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- d. violating, plagiarizing or infringing on the rights of the Company or any third party, including copyright, trademark, privacy, contractual or other personal or proprietary rights;
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Engaging in prohibited conduct may subject you to civil liability and criminal prosecution under applicable laws.

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Indemnity

You agree to indemnify, defend and hold harmless the Company and its subsidiaries, affiliates, directors, officers, employees, representatives, licensors and licensees, from any damages, losses, costs and expenses (including reasonable legal fees), incurred in connection with any third-party claim or demand alleging or based upon your breach of this Agreement or your violation of any law or the rights of such third party. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and you shall cooperate as fully as reasonably required by the Company.

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The Company may, in its sole discretion, terminate or suspend your access to all or part of this website, the Content and/or any Products or Services for any reason, including, without limitation, your breach of the Agreement or transmission of any unsolicited advertising materials.

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You agree not to submit, publish, transmit, display, disseminate or otherwise communicate any libelous, defamatory, inaccurate, abusive, threatening, offensive or illegal material while connected to or otherwise using this website or any Service. Transmission of such material shall constitute a material breach of this Agreement.

The Company does not accept unsolicited ideas for new products, packaging, advertising, or other submissions related to the Company's business. If you do not abide by this policy and choose to submit an idea or material to the Company, the idea or material becomes and remains the sole and exclusive property of the Company without any compensation to you.

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General

This Agreement and your use of this website shall be governed by the laws of the state of Texas and the federal laws of the United States applicable therein. Any dispute arising under this Agreement shall be resolved exclusively by the state and federal courts located in Bexar County, Texas. You agree not to bring any legal action against the Company in any jurisdiction except the state of Texas and you shall submit and consent to such jurisdiction. If any provision of this Agreement shall be deemed unlawful by a court of law, then the impugned provision shall be deemed severed and shall not affect the validity and enforceability of any remaining provisions. This Agreement constitutes the entire agreement between you and the Company in connection with your use of this website. Your use of this website is not intended and shall not be deemed to create any agency, joint venture or other legal relationship of any kind between you and the Company other than that of independent contractors.

Updates and Amendments

The Company reserves the right to change, modify or amend this Agreement, or add or remove portions of this website and any Products and Services, at any time and you agree to be bound by such changes, modifications, additions, or deletions. The current version of this Agreement will be always posted on this website. Please check back frequently to see any updates or changes to this Agreement. Your continued use of this website following the posting of changes will constitute your agreement to be bound by such changes.