statements made on the Website concerning our products or services do not constitute an offer, but are merely solicitations of an offer, where appropriate. References to and information concerning products and services on this Website are not complete and must be read in conjunction with the specific information accompanying such products, as the same may change from time to time.

(b) **Terms of sale**. All products and services sold by us via this Website are sold in accordance with any terms of sale separately provided by you as otherwise specified in the Content related to such sales.

11. Notice and Procedure for Making Claims of Intellectual Property Infringement

If You are an intellectual property owner or an agent thereof and believe that either (1) any Content or User Submissions on the Website or (2) any material or activity contained on an online location to which FS System has referred or linked users, infringes upon Your intellectual property rights, You may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**") by providing our Copyright Agent with the following information in writing (see 17 U.S.C. 512(c)(3) and 512(d) for further detail):

a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Website are covered by a single notification, a representative list of such works on the Website;

c) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material (or in the case of referrals or links that are claimed to lead to infringing material or activity, identification of the reference or link that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate that reference or link);

d) information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an email address;

e) a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

f) 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 of an exclusive right that is allegedly infringed.

Notification pursuant to the DMCA should be submitted to:

FS System
1701 Towanda Avenue
Bloomington, IL 61701
Phone: (309) 557-6000
Email: ContactUs@growmark.com

You acknowledge that if You fail to comply with all of the requirements of this section, Your DMCA notice may not be valid. Emails or notices sent to FS System without a proper subject line, or for purposes other than communication about intellectual property claims, may not be acknowledged or responded to.

12. Trademarks and Celebrity Material

a) FS System responds to complaints that Content infringes trademarks or celebrity material. Trademarks include logos, brand names, and trade dress, which is the distinctive visual appearance of a product or its packaging.

b) Please be aware that celebrities, and sometimes others, may have a "right of publicity," which means that they may have a right to control commercial uses of their name, image, likeness, and other aspects of their identity. Although You may be a fan, You risk infringing celebrity rights if You use a celebrity name or likeness on the Website and You do not have the celebrity's permission.

c) If You are a trademark owner or a celebrity and You believe Your rights have been infringed on the Website, please submit a notification of infringement to our agent listed in Section 10 above.

d) To submit a notification, You *must* be the trademark owner or celebrity or an authorized agent of the trademark owner or celebrity.

e) When submitting a notification of trademark or trade dress infringement, provide a copy of the relevant trademark or trade dress registration(s) from the U.S. Patent and Trademark Office. Please also provide the location on the Website where You believe the infringement is occurring.

13. Warranties

You warrant and represent to FS System as set out below:

(a) The information You provide in any registration screen, profile, email, telephone call, or through other means, including all personal details, contact details, and all other data provided, is true in all respects, up-to-date, and not misleading.

(b) You will keep the information referred to in paragraph (a) up to date.

(c) You will not access the Website under false identity or pretext and will not use it to falsify Your or any other person's identity.

(d) You will use the Website lawfully and in good faith.

14. Disclaimers

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. FS System HAS ATTEMPTED TO MAKE THE WEBSITE AND THE CONTENT AS TIMELY AND ACCURATE AS POSSIBLE, BUT BECAUSE ERRORS MAY OCCUR, THE WEBSITE AND CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE FS System PARTIES GIVE NO WARRANTY AND MAKE NO REPRESENTATION IN RELATION TO THE WEBSITE OR THE CONTENT. THE FS System PARTIES EXPRESSLY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW AND YOU WAIVE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, STATUTORY, THAT MAY BE IMPLIED BY THESE TOU, BY CUSTOM, OR BY LAW OR OTHERWISE AND WHICH IS NOT EXPRESSLY SET OUT HEREIN, INCLUDING ANY IMPLIED WARRANTIES OF AVAILABILITY OF THE WEBSITE, NON-DISRUPTION, SECURITY, ACCURACY, THE USE OF REASONABLE CARE AND SKILL, QUALITY, MERCHANTABILITY, TITLE OR ENTITLEMENT, FITNESS FOR A PARTICULAR PURPOSE, ABILITY TO ACHIEVE A PARTICULAR RESULT OR FUNCTIONALITY AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE ON THE PART OF THE FS System PARTIES, RELATING TO THE WEBSITE, THE CONTENT, USER SUBMISSIONS, ANY SOFTWARE LICENSED OR PROVIDED TO YOU BY THE FS System PARTIES, AND ANY AGREEMENT WITH A THIRD PARTY.

WITHOUT LIMITING THE FOREGOING, THE FS System PARTIES DO NOT REPRESENT OR WARRANT THAT THE INFORMATION ON THE WEBSITE OR ON ANY WEBSITES OR APPS LINKED TO THE WEBSITE IS ACCURATE, COMPLETE, OR CURRENT; THAT THE WEBSITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR; THAT THE QUALITY, SAFETY, OR LEGALITY OF ANY CONTENT, PRODUCTS, SERVICE, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE OR AGREEMENTS YOU ENTER WITH THIRD PARTIES, SUCH AS ADVERTISERS, WILL MEET YOUR EXPECTATIONS; THAT THE WEBSITE WILL OPERATE IN COMBINATION WITH OTHER HARDWARE, SOFTWARE, SYSTEMS, OR DATA NOT PROVIDED BY FS System; OR THAT WEBSITE ERRORS WILL BE CORRECTED. THE FS System PARTIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DATA LOSS OR CORRUPTION), RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE, (3) UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION, CONTENT, AND/OR INFORMATION STORED THEREIN, (4) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, (5) BUGS, VIRUSES, TROJAN HORSES, DESTRUCTIVE COMPUTER CODES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (6) 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.

15. Indemnity

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE FS System PARTIES FROM AND AGAINST ANY CLAIM, LOSS, OBLIGATION, DEMAND, DAMAGE, COST, LIABILITY, EXPENSE, AND ATTORNEY'S FEES ARISING TO ANY OF THE FS System PARTIES AS A RESULT OF ANY CLAIM, DEMAND, OR PROCEEDINGS BROUGHT OR THREATENED AGAINST THE FS System PARTIES IN CONNECTION WITH (1) YOUR USE OF, ACCESS TO, OR MISUSE OF THE WEBSITE; (2) YOUR BREACH OF ANY OF THESE TOU; (3) YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING, WITHOUT LIMITATION, ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT; (4) ANY CLAIM THAT ANY OF YOUR USER SUBMISSIONS CAUSED DAMAGE TO AN INDEMNIFIED PARTY OR A THIRD PARTY; (5) ANY TRANSACTION YOU CONDUCT AS A RESULT OF THE CONTACT FACILITATED BY THE WEBSITE; OR (6) ANY ACTIVITY USING YOUR EMAIL ADDRESS BY YOU OR ANY OTHER PERSON ACCESSING THE WEBSITE USING YOUR EMAIL ADDRESS.

IF THE FS System PARTIES TAKE ANY LEGAL ACTION AGAINST YOU AS A RESULT OF YOUR VIOLATION OF THESE TOU, THE FS System PARTIES WILL BE ENTITLED TO RECOVER FROM YOU, AND YOU AGREE TO PAY, ALL REASONABLE ATTORNEY'S FEES AND COSTS OF SUCH ACTION, IN ADDITION TO ANY OTHER RELIEF GRANTED TO FS System.

16. Limitations on Liability

IN NO EVENT SHALL THE FS System PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM THE WEBSITE OR THIRD-PARTY PRODUCTS OR SERVICES, UNDER THESE TOU OR IN CONNECTION WITH THEIR PERFORMANCE OR BREACH, OR IN CONNECTION WITH ANY WARRANTIES HEREUNDER, OR IN CONNECTION WITH THE WEBSITE, INCLUDING FOR THEIR NEGLIGENCE, INCLUDING ANY LOSS OF PROFITS OR SAVINGS OR ANTICIPATED PROFITS OR SAVINGS, DATA, OPPORTUNITY, REPUTATION, GOODWILL, OR BUSINESS, EVEN IF THE FS System PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

THE FS System PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY, OR LOSS THAT YOU MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM: (1) ANY SUSPENSION OR DISRUPTION OF THE WEBSITE, INCLUDING WHERE SUCH SUSPENSION OR DISRUPTION RESULTS FROM FS System NEGLIGENCE; (2) ANY ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (3) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE WEBSITE; (4) UNAUTHORIZED ACCESS TO OR USE OF THE FS System PARTIES' SERVERS AND/OR ANY AND ALL INFORMATION STORED THEREIN; (5) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE; (6) INADEQUATE OR FAULTY HARDWARE OPERATING THE WEBSITE; (7) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY; (8) USER SUBMISSIONS, CONTENT, OR THIRD-PARTY WEBSITES OR APPS; (9) DISCLOSURE OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF YOUR INFORMATION; (10) ERRORS OR OMISSIONS IN ANY CONTENT; OR (11) ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT, WHEREIN SUCH CONTENT OR ADVERTISEMENT IS 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 FS System PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

THE FS System PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITY, OR LOSS THAT YOU OR ANY OTHER PERSON MAY INCUR, OR FOR ANY OTHER UNDESIRABLE CONSEQUENCES, RESULTING FROM YOUR BREACH OF YOUR WARRANTIES OR OTHER OBLIGATIONS UNDER THESE TOU INCLUDING, WITHOUT LIMITATION, THE OBLIGATION TO AVOID SHARING YOUR EMAIL ACCOUNT INFORMATION WITH ANY OTHER PERSON.

THE FS System PARTIES' MAXIMUM AGGREGATE LIABILITY FOR ANY SINGLE EVENT (OR A SERIES OF RELATED EVENTS) GIVING RISE TO A CLAIM IN CONNECTION WITH THESE TOU OR IN RELATION TO THE WEBSITE, EITHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, MISREPRESENTATION, OR NEGLIGENCE, WILL BE LIMITED TO $50 USD.

BY ACCESSING THE WEBSITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND, IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Any claims relating to use of the Website must be bought within one (1) year from the date the cause of action arose. Claims brought after such period are VOID. The Website is controlled and offered by FS System from its facilities in the United States of America. Those who access or use the Website do so at their own volition and are responsible for compliance with local and all other applicable laws, restrictions, and regulations.

17. Effect of Termination, Cancellation, or Expiration

Upon termination or cancellation of the TOU or the Website, You shall immediately discontinue all access to and use of the Website. FS System SHALL NOT BE LIABLE FOR ANY DAMAGES, OR LOSS OF REPORTS OR DATA, AS A RESULT OF THE TERMINATION OR CANCELLATION OF THESE TOU OR THE WEBSITE.

18. Equitable Relief

If You violate these TOU, we may seek injunctive relief or other equitable relief.

19. Subpoena Fees

If FS System has to provide information in response to a subpoena related to Your use of the Website, then we may charge You for our costs. These costs may include attorney and employee time spent retrieving records, preparing documents, and participating in a deposition.

20. Assignment

These TOU, and any rights and licenses granted hereunder, may be transferred or assigned by You only with FS System prior written consent, but may be assigned by FS System without restriction and without notice to You.

21. Class Action Waiver

ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE WEBSITE SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER.

22. General

These TOU constitute the entire agreement between the parties and supersede all other agreements, statements, and other arrangements between the parties in relation to the subject matter hereof. If any provision of these TOU is held by a court or other tribunal of competent jurisdiction, to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these TOU, so that these TOU shall remain in full force and effect. Each party acknowledges that it has not relied on or been induced to enter these TOU by a representation other than those expressly set out in these TOU. FS System and You do not intend to confer, and these TOU will not be construed as conferring, any right, remedy, obligation, or liability of any kind on any person other than FS System, You, and each party's successors and assigns. No modification, alteration, or waiver of any of the provisions of these TOU will be effective unless in writing and signed on behalf of each of the parties. No waiver of any of these TOU shall be deemed a further or continuing waiver of such term or any other term, and FS System failure to assert any right or provision under these TOU shall not constitute a waiver of such right or provision. You agree that the Website shall be deemed solely based in Illinois, United States of America and the Website shall be deemed a passive Website that does not give rise to personal jurisdiction over FS System in jurisdictions other than Illinois. These TOU are governed by United States and Illinois law, without regard to conflict of law provisions, and the parties submit to the exclusive jurisdiction of the state and federal courts located in McLean County, Illinois, in relation to any dispute between them arising out of the subject matter of these TOU.