

Terms of Use

1. Definitions

Bailey's Buddies Charitable Pet Foundation and Trust web site is operated by Bailey's Buddies Charitable Pet Foundation and Trust on the World Wide Web of the Internet, consisting of information services and content provided by Bailey's Buddies Charitable Pet Foundation and Trust, affiliates of Bailey's Buddies Charitable Pet Foundation and Trust and other third parties. "Subscriber" means each person who establishes or accesses a connection to and use of Bailey's Buddies Charitable Pet Foundation and Trust Web site.

2. General

(A) This Agreement, which incorporates by reference other provisions applicable to use of the Bailey's Buddies Charitable Pet Foundation and Trust Web site, including, but not limited to, supplemental terms and conditions set forth ("Supplemental Terms") governing the use of certain specific material contained in Bailey's Buddies Charitable Pet Foundation and Trust Web site, sets forth the terms and conditions that apply to use of Bailey's Buddies Charitable Pet Foundation and Trust Web site by Subscriber. By using Bailey's Buddies Charitable Pet Foundation and Trust Web site (other than to read this Agreement for the first time), Subscriber agrees to comply with all of the terms and conditions hereof. The right to use Bailey's Buddies Charitable Pet Foundation and Trust Web site is personal to Subscriber and is not transferable to any other person or entity. Subscriber is responsible for all use of Subscriber's Account (if any under any screen name or password) and for ensuring that all use of Subscriber's Account complies fully with the provisions of this Agreement. Subscriber shall be responsible for protecting the confidentiality of Subscriber's password(s), if any.

(B) Bailey's Buddies Charitable Pet Foundation and Trust shall have the right at any time to change or discontinue any aspect or feature of Bailey's Buddies Charitable Pet Foundation and Trust Web site, including, but not limited to, content, hours of availability, and equipment needed for access or use.

3. Changed Terms

Bailey's Buddies Charitable Pet Foundation and Trust shall have the right at any time to change or modify the terms and conditions applicable to Subscriber's use of Bailey's Buddies Charitable Pet Foundation and Trust Web site, or any part thereof, or to impose new conditions. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on Bailey's Buddies Charitable Pet Foundation and Trust Web site, or by any other means by which Subscriber obtains notice thereof. Any use of Bailey's Buddies Charitable Pet Foundation and Trust Web Site by Subscriber after such notice shall be deemed to constitute acceptance by Subscriber of such changes, modifications or additions.

4. Equipment

Subscriber shall be responsible for obtaining and maintaining all telephone, computer hardware and other equipment needed for access to and use of Bailey's Buddies Charitable Pet Foundation and Trust Web site and all charges related thereto.

5. Subscriber Conduct

(A) Subscriber shall use Bailey's Buddies Charitable Pet Foundation and Trust Web site for lawful purposes only. Subscriber shall not post or transmit through Bailey's Buddies Charitable Pet Foundation and Trust Web site any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without Bailey's Buddies Charitable Pet Foundation and Trust express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a Subscriber that in Bailey's Buddies Charitable Pet Foundation and Trust discretion restricts or inhibits any other Subscriber from using or enjoying Bailey's Buddies Charitable Pet Foundation and Trust Web site will not be permitted. Subscriber shall not use Bailey's Buddies Charitable Pet Foundation and Trust Web site to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with Bailey's Buddies Charitable Pet Foundation and Trust Web site.

(B) Bailey's Buddies Charitable Pet Foundation and Trust Web site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of Bailey's Buddies Charitable Pet Foundation and Trust Web site are copyrighted as a collective work under the United States copyright laws. Bailey's Buddies Charitable Pet Foundation and Trust owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. Subscriber may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Subscriber may download copyrighted material for Subscriber's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of Bailey's Buddies Charitable Pet Foundation and Trust and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. Subscriber acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

(C) Subscriber shall not upload, post or otherwise make available on Bailey's Buddies Charitable Pet Foundation and Trust Web site any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with Subscriber. Subscriber shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of the Bailey's Buddies Charitable Pet Foundation and Trust Foundation Web site, Subscriber automatically grants, or warrants that the owner of such material has expressly granted Bailey's Buddies Charitable Pet Foundation and Trust the

royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. Subscribers also permit any other Subscriber to access, view, store or reproduce the material for that Subscriber's personal use.

(D) The foregoing provisions of Section 5 are for the benefit of Bailey's Buddies Charitable Pet Foundation and Trust, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. Disclaimer of Warranty; Limitation of Liability

(A) Subscriber expressly agrees that use of Bailey's Buddies Charitable Pet Foundation and Trust Web site is at subscriber's sole risk. Neither Bailey's Buddies Charitable Pet Foundation and Trust, its affiliates nor any of their respective employees, agents, third party content providers or licensors warrant that Bailey's Buddies Charitable Pet Foundation and Trust Web site will be uninterrupted or error free; nor do they make any warranty as to the results that may be obtained from use of Bailey's Buddies Charitable Pet Foundation and Trust Web site, or as to the accuracy, reliability or content of any information, service, or merchandise provided through Bailey's Buddies Charitable Pet Foundation and Trust Web site.

(B) Bailey's Buddies Charitable Pet Foundation and Trust Web site is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this agreement.

(C) This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation of transmission, computer virus, communication line failure, theft or destruction, or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. Subscriber specifically acknowledges that Bailey's Buddies Charitable Pet Foundation and Trust not liable for the defamatory, offensive or illegal conduct of other subscribers or third-parties and that the risk of injury from the foregoing rests entirely with the subscriber.

(D) In no event will Bailey's Buddies Charitable Pet Foundation and Trust or any person or entity involved in creating, producing or distributing Bailey's Buddies Charitable Pet Foundation and Trust Web site, be liable for any damages, including, without limitation, direct, indirect, incidental, special, consequential or punitive damages arising out of the use or inability to use Bailey's Buddies Charitable Pet Foundation and Trust Web site.

Subscriber hereby acknowledges that the provisions of this section shall apply to all content on Bailey's Buddies Charitable Pet Foundation and Trust.

(E) In addition to the terms set forth above, neither Bailey's Buddies Charitable Pet Foundation and Trust nor its affiliates, information providers or content partners shall be liable regardless of the cause or duration, for any errors, inaccuracies, omissions, or other defects in, or untimeliness or unauthenticity of, the information contained within Bailey's Buddies Charitable Pet Foundation and Trust Web site, or for any delay or interruption in the transmission thereof to the user, or for any claims or losses arising there from or occasioned thereby. None of the foregoing parties shall be liable for any third-party claims or losses of any nature, including, but not limited to, punitive or consequential damages.

7. Indemnification.

Subscriber agrees to defend, indemnify and hold harmless Bailey's Buddies Charitable Pet Foundation and Trust, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of Bailey's Buddies Charitable Pet Foundation and Trust Web site by Subscriber or Subscriber's Account.

8. Termination.

Either Bailey's Buddies Charitable Pet Foundation and Trust or Subscriber may terminate this Agreement at any time. Without limiting the foregoing, Bailey's Buddies Charitable Pet Foundation and Trust shall have the right to immediately terminate Subscriber's Account in the event of any conduct by Subscriber which Bailey's Buddies Charitable Pet Foundation and Trust in its sole discretion, considers to be unacceptable, or in the event of any breach by Subscriber of this Agreement. The provisions of Sections 5(B), 5(C), 5(D), 6, 8, 10 and this Section 9 shall survive termination of this Agreement.

9. Trademarks

Bailey's Buddies Charitable Pet Foundation and Trust, Bailey's Buddies Charitable Pet Foundation and Trust Web site and each of their logos are trademarks of Bailey's Buddies Charitable Pet Foundation and Trust. All rights reserved. All other trademarks appearing on Bailey's Buddies Charitable Pet Foundation and Trust Web site are the property of their respective owners.

10. Third Party Content

Bailey's Buddies Charitable Pet Foundation and Trust is a distributor (and not a publisher) of content supplied by third parties and Subscribers. Accordingly, Bailey's Buddies Charitable Pet Foundation and Trust has no editorial control over such content. Any opinions, advice, statements, services, or other information or content expressed or made available by third parties, including information providers, Subscribers or any other user of Bailey's Buddies Charitable Pet Foundation and Trust Web site, are those of the respective author(s) or distributor(s) and not of Bailey's Buddies Charitable Pet Foundation and Trust. Neither Bailey's Buddies Charitable Pet Foundation and Trust nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose.

(Refer to Section 6 above for the complete provisions governing limitation of liabilities and disclaimers of warranty.)

In some instances, the content available through Bailey's Buddies Charitable Pet Foundation and Trust Web site represents the opinions and judgments of the respective information provider, Subscriber, or other user not under contract with Bailey's Buddies Charitable Pet Foundation and Trust neither endorses nor is responsible for the accuracy or reliability of any opinion, advice or statement made on Bailey's Buddies Charitable Pet Foundation and Trust Web site by anyone other than authorized Bailey's Buddies Charitable Pet Foundation and Trust employee spokespersons while acting in their official capacities. Under no circumstances will Bailey's Buddies Charitable Pet Foundation and Trust be liable for any loss or damage caused by a Subscriber's reliance on information obtained through Bailey's Buddies Charitable Pet Foundation and Trust Web site. It is the responsibility of Subscriber to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through Bailey's Buddies Charitable Pet Foundation and Trust Web site. Please seek the advice of professionals, as appropriate, regarding the evaluation of any specific information, opinion, advice or other content.

11. Miscellaneous

This Agreement and any operating rules for Bailey's Buddies Charitable Pet Foundation and Trust established by Bailey's Buddies Charitable Pet Foundation and Trust constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. This Agreement shall be construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

13. Copyrights and Copyright Agent

Bailey's Buddies Charitable Pet Foundation and Trust respects the rights of all copyright holders and in this regard, Bailey's Buddies Charitable Pet Foundation and Trust has adopted and implemented a policy that provides for the termination in appropriate circumstances of subscribers and account holders who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Bailey's Buddies Charitable Pet Foundation and Trust Copyright Agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; Identification of the copyright 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;

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; Information reasonably sufficient to permit us to contact the complaining party; 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 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.

For copyright inquiries under the Digital Millennium Copyright Act please contact:

Email: info@baileysbuddies.com

Bailey's Buddies Charitable Pet Foundation and Trust DBA Bailey's Buddies, is an IRC 501(c)(3)

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