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Website Terms and Conditions

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1. **Acceptance of Terms and Conditions.** Please read carefully the following Terms and Conditions before using the Website. By accessing or using the Website, you are subject to these Terms and Conditions and our Privacy Policy, found [here](#), which is incorporated herein by reference.
2. **Changes to the Terms and Conditions.** These Terms and Conditions may be revised or updated from time to time. Accordingly, you should check the Terms and Conditions regularly for updates. You can determine when the Terms and Conditions were last revised by referring to the “Last Revised” legend at the top of this page. Each time you access, use or browse the Website, you signify your acceptance of the then-current Terms and Conditions. Any changes in these Terms and Conditions take effect upon posting and apply only to use of the Website and information collected from you on and after Last Revised date, unless we provide notice or have other communications with you.
3. **Website Access and Security.**
 - a. The Website is offered as a convenience. We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.
 - b. To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete.
 - c. If you choose, or are provided with, a username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or portion of it using your username, password or other security information. You agree to immediately notify us, in writing, of any unauthorized access to or use of your username or password or any other breach of security. We reserve the right to disable any username, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms and Conditions.

4. Intellectual Property Rights.

- a. The Website and its entire contents, features and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by BACC, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You must not: (i) reproduce, duplicate, modify, copy, sell, resell or exploit for any commercial purpose or otherwise, any portion of the Website or its content other than as expressly authorized by BACC in writing; or (ii) remove, obscure, or modify any acknowledgments, credits or legal, intellectual property or proprietary notices, or marks, or logos contained on the Website or its content.
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- a. Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website.
 - b. Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
 - c. Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
 - d. Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

- e. Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
7. Use of Third Party Services. This Website may link to websites operated by various third parties. You agree that BACC is not responsible or liable for any acts or omissions created or performed by these third parties. BACC does not operate or control in any way any information, software, products or services available on such third-party websites. If you decide to access any of the third-party websites linked to our Website, you do so entirely at your own risk and subject to the terms and conditions of use for such third-party websites.
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9. Disclaimer. THE WEBSITES AND THE INFORMATION, SERVICES, CONTENT AND OTHER ACTIVITIES OFFERED, CONTAINED IN OR ADVERTISED ON THE WEBSITES, INCLUDING WITHOUT LIMITATION TEXT, PHOTOS, VIDEO, GRAPHICS, OR OTHER IMAGES, CONTENT, VIEWS AND LINKS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BACC AND ITS LICENSORS, SUPPLIERS AND RELATED PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, SERVICES AND MATERIALS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM COMPUTER VIRUS AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. YOUR USE OF THE WEBSITES AND APPLICATIONS AND ANY CONTENT IS ENTIRELY AT YOUR OWN RISK.
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Exclusions and Limitations: Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

11. Indemnification. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD BACC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS AND OTHERS ACTING IN CONCERT WITH IT (COLLECTIVELY, THE "BACC ENTITIES"), HARMLESS FROM ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY

THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR CONNECTION OR SUBMISSION TO OR USE OF THE WEBSITE; OR (B) YOUR VIOLATION OF THESE TERMS AND CONDITIONS, ANY APPLICABLE LAWS, OR THE RIGHTS OF BACC OR ANY THIRD PARTY. BACC RESERVES THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO YOUR INDEMNIFICATION, AT YOUR EXPENSE, AND IN SUCH CASE, YOU WILL COOPERATE WITH BACC'S DEFENSE OF SUCH CLAIM.

12. Governing Law. These Terms and Conditions shall be governed by, and will be construed under, the laws of the State of California without regard to choice of law principles. You irrevocably agree that the exclusive venue for any disputes arising between you and BACC out of, under, or in connection with these Terms and Conditions and the Website shall be conducted in the state or federal courts sitting in Santa Clara County, California. Any cause of action or claim you may have with respect to these Terms and Conditions or the Website must be commenced within six (6) months after the claim or cause of action arises or such claim or cause of action shall be barred.

13. Miscellaneous.

- a. If any provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms and Conditions shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. BACC's failure to act with respect to any failure by you or others to comply with these Terms and Conditions does not waive its right to act with respect to subsequent or similar failures.
- b. You may not assign or transfer these Terms and Conditions or your rights or obligations under these Terms and Conditions without the prior written consent of BACC, and any assignment or transfer in violation of this provision shall be null and void. There are no third-party beneficiaries to these Terms and Conditions.