

RESCUEFOSTER.COM LLC
TERMS OF USE

REVISION DATE: SEPTEMBER 9, 2019

FOR MORE INFORMATION OR IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS OF USE, PLEASE CONTACT US AT INFO@RESCUEFOSTER.COM.

1. ACCEPTANCE OF TERMS OF USE

We are RescueFoster.com LLC, an Arizona limited liability company (“Company”, “we”, or “us”). This document describes the terms (“Terms of Use” or “Terms”) under which you access, browse, and interact with our website and Services located at www.rescuefoster.com (the “Site”). These Terms apply to you whether you are a registered user of our Site or a guest browser. ”). The “Services” we provide includes, among other things, providing information about fostering rescue animals and connecting rescues or shelters with potential animal foster parents.

Please read these Terms carefully before you start to use the Site. By accessing, browsing, and using the Site, you acknowledge that you have read, have understood, and you accept and agree to be bound by these Terms. You also agree to comply with all applicable laws and regulations. If you do not agree to these Terms, do not use or view the Site.

This Site is offered and intended for users who are at least 18 years old and who reside in the United States, and its territories or possessions. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and you meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, do not use or view this Site.

If you access the Site from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

The material on our Site is protected by law, including, but not limited to, United States copyright law and international treaties.

2. CHANGES TO THE TERMS OF USE

Sometimes we may need to update these Terms. We will post those changes on the Site. Changes are effective immediately when we post them, and apply to all access to and use of the Site the changes are posted. Your continued use of the Site following the posting of revised Terms means that you accept and agree to the new Terms. Check this page from time to time so you are aware of any changes.

Note, however, that any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction will not apply to any disputes for which the parties have actual notice before the date the change is posted on the Site.

3. ACCESSING THE SITE, REGISTRATION, ACCOUNTS, AND PASSWORDS

Please note, rescues and shelters are unaffiliated third parties and you may be required to accept their terms and conditions when you request more information regarding an available animal from that rescue or shelter.

You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

Some parts of our Site require you create a user account before you can access them. You must provide correct, current, and accurate user registration information and we may terminate your registered user account if we believe you gave us false or misleading registration data. We may also terminate your account if we believe you have violated these Terms.

From time to time, we may restrict access to some parts of the Site, or the entire Site, to users, including registered users. We will not be liable if for any reason all or any part of the Site is unavailable at any time or for any period.

You and your use of our Site are also governed by our Privacy Statement, located at <https://www.rescuefoster.com/PrivacyStatement.pdf>.

You agree to treat your user name and password as confidential. You are responsible for the actions taken by someone else using your account, even if they use your credentials without your authorization. You agree to immediately change your password if you believe someone else has access to it. If you fail to comply with these Terms, we aren't liable for any loss or damage you experience. Use particular caution when accessing our Site from public computers and over public Wi-Fi.

4. USE RESTRICTIONS AND INTELLECTUAL PROPERTY

The Site and its entire contents and code (the "Company Content") are owned by the Company, its licensors, or other providers of such material (collectively, and individually, "Company Content Providers") and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You agree not to modify, copy, distribute, transmit, share, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any Company Content obtained from or through Company.

Any unauthorized use of any Company Content contained on the Site may violate our Terms and may also violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

No right, title, or interest in or to the Site or any content on the Site is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Site not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

5. DISCLAIMER OF WARRANTIES

THE INFORMATION PRESENTED ON OR THROUGH THE SITE IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY YOU OR ANY OTHER VISITOR TO THE SITE, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS. INFORMATION ON THE SITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. ALL INFORMATION IS PROVIDED BY COMPANY ON AN "AS IS" BASIS ONLY. COMPANY PROVIDES NO REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NONINFRINGEMENT, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. USE OF THE SERVICES IS SOLELY AT YOUR RISK. COMPANY MAKES NO WARRANTY THAT (i) THE SITE WILL MEET YOUR REQUIREMENTS; (ii) THE SITE WILL BE

UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE WILL BE ACCURATE OR RELIABLE; AND (iv) THE QUALITY OF ANY PRODUCTS, INFORMATION, OR OTHER SERVICES PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SITE, RELATED SERVICES, OR CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW. COMPANY IS NOT RESPONSIBLE FOR ANY INFORMATION NOT PROVIDED ON THE SITE. COMPANY DOES NOT GUARANTEE, IMPLICITLY OR EXPLICITLY, ANY RESULTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF SERVICE AND USE.

6. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUES, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICE PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICES. YOU ALSO AGREE THAT COMPANY WILL NOT BE LIABLE FOR ANY INTERRUPTION OF BUSINESS, ACCESS DELAYS, OR ACCESS INTERRUPTIONS TO THE SITE OR SERVICES, DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, AND EVENTS BEYOND COMPANY'S REASONABLE CONTROL.

IN NO EVENT SHALL COMPANY BE FINANCIALLY LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

7. USER CONTENT

This Site includes content provided by other users of the Site, including posting of available animals by rescues or fosters or ratings of foster pet parents. Posts you make on our Site are not confidential. Other users can see and re-post your content. However, we will handle Personal Information you provide us in accordance with our Privacy Statement, located here: <https://www.rescuefoster.com/PrivacyStatement.pdf>.

The statements of other users of the Site are their opinion and don't reflect Company opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by other users.

If you are a rescue or shelter using this Site, you agree to post a notice or link to your rescue or shelter terms and conditions within any content you post on the Site. Such notice shall inform viewers of your content that, should the viewer click on the link or request more information, they will be subject to the rescues or shelter's terms and conditions. As a non-limiting example, such notice may state: *"by signing up to foster with this rescue you agree to the rescue's conditions, located here [link]. Please note that by selecting this link, you will be leaving the FosterRescue.com site"*.

We can use your content for any purpose, including to improve our marketing efforts. By posting User Content on the Site, you grant Company a royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform, and display such materials or other information alone or as part of other works in any form, media, or technology whether now known or hereafter developed without territorial or time limitations, and to sublicense such rights.

The content you post on our Site must comply with these Terms. By posting content on our Site, you represent and warrant that:

- You own or control all rights in the content you post (the “User Content”).
- Your User Content does and will comply with these Terms.
- You are responsible for your User Content.

8. CONTENT STANDARDS

These are the content standards for what users post on this Site, they are the rules of our road. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy <https://www.rescuefoster.com/PrivacyStatement.pdf>.
- Promote or assist any illegal activity.
- Be deceptive.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER THE COMPANY/SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

Additionally, you agree not to:

- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Site, including their ability to engage in real time activities through the Site.

- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Site.

9. TERMINATION

You may terminate your account for any reason by emailing Company at info@RescueFoster.com. We can terminate your account at any time, for any reason, or for no reason, if we believe you have violated these Terms of Use. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of the Site. Termination, suspension, or cancellation of the Services or your access rights to the Site shall not affect any right or relief to which Company may be entitled, at law or in equity, and all rights granted to you will automatically terminate and immediately revert to Company.

10. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Site, including, but not limited to, your User Content, any use of the Site's content, services, and products other than as expressly authorized in these Terms or your use of any information obtained from the Site.

11. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement and performance hereunder shall be exclusively governed by, and construed in accordance with, the laws of the state of Arizona (without giving effect to its conflict of laws principles). The parties agree to submit any claim, dispute, or disagreement to mediation before a mutually-agreeable mediator prior any other form of dispute resolution. All mediation or any other form of dispute resolution shall exclusively take place in Phoenix, Arizona and the parties irrevocably waive any objection to such venue.

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

12. WAIVER AND SEVERABILITY

No waiver of by the Company of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

13. NOTICES

Except as explicitly stated otherwise, any notices shall be given by postal mail to RescueFoster.com LLC, Attn: _____ 4726 S Merriman Way, Gilbert, AZ (in the case of the Company) or to the email address you provide to the Company during the registration process (in your case). Notice shall be deemed given twenty-four (24) hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to the Company during the registration process. In such case, notice shall be deemed given three (3) days after the date of mailing.

14. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) NOTICE.

[If you believe that any User Contributions violate your copyright, please send us a notice of copyright infringement to the address below. It is the policy of the Company to terminate the user accounts of repeat infringers.] In the event materials are made available to this Site by third parties not within our control, we are under no obligation to, and do not, scan such content for the inclusion of illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party’s copyright to remain on the Site. If you believe any materials on the Site infringe a copyright, you should provide us with written notice that at a minimum contains:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- iv. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

All DMCA notices should be sent to our designated agent as follows:

Copyright Administrator
Weiss Brown
6263 North Scottsdale Road, Suite 340
Scottsdale, AZ 85250
CopyrightAdministrator@WeissBrown.com

It is our policy to terminate relationships regarding content with third parties who repeatedly infringe the copyrights of others.