Introduction

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The Site is available only to individuals and entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Site and the services offered by the Site are not available to minors. By accessing, using, viewing, transmitting, caching, storing and/or otherwise utilizing the Site, YOU HAVE AGREED TO, AND ARE LEGALLY BOUND BY, THE TERMS. IF YOU DO NOT AGREE TO THE TERMS, CEASE USING THE SITE IMMEDIATELY.

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In the event you gain access to information or material not intended to be accessed by you, you agree that you will immediately notify us and destroy all copies of such information in your possession and not forward such information to any third parties. For this notice, you may contact us as described.

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Without limiting the foregoing, if you cause a technical disruption of the Site or the systems transmitting the Site to you or others, you agree to be responsible for any and all losses, liabilities, expenses, damages, and costs, including reasonable attorneys' fees and court costs, arising, or resulting from that disruption. In the event that any Claim is made or any action or proceeding is brought against the Indemnified Parties, or any of them, arising out of or connected with the Terms, any such Indemnified Party may, by reasonable notice to you, require you, at your expense, to resist such Claim or take over the defense of any such action or proceeding and employ counsel for such purpose, such counsel to be subject to the prior written approval of such Indemnified Party, which approval shall be deemed to have been given hereby in the case of counsel acting for your insurance underwriters engaged in such resistance or defense. You shall cooperate with us in the defense of any Claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

Governing Law

To the maximum extent permitted by law, these Terms are governed by the laws of the State of lowa, and you hereby consent to the exclusive jurisdiction and venue of courts in lowa in all disputes arising out of or relating to the use of the Site. You also agree that any action at law or in equity arising out of or relating to the Terms shall be filed only in the United States District Courts in lowa, if there is no federal jurisdiction over the action, in the courts of the State of lowa. You hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

General Terms

The following general terms apply to you and your use of the Site:

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or use of the Site.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by us with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms shall continue in effect.

Unless otherwise specified herein or agreed to by the user, these Terms constitute the entire agreement between the user and Mills Marketing with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Mills Marketing with respect to the Site. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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