



TERMS OF USE

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1. COMPANY’S CONTROL OVER WEBSITE; CHANGES TO AGREEMENT; USE OF WEBSITE

Company has the right, but not the obligation, to monitor the use of the Website and its content.

Company reserves the right, in its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Amendments to the Agreement will take effect immediately upon their publication on the Website, and Your continued use of the Website constitutes Your acceptance thereof. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Agreement to which you are bound.

Company may change, suspend or discontinue any aspect of the Website at any time. Company may also impose limits on certain features and services or restrict Your access to parts or the entire Website without notice or liability.

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2. PRIVACY POLICY

Use of the Website is subject to the terms of the Privacy Policy posted on the Website **www.flbdelmarva.com**. Company reserves the right, in its sole discretion, to change the Privacy Policy, in whole or in part, at any time. Amendments to the Privacy Policy will take effect immediately upon their publication on the Website, and Your continued use of the Website constitutes Your acceptance thereof. Material changes to the Privacy Policy since its Effective Date are listed in the Privacy Policy.

3. IDEA SUBMISSION POLICY AND YOUR COMMUNICATIONS TO COMPANY

Company considers any solicited or unsolicited suggestions and materials, including any questions or answers, ideas, comments, suggestions, images, likenesses, photographs or the like (the "Information") submitted to Company by electronic mail, contact us Website forms or otherwise will be treated as non-confidential and non-proprietary. Notwithstanding the foregoing and except as otherwise provided under the Privacy Policy concerning personally identifying information, if you submit Information to Company, such Information will be treated as non-confidential and non-proprietary. Furthermore, You give up all intellectual property rights, including any moral, publicity and privacy rights you have in the Information. Company is free to use the Information, without limitation and without any compensation to You, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using the Information or editing, altering, broadcasting, posting, publishing, copying, disclosing, distributing, incorporating and otherwise using the Information. By submitting the Information to Company, You agree Company is free to use Information for any purpose whatsoever. Company will have no obligation to use the Information.

4. YOUR REPRESENTATIONS AND PROMISES

You represent that You shall not upload, post or transmit to, or distribute or otherwise publish or submit through the Website any materials which are unlawful, violate or infringe the rights of third-parties, or contain any viruses, worms, or other components that are intended to cause damage or expropriate any system, data or personal information.

You further promise not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Website or any business being conducted on the Website. You may not link to the Website in any manner that would bypass the Website's home page. You may not "frame" the Website or any portion thereof.

You promise to maintain the confidentiality of any Website account you establish with Company and to protect unauthorized access to your account. You represent that you will accept responsibility for all activities that occur from Your computer or through any account you establish with Company.

You promise not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to Your identity or the source of personal or financial information.

5. YOUR ACKNOWLEDGEMENTS

You acknowledge that transmissions to and from this Website may not be secure and may be read or intercepted by third-parties.

You acknowledge that Company does not attempt to review, edit, modify, regulate or control the content of any websites that are linked to the Website and that Company shall not be held responsible or liable for any third-party website.

6. DISCLAIMER; LIMITATION OF LIABILITY

COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER WITH RESPECT TO THE WEBSITE OR ANY LINKED WEBSITE OR ITS CONTENT, INCLUDING THE AVAILABILITY OF ANY WEBSITE OR THE CONTENT, INFORMATION AND MATERIALS ON IT OR THE ACCURACY, COMPLETENESS, OR TIMELINESS OF THAT CONTENT, INFORMATION AND MATERIALS. COMPANY ALSO DOES NOT WARRANT OR REPRESENT THAT YOUR ACCESS TO OR USE OF THE WEBSITE OR ANY LINKED WEBSITE WILL BE UNINTERRUPTED OR FREE OF ERRORS OR OMISSIONS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR ANY LINKED WEBSITE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS. WITHOUT LIMITING THE FOREGOING, ALL CONTENT PROVIDED ON THE WEBSITE IS PROVIDED TO USERS "AS IS." EXCEPT FOR ANY EXPRESS WARRANTIES PUBLISHED ON THE WEBSITE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS WITH RESPECT TO THE WEBSITE ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. THE "AS IS" CONDITION OF CONTENT IS EXPRESSLY MADE A CONDITION OF ANY TRANSACTION ARISING THROUGH OR AS A RESULT OF THE WEBSITE.

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7. DISCLAIMER; LIMITATION OF LIABILITY WITH RESPECT TO GOODS OR SERVICES

EXCEPT AS EXPRESSLY STATED HEREIN OR ON THE WEBSITE, COMPANY MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY GOOD OR SERVICE ADVERTISED OR SOLD ON THE WEBSITE AND COMPANY FURTHER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WITH RESPECT TO GOODS AND SERVICES SOLD ON THE WEBSITE, INCLUDING BUT NOT LIMITED TO STATUTORY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

UNDER NO CIRCUMSTANCES SHALL COMPANY, ITS SUPPLIERS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND BUSINESS INTERRUPTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, ARISING IN ANY WAY FROM ANY GOOD OR SERVICE SOLD OR PROVIDED ON THE WEBSITE, EVEN IF COMPANY IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S LIABILITY EXCEED THE PRICE YOU PAID FOR THE GOOD OR SERVICE THAT IS THE SUBJECT OF THE CLAIM.

8. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Company, its affiliates, officers, directors, employees consultants, agents, successors and assigns from any and all third-party claims, liability, damages and/or costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages and attorneys' fees) arising from Your violation of the terms of this Agreement.

9. NOTICES

Except as explicitly stated otherwise, any notices shall be given by email to You at the email address You provided to Company during Your use of the Website, or such other address as either party may specify. Notice shall be deemed given 24 hours after an email is sent, unless the sending party is notified that the email address is invalid or that the message was otherwise returned as undeliverable. Such emails shall satisfy any legal requirement that communications be made in writing.

10. TERMINATION

Company may, with or without cause, immediately terminate this Agreement, and deny You access to the Website. Without limiting the foregoing, Company has the right to immediately terminate Your right to access the Website in the event that You breach this Agreement or engage in conduct that Company, in its sole discretion, considers unacceptable. If this Agreement is terminated, You will no longer be authorized to access the Website. In the event of termination, the restrictions imposed on You with respect to material downloaded, copied or otherwise reproduced from the Website, the disclaimers and limitations of liabilities and the indemnification set forth in this Agreement, shall survive.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law provisions. Sole and exclusive jurisdiction for any action or proceeding arising out of or related to this Agreement shall be in the federal or state courts located in Pennsylvania. You agree that you will not bring or be a party to any class-action lawsuit against Company. You agree that Company may elect to resolve any controversy or claim arising out of or relating to this Agreement by binding arbitration in accordance with the rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

12. MISCELLANEOUS

This Agreement constitutes the entire understanding between Company and You with respect to Your use of the Website. You may not assign this Agreement. If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.