Website Terms and Conditions

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   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.
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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.

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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.


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.