

# **Website Terms of Service**

## **The Riedel and Cody Fund, Inc.**

### **Standard Terms and Conditions**

This Website is operated by The Riedel and Cody Fund, Inc. (“RCF”). These Terms of Service contain important information that governs our Website. Please read them carefully. RCF provides the RCF Website (the “Website”) subject to your compliance with these Terms of Service (“TOS”). By using the Website, you agree to be bound by the terms and conditions set forth below. If you do not wish to be so bound, please exit the Website now.

Your sole recourse for dissatisfaction with the Website, or any products, services, content, or information available on or through the Website, is to stop using the Website and/or those particular services. RCF reserves the right to amend the TOS from time to time by updating this page. Your continued use of the Website will indicate your acceptance of the revised TOS. Please bookmark this page and review it periodically for updates, to ensure that you are familiar with the most current version of our TOS.

As used in these TOS, the term “Affiliates” refers to RCF’s members, subsidiaries, affiliated companies, suppliers, partners, sponsors, and advertisers and includes without limitation all parties involved in creating, producing, and/or delivering the Website and/or its contents.

#### **1. Information and Resources on the Website**

While RCF works hard to include accurate and up-to-date information in the Website, RCF and its Affiliates: (a) make no warranties or representations as to the completeness, accuracy, currency, or availability of anything available (or intended to be available) on or through the Website, and (b) assume no liability or responsibility for any errors or omissions in the content of the Website (regardless of the cause) or for any resulting damages. If you do become aware of an error, please contact us using the form provided in our Contact Us section. Content available through the Website often represents the opinions and judgments of a content provider, member, or other entity not connected directly with RCF. RCF neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made by anyone other than an authorized RCF spokesperson acting in his/her official capacity. Under no circumstances will RCF or its Affiliates be liable for any loss or damage caused by your reliance on information obtained on or through the Website. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other content available on or through the Website. We strongly suggest you consult your own professional advisor(s) before relying on any advice or information you obtain on or through the Website. Your use of the Website is at your own risk. Neither RCF nor any of its Affiliates shall be liable for any direct, incidental, consequential, indirect, or punitive damages, whether under any contract, negligence, strict liability, or other theory, arising out of or in connection with: (a) your access to, or use of, the Website, (b) any products, services, information, activities, and/or materials available on or through the Website, (c) any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy found in or through the Website, regardless of its origin, (d) any breaches of security involving the Website or your account, or any lack of availability or operational problem of the Website, or (e) any viruses or other code that may affect your computer equipment or other property as a result of your use of the Website.

Without limiting the foregoing, everything available on or through the Website is provided to you “AS IS,” without warranty of any kind, either express or implied, including but not limited to the implied warranties of

merchantability, fitness for a particular purpose, and non-infringement. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of these exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

Any warranty that is provided in connection with any products, services, materials, or information available on or through the Website from a third party is provided solely by such third party, and not by RCF or any of its Affiliates.

## **2. Third Party Websites**

Portions of the Website include links to Websites operated by third parties (i.e., Websites not owned or operated by RCF). Use of third party Websites is at your own risk. RCF makes no warranty of any kind in connection with any third party Website or any information, products, services, or materials available on or through any third party Website. RCF and its Affiliates do not endorse, and shall not be liable in connection with, any information or services available on or through any third party Website. Third party Websites may have their own agreements or policies governing use of their Websites.

## **3. Miscellaneous**

These TOS shall be governed by the laws of the State of Connecticut exclusive of its choice of law rules, and without regard to the United Nations Convention on the International Sales of Goods. Any action to be brought in connection with these TOS or the Website shall be brought exclusively in the state or federal courts located in the State of Connecticut, United States of America, and you irrevocably consent to the jurisdiction of such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In the event that any provision of these TOS is held to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary to keep these TOS otherwise in full force and effect.

### **Terms and Conditions for User-Generated Content**

RCF owns and/or operates Websites that permit users (hereinafter "Members" or "Users") to submit or publish content ("User-Generated Websites"). Such User-Generated Websites may include, but are not limited to, message boards, blogs, social networks, and comment boards. By registering or using any User-Generated Websites, you accept and agree to the following Terms and Conditions for User-Generated Content.

#### **1. Eligibility and Registration**

As part of the registration process, you will be asked to select a username and password and you will be responsible for all activities occurring under your username and for keeping your password secure. We may refuse to grant you a username that impersonates someone else, is or may be protected by trademark or proprietary rights law, or is vulgar, offensive or otherwise inappropriate, as determined by us in our sole discretion. You are solely responsible for any and all uses of your username, password, and account.

#### **2. Appropriate Conduct and Content**

Personal use only User-Generated Websites are made available for your personal, non-commercial use only. User-Generated Websites may not be used for any commercial or promotional purpose.

By acceptance of these User-Generated Websites Terms and Conditions, you agree that any information you provide about yourself and your pet is accurate and complete information at the time provided. In particular, you represent that you are 18 years of age or older. In addition, you agree to update any information provided to User-Generated Websites to keep it accurate and complete. If you become a member of a User-Generated Website, your failure to accurately and completely provide, and timely update, information about yourself and pet is reasonable grounds for suspension or termination of your membership.

You may not use User-Generated Websites for any illegal or unauthorized purpose. International users agree to comply with all local rules regarding online conduct and acceptable content, including laws regulating the export of data from the United States or your country of residence. You are solely responsible for your conduct and any data, text, information, photos, links and other content (“Materials”) that you submit, post, and display on User-Generated Websites. We may without notice to you, but shall have no obligation to, refuse, edit, and/or remove Materials that we determine in our sole discretion are unlawful, fraudulent, threatening, libelous, defamatory, obscene or otherwise objectionable, or infringing or violating any party’s intellectual property or other proprietary rights or these User-Generated Websites Terms and Conditions. We also reserve the right in our sole discretion to refuse, edit, and/or remove any content that may be deemed by any User-Generated Website community to be inappropriate without providing you notice.

### **3. Children’s privacy**

We are committed to protecting the privacy of children. The User-Generated Websites are is not intended or designed to attract children under the age 13. We do not collect personally identifiable information from any person we have actual knowledge is under the age 13.

### **4. Illegal and Unauthorized Use**

Examples of illegal or unauthorized uses include, but are not limited to: modifying, adapting, translating, or reverse engineering any portion of the User-Generated Websites; using any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of User-Generated Websites; collecting any information about other Members (including usernames and/or e-mail addresses) for unauthorized purposes; reformatting or framing any portion of the web pages or site images that are part of User-Generated Websites; creating user accounts by automated means or under false or fraudulent pretenses; creating or transmitting unwanted electronic communications such as “spam,” or chain letters to other Members or otherwise interfering with other Member’s enjoyment of the service; submitting Materials of any third party without such third party’s prior written consent; submitting Materials that falsely express or imply that such Materials are sponsored or endorsed by User-Generated Websites; submitting Materials that infringe, misappropriate, or violate the intellectual property, publicity, privacy or other proprietary rights of any party; transmitting any viruses, worms, defects, Trojan horses or other items of a destructive nature; submitting Materials that are unlawful or promote or encourage illegal activity; displaying an advertisement as part of your or your pet’s profile; any automated use of the system, including the use of scripts to send messages or post comments; or submitting false or misleading information.

While RCF prohibits such conduct and content on its User-Generated Websites, you understand and agree that you nonetheless may be exposed to such Materials and that you use User-Generated Websites at your own risk.

## **5. Changes to Terms and Conditions for User-Generated Content**

We reserve the right to modify or terminate any User-Generated Website or service therein for any reason, and without notice, without liability to you, any other Member, or any third party. We also reserve the right to modify these Terms and Conditions for User-Generated Content from time to time without notice. You are responsible for regularly reviewing these Terms and Conditions for User-Generated Content so that you will be apprised of any changes.

## **6. License to Use Materials**

By submitting, posting, or displaying any Materials on or through User-Generated Websites, you automatically grant RCF a worldwide, non-exclusive, royalty-free, irrevocable license to publicly display or re-display such Materials on the User-Generated Websites Website and in all other forms of media (including, without limitation, e-mail blasts and mobile or text messages or applications) that are used by RCF or its agents in connection with the promotion, marketing, use, or expansion of any User-Generated Websites.

You represent to RCF that you own all Materials you provide and/or have the unencumbered legal right to grant the above-referenced license with respect to all Materials you provide. You further represent to RCF that such materials do not infringe any third party copyrights or other third party intellectual property rights. You agree to indemnify RCF for any and all losses resulting from the invalidity or inaccuracy of such representation. Except as expressly authorized by User-Generated Websites, you may not copy, modify, publish, transmit, distribute, perform, display or sell any of RCF's proprietary information, which includes the sum of all postings and photos to the site.

Please do not send to any User-Generated Website or post on any User-Generated Website forum anything that constitutes a trade secret, confidential, or proprietary information. We are not in a position to accept such information, nor can we agree to obligations of nondisclosure or confidentiality with regard to submitted plans or ideas. You agree that any information or materials that you, or individuals acting on your behalf, provide to any User-Generated Website will not be considered confidential or proprietary.

User-Generated Websites includes information and content generated from a wide variety of sources, including board certified veterinarians, trainers, and other professional service providers, as well as, other Users. Users should understand that User-Generated Websites is a place to review and share information -- but the information has not been verified for accuracy and does not represent the opinions or positions of RCF. RCF cannot guarantee the timeliness, accuracy, efficacy, or veracity of any information provided at User-Generated Websites, nor the efficiency or applicability of any advice, opinions or content as they may be interpreted and applied to your pet. RCF's personnel are not and will not be responsible for any misleading, false, or otherwise injurious information and advice communicated on User-Generated Websites, or for any results obtained from the use of such information or advice. RCF and its personnel will not be liable for any loss or damage suffered by a User through the User's reliance on information, content and advice appearing on our Website.

**USER-GENERATED WEBSITES ARE BEING MADE AVAILABLE TO YOU "AS IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND.**