

## **ENGLISH SPRINGER RESCUE AMERICA, INC. (ESRA)**

### **Terms and Conditions ("Terms")**

*Last updated: October 21, 2016*

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.springerrescue.org> website (the "website") operated by English Springer Rescue America, Inc. ("us", "we", or "our").

Your access to and use of the website is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the website.

By accessing or using the website you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the website.

#### ***Purchases***

If you wish to purchase any product or service made available through the website ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

The service may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

#### ***Availability, Errors and Inaccuracies***

We are constantly updating product and service offerings on the website. We may experience delays in updating information on the website and in our advertising on other web sites. The information found on the website may contain errors or inaccuracies and may not be complete or current. Products or services may be

mispriced, described inaccurately, or unavailable on the website and we cannot guarantee the accuracy or completeness of any information found on the website. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

### ***Contests, Sweepstakes and Promotions***

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the website may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

### ***Accounts***

When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the website.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our website or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

### ***Copyright Policy***

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the website infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to [webmaster@springerrescue.org](mailto:webmaster@springerrescue.org), with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the website on your copyright.

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You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the website where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at [webmaster@springerrescue.org](mailto:webmaster@springerrescue.org)

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We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

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You agree to defend, indemnify and hold harmless English Springer Rescue America, Inc. and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the website, by you or any person using your account and password, or b) a breach of these Terms.

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### ***Disclaimer***

Your use of the website is at your sole risk. The website is provided on an "AS IS" and "AS AVAILABLE" basis. The website is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

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## ***Exclusions***

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

## ***Governing Law***

These Terms shall be governed and construed in accordance with the laws of Georgia, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our website, and supersede and replace any prior agreements we might have had between us regarding the website.

## ***Changes***

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our website after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the website.

## ***Contact Us***

If you have any questions about these Terms, please contact us at [webmaster@springerrescue.org](mailto:webmaster@springerrescue.org).