



TERMS OF USE

1. ACCEPTANCE OF TERMS

This Terms & Conditions agreement ("Agreement") is between Animals' Angels, Inc. ("Animals' Angels") and you and your agents ("you" or "yours") for the use of this web site (the "Site"). This Agreement includes any guidelines or rules posted and updated on the Site by Animals' Angels from time to time. By using the Site, you agree to this Agreement. You can review the most current version of this Agreement at any time at www.animalsangels.org.

2. OWNERSHIP OF SITE AND RESTRICTIONS ON USE OF CONTENT

The Site is owned by Animals' Angels. You acknowledge that this Site may contain information, communications, software, photos, text, video, graphics, music, sounds, images and other material and services (collectively "Content"), which is generally provided by Animals' Angels or by licensors of Animals' Angels. In addition to Animals' Angels' and its licensors' rights in individual elements of the Content, Animals' Angels owns a copyright in the selection, coordination, arrangement and enhancement of the Content. You agree and acknowledge that the Content and Site are protected by copyrights, trademarks, and other proprietary rights (including intellectual property rights), that these rights are valid and protected in all media now existing or later developed, and that except as specifically provided in this Agreement, your use of the Content and Site shall be governed and constrained by applicable copyright, trademark and other intellectual property laws.

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such mark unless the trademarks appears on Content that you are permitted to share in accordance with this Agreement. In that case, any trademark appearing in Content must not be altered or removed.

4. PRIVACY POLICY

Our Privacy Policy may be viewed at www.animalsangels.org. The terms and conditions of the Privacy Policy are hereby incorporated by reference herein.

5. DISCLAIMER OF WARRANTIES

THE USE OF THE SITE IS SOLELY AT YOUR OWN RISK. THE SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. ANIMALS' ANGELS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. ANIMALS' ANGELS MAKES NO WARRANTY THAT THE SITE AND/OR ANY CONTENT THEREIN WILL MEET YOUR REQUIREMENTS, OR WILL BE UNINTERRUPTED, TIMELY, SECURE, CURRENT, ACCURATE, COMPLETE OR ERROR-FREE OR THAT THE RESULTS THAT MAY BE OBTAINED BY USE OF THE SITE AND/OR ANY CONTENT THEREIN WILL BE ACCURATE OR RELIABLE. YOU UNDERSTAND AND ACKNOWLEDGE THAT YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY DEFECT IN OR DISSATISFACTION WITH THE SITE IS TO CEASE USING THE SITE.

6. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANIMALS' ANGELS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA LOSS, OR OTHER LOSSES (EVEN IF ANIMALS' ANGELS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR INABILITY TO USE THE SITE, (ii) THE COST OF PROCUREMENT OF ANY SUBSTITUTE PRODUCTS AND/OR SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES OBTAINED OR WHICH YOU WERE UNABLE TO OBTAIN OR TRANSACTIONS EFFECTED OR FAILED TO BE EFFECTED, (iii) ANY LINK PROVIDED IN CONNECTION WITH THE SITE, OR (iv) ANY MATTER OTHERWISE RELATED TO YOUR USE OF THE SITE.

7. YOUR CONDUCT ON THE SITE

In the event that Animals' Angels permits you to upload, post, e-mail or otherwise transmit content, data, information or other materials (collectively, "User Content") for display on

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the Site or otherwise, you will be responsible for all such User Content that you upload, post, email or otherwise transmit using the Site. Likewise, you are responsible for complying with all third party rights with respect to all such User Content that appears on the Site and not to download, email or otherwise transmit such User Content in violation of such third party's rights. By submitting User Content to Animals' Angels, you automatically grant, or warrant that the owner of such Content has expressly granted, the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed for the full term of any rights that may exist in such User Content.

You are expressly prohibited from placing any message in any User Content or any product, good or service or otherwise transmitting through or posting on the Site (including in any e-mail message or any chat board posting) any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racial, ethnic or otherwise objectionable material of any kind, including without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law (collectively, "Prohibited Conduct"). Prohibited Conduct expressly includes any transmission to people or other entities on mailing lists that you do not have full rights to use. You agree and acknowledge that Animals' Angels is not responsible or liable to you or any other party or user of the Site for any Prohibited Conduct by you or any other party or user of the Site.

You may not collect or store personal data of other users of the Site without the prior, written permission of such user(s).

You may not directly or indirectly, intentionally disrupt or interfere with the Site in any manner that may adversely affect Animals' Angels or any user of the Site.

You may not upload, post, email or otherwise transmit any material that contains software viruses or any other code, files or programs designed or known to disable, interrupt, or limit the functionality of any computer hardware, computer software, or telecommunications equipment or facilities.

8. YOUR WARRANTIES

By your use of the Site, you represent and warrant that you have all the rights necessary to receive, use, transmit and disclose all data that you use in any way with the Site. You further represent and warrant that your use of the Site shall comply with all applicable laws, regulations and ordinances. You agree and acknowledge that you are solely responsible for any liabilities, fines, penalties or forfeitures occasioned by any such violations or lack of rights.

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9. DISCLAIMER OF CONTENT

You understand and acknowledge that Animals' Angels assumes no responsibility to screen or review Content and/or User Content that is originated by parties other than Animals' Angels, and that Animals' Angels shall have the right, but not the obligation, in its sole discretion to review, refuse, monitor, edit or remove any Content and/or User Content that is available on the Site. Animals' Angels expressly disclaims all responsibility or liability to you or any other person or entity for the performance or nonperformance of such Content and/or User Content review. **YOU ACKNOWLEDGE AND AGREE THAT YOU ASSUME ALL RISK ASSOCIATED WITH THE USE OF ANY AND ALL CONTENT AND/OR USER CONTENT.**

10. YOUR SUBMISSIONS

If you contact Animals' Angels with information including, without limitation, feedback data (e.g., questions, comments, suggestions or the like) regarding the Site, Content, or any item on the Site (collectively, "User Feedback"), the User Feedback shall be deemed to be non-confidential and Animals' Angels shall have no obligation of any kind with respect to the User Feedback. In addition, you agree and acknowledge that Animals' Angels shall be free to reproduce, use, disclose, display, exhibit, transmit, perform, create derivative works and distribute the User Feedback to others without limitation, and to authorize others to do the same. Further, Animals' Angels shall be free to use any ideas, concepts, know-how or techniques contained in the User Feedback for any purpose whatsoever, including, without limitation, developing, manufacturing and marketing products and other items incorporating the User Feedback. Animals' Angels shall not be liable or owe any compensation for the use or disclosure of the User Feedback.

11. LINKS

The Site may provide links to third party web sites, or third parties may provide links to other web sites. You acknowledge and agree that such links are provided for your convenience and do not reflect any endorsement by Animals' Angels with respect to the provider of such linked site or the quality, reliability or any other characteristic or feature of such linked site and Animals' Angels is not responsible in any manner (including without limitation with respect to any loss or injury you may suffer) for any matter associated with the linked site, including without limitation, the content provided on or through any such linked site or your reliance thereon. **ANIMALS' ANGELS MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY LINKED SITE. YOUR USE OF ANY LINKED SITE IS SOLELY AT YOUR OWN RISK.** In addition, you should be aware that your use of any linked site is subject to the terms and conditions applicable to that site, including the privacy policies (or lack thereof) of such site.

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12. JURISDICTIONAL ISSUES

Unless otherwise specified, the materials, information, products and services available on the Site are solely available in or applicable to the United States, its territories, possessions and protectorates. Animals' Angels makes no representation that materials or information in this Site, or the products and services available on the Site, are appropriate or available for use outside the United States. Those who choose to access the Site from outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

13. INDEMNITY

You agree to defend, indemnify and hold Animals' Angels, its officers, directors, employees and agents, harmless from and against any third party claim, action or demand ("Claim") and all liabilities and settlements related thereto, including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your use of the Site and/or its Content and/or User Content. Animals' Angels shall provide notice to you promptly of such Claim and shall reasonably cooperate with you, at your expense, in your defense of any such Claim.

14. INTELLECTUAL PROPERTY POLICY

Animals' Angels reserves the right to terminate this Agreement in appropriate circumstances if you infringe upon the intellectual property rights of any third party. Pursuant to the Digital Millennium Copyright Act of 1998, 17 U.S.C. 512(c)(2), Animals' Angels' designated agent for notice of alleged copyright infringement in connection with the Site is:

Sonja		Meadows
President		
Animals'	Angels,	Inc.
PO	Box	1056
Westminster, MD 21158		
info@animalsangels.org		

To file a notice of infringement with Animals' Angels, the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 must be fulfilled. The text of this statute can be found at the U.S. Copyright Office web site.

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PO Box 1056 Westminster, MD 21158 P: 443.821.3343 F: 443.821.3349

www.animalsangels.org





15. MISCELLANEOUS

You understand and agree that Animals' Angels may from time to time establish and revise practices and limitations concerning the Site and your use of the Site. Animals' Angels may provide notice of changes to this Agreement at any time and from time to time by displaying notices to you on pages of the Site.

This Agreement constitutes the entire agreement between you and Animals' Angels and governs your use of the Site. You also may be subject to additional terms and conditions that may apply when you use third party content available through the Site.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

You and Animals' Angels and any of its employees, contractors, officers, or directors agree that this Agreement and the relationship between you and Animals' Angels will be governed by the laws of the state of Maryland, without respect to its conflict of laws provisions and that venue with respect to any dispute between you and Animals' Angels will rest exclusively in the state and federal courts located in the state of Maryland.

The failure of Animals' Angels to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or condition.

Last Updated: December 2, 2015

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