

TERMS OF USE

Effective May 31, 2005

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Terms of Use

These Terms of Use (this “**Agreement**”) are provided by John F. Halbleib and one or more natural persons or entities from time to time owned or controlled by John F. Halbleib (collectively, “**JF Halbleib**”), and will govern your use of all websites (whether public or private, and in whatever form such as a classic website, forum, extranet, Internet, etc.) owned or controlled by John F. Halbleib, or any other natural person or entity that is part of JF Halbleib (collectively, “**JF Halbleib Websites**”), including all content provided on, or through access to, any JF Halbleib Website (“**Content**”) and all services provided through any JF Halbleib Website (“**Services**”).

1. Background

1.1. JF Halbleib Websites.

The JF Halbleib Websites include <http://www.Hershey-IdealCommunityforOrphans.com>, <http://www.MSHershey.com>, <http://www.JohnFHalbleib.com>, <http://www.MiltonSHershey.com>, <https://ams-legal.net/miltonhershey/>, together with each of the Websites from time to time sponsored by any one or more natural persons or entities included within JF Halbleib and pages operated under any sub-domain of any JF Halbleib Website.

1.2. Use of Any JF Halbleib Websites Constitutes Acceptance.

This Agreement will constitute a binding and enforceable agreement between you (individually and in your individual capacity as an employee, officer, agent, member, partner, etc. of each organization you represent in connection with any use of any JF Halbleib Website) and each of the natural persons or entities that are part of JF Halbleib. By using any JF Halbleib Website or any Services, you acknowledge and agree that you have fully read and agree to be bound by the provisions of this Agreement, exactly as if it were printed on paper and signed by you. If you do not agree to be bound by this Agreement in its entirety, then you must immediately stop using all JF Halbleib Websites and all Services. Although any associated registration process, if any, may require you to “click-through” or otherwise affirmatively agree to be bound by the provisions of this Agreement, this Agreement is binding on you by your use of any JF Halbleib Website or Services, regardless of whether or not you choose to register.

1.3. Business or Employment Use.

Where you use a JF Halbleib Website or Service in the course of your employment or business, you enter into this Agreement both on your own behalf and in your individual capacity as an employee, officer, agent, member, partner, etc. of such organization which you represent, and references in this Agreement to “**you**” shall mean both you as the individual user of any JF Halbleib Website or Service and you in your capacity as a representative of your organization.

1.4. Changes to this Agreement.

JF Halbleib may remove, amend or replace any provision of this Agreement at any time, but, if it does so, JF Halbleib will notify you by e-mail, or by posting such changes on a JF Halbleib Website before they become effective.

2. Disclaimer

2.1. No Legal Advice.

The JF Halbleib Websites and all Content are provided for general informational purposes only, and may not reflect current legal developments, verdicts or settlements. Any information contained in this or any other JF Halbleib Website should not be construed as legal advice and is not intended to be a substitute for legal counsel on any subject matter. No recipient of content from any JF Halbleib Website should act or refrain from acting on the basis of any Content included in, or accessible through, this or any other JF Halbleib Website without seeking the appropriate legal or other professional advice on the particular facts and circumstances at issue from a lawyer licensed in the recipient's state, country or other appropriate licensing jurisdiction.

2.2. No Attorney-Client Relationship.

No attorney-client relationship will be formed based on your use of any JF Halbleib Website or any Services provided through any JF Halbleib Website. Information that you provide through a JF Halbleib Website will not be treated as confidential or proprietary unless JF Halbleib expressly agrees to treat such information in such manner.

2.3. Risks of Doing Business on the Internet.

You acknowledge and agree that electronic communications and databases are subject to errors, tampering and break-ins and that, notwithstanding JF Halbleib's implementation of reasonable security precautions, JF Halbleib does not, nor does any natural person or entity that is part of JF Halbleib, guarantee or warrant that such events will not take place. You agree to follow all access and security procedures provided by JF Halbleib, from time to time, and will not attempt, nor will you aid or abet any other person in any attempt, to circumvent or otherwise interfere in any way with any security precautions or measures of JF Halbleib.

2.4. Links to Third-Party Websites.

The JF Halbleib Websites may include hyperlinks to third-party websites. Except with respect to other JF Halbleib Websites, JF Halbleib is not, nor is any natural person or entity that is part of JF Halbleib, responsible for, and makes no representations or endorsements with respect to, any such website, or with respect to any product or service that may be provided by or through such websites. You should be aware that such websites, products or services may be provided subject to privacy policies, acceptable use policies or other terms of use that differ substantially from the provisions of this Agreement, and you should consult such terms of use before using such websites, products or services.

2.5. NO WARRANTIES.

JF HALBLEIB PROVIDES THE JF HALBLEIB WEBSITES AND ALL CONTENT AND SERVICES SOLELY ON AN “AS-IS/AS-AVAILABLE” BASIS. SAVE TO THE EXTENT REQUIRED BY ANY MANDATORY APPLICABLE LAW, NONE OF THE JF HALBLEIB WEBSITES, CONTENT OR SERVICES ARE SUBJECT TO ANY WARRANTY OR CONDITION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, AND NON-INFRINGEMENT. JF HALBLEIB DOES NOT, NOR DOES ANY NATURAL PERSON OR ENTITY THAT IS PART OF JF HALBLEIB, GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY CONTENT OR SERVICES. IN ADDITION, JF HALBLEIB DOES NOT, NOR DOES ANY NATURAL PERSON OR ENTITY THAT IS PART OF JF HALBLEIB, GUARANTEE THAT PROVISION OF ANY JF HALBLEIB WEBSITE OR ANY SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY SERVICE WILL CONTINUE TO BE AVAILABLE.

3. Acceptable Use Policy

3.1. Courtesy and Common Sense.

Participation in message boards and other online interaction with other users of JF Halbleib Websites should be governed by the same rules of courtesy and common sense as face-to-face interactions with other people who may share different opinions.

3.2. Unacceptable Behavior.

You will not (nor will you aid or abet any third party to):

- (a) upload, post, e-mail or otherwise transmit to a JF Halbleib Website any material that is:
 - (i) confidential or proprietary to you or any other natural person or entity, or that you do not have the right to disclose generally to the public;
 - (ii) unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful or invasive of the rights of any other natural person or entity;
 - (iii) likely to infringe or misappropriate any patent, copyright, trademark, trade secret or other intellectual-property right of any other natural person or entity; or,
 - (iv) a virus, worm or Trojan horse, or any other computer code that is likely to disrupt, overload, harm or impair the functioning of any JF Halbleib Website;
- (b) attempt to impersonate any other person, or otherwise misrepresent your identity, qualifications, affiliations or any other information about you;
- (c) solicit other users or post any advertisement without JF Halbleib's express written consent;
- (d) attempt to disrupt, overload, harm or impair the functioning of any JF Halbleib Website; or,
- (e) engage in any conduct that is unlawful, disruptive or otherwise inappropriate.

3.3. Postings Not Anonymous.

JF Halbleib does not, nor does any natural person or entity that is part of JF Halbleib, guarantee that any message-board posting or other material that you post on any JF Halbleib Website will not be traceable to you, either by JF Halbleib or by other users. JF Halbleib reserves the right to monitor any and all of your activities on JF Halbleib Websites, and to take appropriate action with respect to inappropriate or unlawful conduct, including, without limitation, reporting such conduct to appropriate authorities. In some cases, the functionality of JF Halbleib Websites or other technology also may allow other users to learn your identity or other information about you. You may be liable to other users, as well as JF Halbleib, for any defamatory or otherwise unlawful material that you post on any JF Halbleib Website.

3.4. Downloading Content.

JF Halbleib grants you a revocable, nontransferable, nonexclusive license to download copies of articles, contact information and other Content, solely for your individual or internal business use; provided, that you do not: (a) remove any copyright notice, trademark notice or other intellectual property notice from any copy of any Content, or (b) accept any consideration in exchange for any Content, or for services provided using any Content to any third party.

3.5. Links to JF Halbleib Websites.

JF Halbleib grants you a revocable, nontransferable, nonexclusive license to include a hyperlink on your own website to the home page of any JF Halbleib Website; provided, that you do not: (a) “deep link” to any other page of any JF Halbleib Website, (b) “frame” any JF Halbleib Website or any Content, or otherwise cause any JF Halbleib Website or any Content to appear in a window with any other material, (c) cause the hyperlink or JF Halbleib Website to be displayed in any way that is disparaging to JF Halbleib, or any natural person or entity that is part of JF Halbleib, or (d) otherwise imply or state that any type of relationship or special arrangements exist with JF Halbleib, or any natural person or entity that is part of JF Halbleib, that have not been approved in writing by JF Halbleib. You agree that you will promptly remove any hyperlink to any JF Halbleib Website upon written request from JF Halbleib to do so. In no event will you use JF Halbleib’s logo or any other trademark as a hyperlink “button” or in any manner without JF Halbleib’s express written consent.

3.6. Indemnification.

JF Halbleib provides JF Halbleib Websites, Content and Services solely as an accommodation to you, and JF Halbleib and each natural person or entity that is part of JF Halbleib will not accept any risks arising from your use thereof. As such, you will indemnify, defend and hold harmless JF Halbleib, each natural person or entity that is part of JF Halbleib, and their respective members, partners, employees, vendors and agents, from and against any and all claims that arise from or relate to: (a) your use of any JF Halbleib Website, Content or Service; (b) JF Halbleib’s use of any message-board posting, information or other material that you upload or send to, or post on, any JF Halbleib Website; or (c) your breach of any provision of this Agreement.

4. Privacy Policy

4.1. Your Privacy.

JF Halbleib is committed to the protection of your privacy, and will treat all of the information you provide through any JF Halbleib Website, including your registration information (if any), with the utmost respect. JF Halbleib works diligently to ensure that it has taken all appropriate administrative and technical measures to prevent the unauthorized or unlawful use of your personally identifiable information, and to prevent any accidental loss or destruction of, or damage to, such information. JF Halbleib will not sell or disclose personally identifiable information about you to unaffiliated third parties except in accordance with this **Article 4** (this “**Privacy Policy**”).

4.2. Collection of Information.

As with many websites, JF Halbleib Websites collect certain information about visitors, even when they are not logged in. JF Halbleib may record your IP address, the URLs of the websites and pages you visit (before, during and after your visit to any JF Halbleib Website), the times and dates of such visits, information about the computer hardware and software you use and other information that may be available. Also, JF Halbleib may place “cookies” on your computer to recognize you on return visits to enable JF Halbleib to enhance your browsing experience, as well as to collect additional information about you. You may adjust your browser settings or use other means to prevent cookies from being placed on your computer, but doing so may result in reduced functionality and a less personalized browsing experience.

During registration and at other times when you visit JF Halbleib Websites, JF Halbleib may ask you to provide certain additional information about yourself, including your name, contact information, the organization you come from and certain other information that JF Halbleib may use to identify you. If you choose not to provide such information, you may not be permitted to access certain JF Halbleib Websites, or certain Content or Services.

4.3. Use of Information.

JF Halbleib uses the information that it collects about you to improve your browsing experience by personalizing JF Halbleib Websites to your interest, and also to help JF Halbleib select Content and Services that you may find interesting and useful. Information about the Content you visit and Services you use may be used alone or in conjunction with information collected from other users to help JF Halbleib tailor JF Halbleib Websites and its other products and services to better suit the needs and interests of you and other users.

Information that you provide may also be used as part of JF Halbleib’s effort to keep you informed about events, special offers and selected products and services that may be of interest to you. In some cases, JF Halbleib may contact you with information from carefully selected third parties, but JF Halbleib will not provide information to third parties for such purposes. In other cases, your information might be shared with a third party pursuant to a process that contemplates such sharing but which you knowingly initiate.

JF Halbleib reserves the right to disclose any information that it obtains through any JF Halbleib Website to appropriate governmental or regulatory authorities, if required by law or any governmental agency.

4.4. Transfers of Information.

From time to time, JF Halbleib may disclose information about you to carefully selected service providers that JF Halbleib may engage to host JF Halbleib Websites or to provide other services. JF Halbleib will require all such service providers to use the information solely to provide the specified services, and otherwise to conform to the requirements of this Privacy Policy. Except as provided in this Privacy Policy, JF Halbleib will not provide your information to third parties for any other purpose, including marketing.

Information that JF Halbleib collects may be stored and processed in and transferred between any of the countries in which JF Halbleib, each other natural person or entity that is part of JF Halbleib and their respective members, partners, affiliates or contractors have offices in order to enable JF Halbleib to use the information as set out in this Privacy Policy. If you are in the European Union, information which you provide may be transferred to countries (including the United States) which do not have data protection laws equivalent to those in force in the European Union. You expressly agree to such transfers. JF Halbleib will respect and protect your privacy as set out in this Privacy Policy.

4.5. Reviewing and Updating Your Information.

After you have provided your contact or other information to any JF Halbleib Website, you may contact us at JohnHalbleib@JohnFHalbleib.com to update your information, or as otherwise provided in connection with a particular Service. From time to time, JF Halbleib may contact you to ask you to keep this information current. By doing so, you can help JF Halbleib notify you of new developments from JF Halbleib and JF Halbleib Websites, as well as changes to the provisions of this Agreement.

5. Registration

5.1. Registration Information.

Access to certain portions of JF Halbleib Websites may require you to register by providing your e-mail address and certain other information. By using any JF Halbleib Website, you are representing that you are at least 18 years old and that you are able to enter into a binding contract with JF Halbleib and each of the natural persons or entities that are part of JF Halbleib. All of the information you provide in the course of using any JF Halbleib Website or Service, including registration, if any, must be accurate and updated in a timely manner.

5.2. Codes.

Upon registration or use of certain Services, you will provide your e-mail address and other contact information. You will receive a login identification (“Login ID”) and you will select a unique password (individually and collectively, “Codes”). You will be solely and fully responsible for the security of your Codes, and for any and all actions taken using them. Your Codes are for your personal and individual use only. You will not attempt to access any JF Halbleib Website, or any Content or Services, using any Codes other than your own, nor will you permit anyone else to do so using your Codes. You will notify JF Halbleib promptly if you know or suspect that your Codes have been compromised, and of any other known or suspected breach of JF Halbleib Website security.

5.3. Modification or Termination of Codes.

You may modify your Codes at any time by follow the instructions in Section 4.5 for “Reviewing and Updating Your Information.” JF Halbleib also reserves the right to suspend or terminate your Codes if it reasonably believes that your Codes are being used to post inappropriate material on any JF Halbleib Website, or otherwise to engage in conduct that is inappropriate or in breach of this Agreement.

5.4. Cancellation of Registration.

You may cancel your registration with JF Halbleib Websites by sending written notice to JF Halbleib at JohnHalbleib@JohnFHalbleib.com, providing your correct Login ID and Password and a statement to the effect “Please terminate my registered user status for all of your JF Halbleib Websites” and indicating “Cancel Registration” in the subject line. Within twenty business days after receiving such notice, JF Halbleib will deactivate your Codes and will not make further use of your registration information, other than to maintain complete records.

5.5. Additional Services.

From time to time, JF Halbleib may offer additional Services through a JF Halbleib Website. In some cases additional Services may be subject to alternative terms of use (as identified by JF Halbleib), and your use of any such Services will constitute your acceptance of such alternative terms of use. Unless otherwise stated, such alternative terms of use shall apply to supplement this Agreement and in the context of any conflicting terms, this Agreement shall govern with respect to JF Halbleib Websites, Content and Services, excepting only those Services which are expressly covered, and then only to the extent so expressly covered, by such alternative terms.

5.6. Withdrawal of Services.

JF Halbleib reserves the right to withdraw any JF Halbleib Website or Service or to remove any Content without notice at any time.

6. Intellectual Property

6.1. JF Halbleib Content.

All of the Content, including, without limitation, all text, graphics, video and sounds on any JF Halbleib Website, and all computer code associated therewith, are the valuable proprietary property of JF Halbleib, its licensors and contributors, and are subject to copyright, trademark and other intellectual property protection. You acknowledge and agree that JF Halbleib has expended substantial time and effort to create each JF Halbleib Website, and the Content and Services provided through each JF Halbleib Website, and that JF Halbleib exclusively owns or has been licensed by third parties to use and sublicense all rights, title and interest therein and all associated information, data, databases, images and other material.

6.2. Libraries.

With respect to any document repository provided on, at or through any JF Halbleib Website (each a “Library”), such Library is provided, primarily, to serve as research and educational material, with the overall objective of sharing knowledge of a great man and the philanthropy to which he and his wife gave birth. Its content is intended to provide facts as written and understood by those closest to the Hersheys’ philanthropy. These Libraries were not compiled for commercial purposes. Rather, each is a noncommercial educational work. It is expected that each Library will serve to educate those who desire to understand the Hersheys’ philanthropy, whether as a member of the School Family, a resident of the town of Hershey, Pennsylvania or one who has an interest in children’s homes or philanthropy in general. The Content of each Library (“Library Content”) has been compiled to facilitate the research and educational purposes described above. All copyrights in the Library Content remain with their respective owners. The Library Content (and any portion or listing thereof) may not be reproduced or used for any commercial purpose and your use of each Library constitutes your agreement to not make any such reproduction or use. You agree to all of the foregoing as a condition to your access to each item in each Library. This agreement is being entered into in order to protect the respective copyrights in the Library Content. Comments or contributions designed to enhance the value of each Library as research and educational material are welcome. Please contact John F Halbleib at JohnHalbleib@JohnFHalbleib.com.

6.3. Complaints and Digital Millennium Copyright Act.

If you wish to make any complaint regarding any Content, then please contact us at JohnHalbleib@JohnFHalbleib.com. JF Halbleib's agent for notice purposes under 17 U.S.C. § 512, as registered with the United States Copyright Office, is:

John F. Halbleib
27 West 115th Street
Lemont, Illinois 60439
Telephone: 630-257-0826
Fax: 630-257-7860
E-mail: JohnHalbleib@JohnFHalbleib.com

6.4. License to Use Your Postings.

With respect to any message-board posting, article or other material that you upload, post, e-mail or otherwise transmit to any JF Halbleib Website, you hereby grant to JF Halbleib and each of the entities that are part of JF Halbleib a perpetual, irrevocable, nonexclusive, royalty-free license to use, copy and publish such material on any JF Halbleib Website and elsewhere; provided, that JF Halbleib will adhere to the provisions of the Privacy Policy with respect to your personally identifiable information.

7. Limitations of Liability

7.1. NO LIABILITY FOR DAMAGES.

EXCEPT AS REQUIRED BY ANY APPLICABLE MANDATORY LAW, IN NO EVENT WILL JF HALBLEIB, ANY OTHER NATURAL PERSON OR ENTITY THAT IS PART OF JF HALBLEIB, OR ANY OF THEIR RESPECTIVE MEMBERS, PARTNERS, EMPLOYEES, VENDORS OR AGENTS, BE LIABLE WITH RESPECT TO THIS AGREEMENT, ANY JF HALBLEIB WEBSITE, ANY CONTENT OR ANY SERVICE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOSS OF PROFITS, DATA, OPPORTUNITY, SAVINGS OR INTEREST, OR ANY PENALTIES OR ASSESSMENTS IMPOSED UNDER APPLICABLE TAX LAWS OR OTHERWISE, EVEN IF JF HALBLEIB, ANY OTHER NATURAL PERSON OR ENTITY THAT IS PART OF JF HALBLEIB, OR ANY OF THEIR RESPECTIVE MEMBERS, PARTNERS, EMPLOYEES, VENDORS OR AGENTS HAS BEEN ADVISED OF THE LIKELIHOOD THEREOF.

7.2. AGGREGATE LIABILITY.

EXCEPT AS REQUIRED BY ANY APPLICABLE MANDATORY LAW, IN NO EVENT WILL THE AGGREGATE LIABILITY OF JF HALBLEIB, OR OTHER NATURAL PERSON OR ENTITY THAT IS PART OF JF HALBLEIB, OR ANY OF THEIR RESPECTIVE MEMBERS, PARTNERS, EMPLOYEES, VENDORS AND AGENTS WITH RESPECT TO ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT, ALL JF HALBLEIB WEBSITES, ALL CONTENT AND ALL SERVICES EXCEED AN AMOUNT EQUAL TO ONE HUNDRED UNITED STATES DOLLARS.

7.3. MANDATORY APPLICABLE LAWS.

CLAUSES 7.1 AND 7.2 SHALL NOT APPLY TO THE EXTENT THAT ANY LIABILITY MAY NOT BE EXCLUDED UNDER APPLICABLE MANDATORY LAWS. THE EXTENT OF THIS EXCEPTION WILL DEPEND ON THE COUNTRY IN WHICH YOU RESIDE AND THE CAPACITY IN WHICH YOU USE JF HALBLEIB WEBSITES.

8. Miscellaneous

8.1. Jurisdiction.

This Agreement and any controversies, claims or arbitration hereunder shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law rules. The state and federal courts located in Cook County, Illinois, will have exclusive jurisdiction over any case or controversy arising from or relating to this Agreement, a JF Halbleib Website or any Services. Each party hereby consents irrevocably to personal jurisdiction in such courts with respect to any and all such matters, and waives any defense of *forum non conveniens* with respect to such courts. Each party will and hereby does knowingly and voluntarily waive any right to a trial by jury in any case or controversy arising from or relating to this Agreement.

8.2. Assignment.

Your rights and obligations under this Agreement are personal to you and may not be assigned to any other natural person or entity.

8.3. Force Majeure.

JF Halbleib will not, nor will any natural person or entity that is part of JF Halbleib, be deemed to be in breach of this Agreement for any failure or delay in performance caused by reasons beyond its reasonable control, including any natural calamity, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, disruption or outage of communications, power or other, failure to perform by any supplier or other third party, or any other cause beyond the reasonable control of JF Halbleib (or any natural person or entity that is part of JF Halbleib).

8.4. Waiver.

JF Halbleib will not, nor will any natural person or entity that is part of JF Halbleib, be deemed to have waived any breach by you of this Agreement, except by a written waiver expressly so stating, and such waiver will not be construed as a waiver of subsequent or continued breaches.

8.5. Severability.

If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will be limited to the maximum extent permissible, and the other provisions of this Agreement will remain in full force and effect.

8.6. Complete Understanding.

This Agreement constitutes the final and complete agreement between the parties regarding the subject matter hereof, and supersedes any prior or contemporaneous communications, representations or agreements between the parties relating to the subject matter hereof.