



SeattleDogSpot.com Terms & Conditions Agreement

1. Introduction. Welcome to SeattleDogSpot.com owned and operated by SeattleDogSpot, LLC, a State of Washington Limited Liability Company. Please read and review these terms and conditions ("the Agreement") carefully before using or browsing the website. By accessing SeattleDogSpot.com (the "Site") or by otherwise accessing any content, software, products or services available through the Site ("the Content"), you agree to acknowledge, accept and comply with the following terms and conditions of use, which together with our Privacy Policy and Community Guidelines apply to you when you view access, or otherwise use the Site. You hereby acknowledge that these terms and conditions govern your relationship with Seattle DogSpot.com.

The terms "Seattle DogSpot", "Seattle DogSpot, LLC" and "SeattleDogSpot.com" refer to the owners of the site. The term "you" refers to the user or viewer of the site.

2. Binding Nature. If you do not agree to be bound by the terms and conditions of this Agreement, please cease and refrain from using or accessing our services on this Site.

3. Eligibility. Our Site and services are available only to, and may only be used by, individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, our services are not available to children (persons under the age of 18), unless they are using the Site with the authorization and assistance of their parent or guardian and where applicable in compliance with COPPA.

4. Services. Our site is a venue for Seattle, WA area dog owners to interact with other dog owners and to access and receive information on topics, events, services, products, and advertisers of interest to dog owners.

We reserve the sole right to either modify or discontinue the site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Any new features to the services we provide on this site shall also be subject to this Agreement.

Given the nature of changing technology, you understand and agree that temporary interruptions of the services available through this Site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this Site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this Site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.



5. Restricted Activities. You agree to use the Site only to view content and participate in the community as allowed by SeattleDogSpot.com. Users of the Site shall not:

- Upload, post, send or receive any content, or otherwise use the Site, in violation of any applicable law or regulation.
- Upload, post, send or receive any content, or otherwise use the Site in a manner or way that infringes, or may infringe, the copyright, trademark, trade secret or other intellectual property rights of others, or that violates the privacy, publicity or other personal rights of others.
- Upload, post, send or receive any content or information of any kind that is or may be defamatory, obscene, indecent, sexually explicit, threatening, abusive, hateful, harassing or embarrassing to another user or to any other person or entity.
- Upload, post, send or receive any incomplete, false, inaccurate or misleading information.
- Impersonate another person or business.
- Send unsolicited e-mail, including promotions and/or advertising of products or services.
- Attempt to interfere with service to any user, host or network, including, without limitation, by means of uploading, posting or sending any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, interfere with, surreptitiously intercept or expropriate any system, data or information, including by overloading, "flooding," "spamming," "mailbombing," or "crashing" it.
- Use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site.
- Take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.
- Disclose or share your password, if you have one, with any third party or use your password for any unauthorized or illegal purpose.
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising, or in any way making up, any part of the Site.
- Access any content not intended for your use or to log into a server or account that you are not authorized to access.
- Attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization.
- Actions that violate these prohibitions or that otherwise compromise the security of the Site or the SeattleDogSpot.com system or network may result in civil or criminal liability. Seattle DogSpot, LLC will investigate suspected compromises of its security, may take any action it deems necessary or appropriate in response to any contravention of these prohibitions or in response to security compromises, and may cooperate with law enforcement authorities in prosecuting users who are involved in such compromises and/or violations.

6. Information Provided by Third Parties. This Site may link you to other sites on the Internet or otherwise include references to information, advertisements, sales, materials and/or services provided by other parties. These sites may contain information or material that some people may find inappropriate or offensive. These other sites and parties are not under our control, and you



acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied. Further, We do not become involved in the actual transaction between users and advertisers or businesses that are displayed on our Site, we do not control the quality, safety or legality of the transaction, nor can we determine the truth or accuracy of the advertisements, the ability of advertisers or businesses to sell items or perform services, or the ability of users to purchase items or services. We are not liable for any of the foregoing. We also do not guarantee that any transaction will be completed.

7. Breach. Without limiting other remedies, we may limit your activity, immediately remove your directory listings, postings and all other material for which we believe, in our sole discretion, you are the source, warn our community of your actions, issue a warning, and refuse to provide our services to you if, within our sole and independent judgment: (a) you breach, or we anticipate that you are about to breach, this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our users or us. We can also terminate this Agreement at any time, with or without cause.

8. Copyright and Intellectual Property. SeattleDogSpot.com has adopted the following Copyright Policy in accordance with the Digital Millennium Copyright Act (DMCA). SeattleDogSpot.com is not liable for any infringement of copyright arising out of materials posted on the website or items advertised on the website, by the end users ("you") or other third parties. We reserve the right to remove any material or content that we believe is copyrighted or may be copyrighted material. We will notify you of the removal of the material from the website. If you disagree with our decision to remove the material, you may provide us with proof of ownership or evidence of permission to use such content in the form of a counter notice as outlined below to and we will gladly restore the material.

9. Procedure for Submitting Notice of Infringement. If you believe in good faith that your copyright rights are being violated by any of the materials posted on this website, promptly, please file a notice of infringement directed to the address provided below.

To file a notice of infringement with the website owner, you must provide a written communication that sets forth the following items:

- 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 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.



- 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 the service provider to locate the material.
- Information reasonably sufficient to permit the service provider 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.
- 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.
- 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 additional information required for valid notification, see 17 U.S.C. 512(c)(3).

Please send all notice of claims of copyright infringement to:

Seattle DogSpot, LLC

c/o Copyright Claims

2212 Queen Anne Avenue N, #605

Seattle, WA 98109

10. Business, Service, and Classified Directory Listings. SeattleDogSpot.com offers a directory ("Directory") on the Site that will display businesses, services, and dog rescue organizations. Users of the Site may submit listings for display in this directory, although there is no guarantee by SeattleDogSpot.com that all listings will be included or displayed. SeattleDogSpot.com reserves the right to edit and/or remove listings for any or no reason without notice.

These Directory listings may or may not be subject to user fees; depending on the level and type of listing. Users that submit a listing for display in the Directory are responsible for any payment fees up front, before the listing is displayed on the Site.

SeattleDogSpot.com will not post listings for pet stores that sell dogs or puppies. SeattleDogSpot.com will not knowingly post any classified ads offering either pets for sale or free pet adoption.

11. Intellectual Property. Except as otherwise indicated herein, all content on SeattleDogSpot.com, including without limitation, marks, logos and all designs, text, graphics, pictures, photos, sounds, video, articles, messages, information, data, databases, software, source code, files, and the selection and arrangement thereof, (individually and collectively) is the proprietary and exclusive property of Seattle DogSpot, LLC or its licensors and protected by U.S. and International copyright laws.

You may not copy or otherwise reproduce, distribute, transmit, publicly display or perform,



modify, adapt, reformat, frame, translate, reverse engineer, create derivative works or uses of the Sites or the Site content, or otherwise commercially exploit any of the Site content, in whole or in part, except as expressly provided in these Terms and the intended functionality of the Sites or by applicable law pertaining to the fair use of copyrighted works.

You may not remove or modify any copyright, trademark, or other proprietary notices that have been placed on the Sites or in the Site content or any other material or content accessible via the Sites.

Unauthorized access and use of the Site content may also violate applicable state, federal and international laws, including without limitation, laws pertaining to the protection of copyrights, trademarks, misappropriation of trade secrets, and electronic communications.

Designations of origin of our goods and services, including without limitation, logos, graphics, designs, icons, animations, sounds, colors and combinations thereof (the "trade dress") are trade names, service marks and trademarks ("Trademarks") of Seattle DogSpot, LLC as permitted by law governing the fair use of names and marks, neither you nor any third party may use or register the Trademarks in connection with any product or service or web site (including domain names) in any manner without the prior written permission of Seattle DogSpot, LLC.

All other names and trademarks mentioned in the Sites are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply an endorsement, sponsorship or affiliation with Seattle DogSpot, LLC or SeattleDogSpot.com.

12. Control Over Changes. SeattleDogSpot.com reserves the right to change any of the terms and conditions contained in this Agreement or any policies or guidelines governing the Site or services, at any time and in its sole and independent discretion. Any changes will be effective upon the posting of the revisions on the Site. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. Your continued use of this Site and the services following SeattleDogSpot.com posting of any changes will constitute your acceptance of such changes or modifications. If you do not agree to any changes to this Agreement, do not continue to use the services or this Site.

13. Privacy. We only use your information as described in our Privacy Policy. SeattleDogSpot.com may change the Privacy Policy in the future and it will be binding upon you. You should check the Privacy Policy frequently for changes.

14. No Warranty. WE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS PROVIDE OUR SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE,



OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

IN ADDITION, WE SPECIFICALLY DISCLAIM ALL WARRANTIES THAT THE SITE OR THE SERVICES OFFERED WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; THAT THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THE SITE WILL BE AS REPRESENTED BY PROVIDERS, AVAILABLE FOR SALE AT THE TIME OF OFFER, LAWFUL TO SELL, OR THAT PROVIDERS WILL PERFORM AS PROMISED; ANY IMPLIED WARRANTY ARISING FROM COURSE OR DEALING OR USAGE OF TRADE; AND ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF SEATTLEDOGSPOT.COM. TO THE FULL EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SEATTLEDOGSPOT.COM DISCLAIMS ANY AND ALL SUCH WARRANTIES.

15. General Release. BECAUSE SEATTLEDOGSPOT.COM IS, IN PART, A VENUE FOR INTERACTIONS BETWEEN USERS AND ADVERTISERS, IF A DISPUTE ARISES BETWEEN ONE OR MORE USERS OR BETWEEN A USER AND AN ADVERTISER, EACH OF YOU RELEASE SEATTLEDOGSPOT.COM, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES. YOU WAIVE THE PROTECTIONS AFFORDED BY CALIFORNIA CIVIL CODE Â§ 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. YOU ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL TERM OF THIS AGREEMENT, AND THAT WITHOUT SUCH WAIVER, THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY SEATTLEDOGSPOT.

16. Limitation of Liability. SEATTLEDOGSPOT SHALL NOT BE LIABLE TO YOU OR ANY ENTITY FOR ANY DAMAGES OF ANY SORT OR TYPE ARISING IN CONNECTION WITH ANY ASPECT OF THESE TERMS AND RELATED POLICIES. FURTHER, IN NO EVENT SHALL SEATTLEDOGSPOT.COM, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS AND SUPPLIERS, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF



SEATTLEDOGSPOT.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS OF NEGLIGENCE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

17. Indemnity. You hereby agree to indemnify and hold harmless SeattleDogSpot.com and its subsidiaries and affiliates, and their respective members, employees and agents, against any and all claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs, and expenses (including attorneys fees) insofar as such losses arise out of your submissions, from your unauthorized use of material obtained through the Site, are based on any claim that content you submit infringes on any trademark, trade name, service mark, copyright, license, publicity right, privacy right, goodwill, patent, or other intellectual property or proprietary right of any third party, your breach of this agreement, or any other such acts arising from your use of the website.

18. Dispute Resolution. You agree to the following dispute resolution policy in connection with any potential claims or disputes arising from your use of this website:

- **Informal Negotiations.** Parties to a dispute concerning the terms and conditions of use, the Privacy or Copyright Policy, or the use of this website will attempt to informally negotiate a potential settlement or resolution to the dispute;
- **Online Arbitration.** In the event that informal negotiations are unsuccessful, the parties agree to follow the American Arbitration Association's online arbitration procedures to resolve the dispute.
- **Binding Arbitration.** If for any reason online arbitration is unsuccessful or unavailable to the parties, parties agree to submit to binding arbitration in the jurisdiction of the City of Seattle.

19. Licenses. SeattleDogSpot.com grants a limited license to each participant to make personal use only of the Site in accordance with this Agreement. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Site and the services (other than the transactions contemplated in accordance with this Agreement), making any derivative work of the Site or the services, the collection and use of participant e-mail addresses or other participant information, ratings or listings, or any data extraction or data mining whatsoever.

You agree that you will not compile, reproduce, republish or resell for any purpose any information on our Site and not use any device, software or routine that may interfere with the operation of the Site. You also agree that you will not communicate to any other member for any purpose other than for the intended purpose of our site.

20. General Provisions. This is the entire Agreement. No delay by either party shall waive rights under this Agreement. This Agreement is governed by, and to be construed exclusively in accordance with, the laws of the State of Washington, USA, without regard to that state's



conflict of laws provisions. No waiver of any breach of this Agreement shall be a waiver of any other provision of this Agreement, and no waiver shall be valid unless in writing signed by the parties.

If any provision of this Agreement is held invalid, such provision shall be restated to reflect, as nearly as possible, the original intention of SeattleDogSpot.com in accordance with applicable law and the remainder of the Agreement shall remain in force. All notices and other communications provided for herein shall be in writing and delivered in accordance with section 20 "Notices". The parties to this Agreement are independent entities and an agency, joint venture, partnership, fiduciary relationship, or any other relationship other than in the nature of independent contractor, shall not arise from this Agreement, and no party has the right or authority to act for, or on behalf of, the other party.

21. Notices. Except as explicitly stated otherwise, all notices to SeattleDogSpot.com shall be given by overnight and postal mail to: **Seattle DogSpot, 2212 Queen Anne Avenue N, #605, Seattle, WA 98109** (in the case of SeattleDogSpot.com) or to the email address you provide to SeattleDogSpot.com during the registration process, if you have registered with the Site. Notice shall be deemed given 24 hours after an email is sent to you based upon the email address contained in your registration records, if one exists, whether or not the email address is valid.