## Blackhawk Networks

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slanderous or threatening, (d) do not breach any duty toward or rights of any person or entity including rights of publicity or privacy, (e) have not resulted in or are not likely to result in any consumer fraud, product liability, tort, breach of contract, injury, damage or harm of any kind to any person or entity, (f) are not false, deceptive or misleading, and (g) will be free of any viruses, Trojan horses, trap doors, back doors, Easter eggs, worms, time bombs, cancelbots, or other computer programming routines that may potentially damage, interfere with, intercept, or expropriate any system data or personal information.

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- 12. Confidentiality. You agree that during your use of the Site or Services and for a period of three (3)

expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

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- 14. Governing Law. These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in [Contra Costa / San Francisco] County, California, USA in all disputes arising out of or related to the use of the Site or Service.
- 15. Severability; Waiver. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect and any invalid provision will be replaced with a valid provision that most closely approximates the intent of the invalid provision. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
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