

BSCBAA Terms of Use

The Boykin Spaniel Club & Breeders Association of America (“BSCBAA”) website provides information about the Boykin Spaniel breed and the BSCBAA, the general canine community and beyond. BSCBAA information and services (the “Services”) may be accessed through the BSCBAA website (hereafter the “Site” or “BSCBAA”). These Terms of Use govern your use of and access to BSCBAA. Please read them carefully.

Agreement

By using or accessing BSCBAA and/or the Services, you agree to be legally bound by the Terms of Use and Privacy Policy found at www.theboykinspanielclub.com as amended from time to time (collectively, the “Agreement”). If you do not agree with the Agreement without limitation or qualification, you should not access or use BSCBAA. Your continued use of or access to BSCBAA following any changes made to the Agreement will mean that you also accept and agree to be bound by the changes or any then-current Agreement. Because we reserve the right to modify the Agreement at any time without notice to you, please check them regularly for changes. References to “BSCBAA,” “we,” “Club,” or “us” in the Agreement refer to the Boykin Spaniel Club and Breeders Association of America, which supports and maintains the Site.

Eligibility

To be authorized to access and use BSCBAA you represent and warrant that you (a) are at least 13 years old, (b) are not currently restricted by BSCBAA or any law enforcement agency from accessing or using the BSCBAA Services or not otherwise restricted from having an Account, (c) have the full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party, and (d) will not violate any rights of BSCBAA or a third party, including the intellectual property rights of such third party.

IF YOU ARE NOT AT LEAST 13 YEARS OLD, YOU ARE NOT AUTHORIZED TO ACCESS BSCBAA OR THE SERVICES AND SHOULD LEAVE THE SITE IMMEDIATELY.

Content, License and Warranties

Content Provider / Content. As a Visitor or a member, you may be able to post, submit, provide, transmit, publish, display, or share content with BSCBAA. Such content may be in the form of any media (e.g., text, documents, images, audio content, video content, etc.) including BSCBAA-related materials, information associated with a BSCBAA- related

event, advertising content, or communications with other Members or Content Providers including blog posts, email, messages, etc. (“Content”).

License Grant to Content and Warranties. You grant to BSCBAA a non-exclusive, irrevocable, assignable, sublicenseable, worldwide, perpetual, fully paid-up and royalty-free license to use, copy, display, prepare derivative works of, improve, modify, distribute, publish, remove, retain, process, and commercialize Content that you contribute, upload, transmit or otherwise provide to BSCBAA, in any way now known or in the future discovered, even if such Content has been contributed and subsequently removed by you. Any Content that you contribute to BSCBAA is at your own risk of loss.

Warranty. By contributing Content to BSCBAA, you represent and warrant that (i) you are the author, owner, or are otherwise authorized to contribute the Content, (ii) the Content is true and accurate, (iii) the Content is not confidential, and (iv) does not violate any rights, or infringe or misappropriate the intellectual property rights of any third party.

You are responsible for your own activities and communications on BSCBAA and you are responsible for the consequences of such activities and communications. You shall not, and by using or accessing BSCBAA or using the Services, you agree not to do any of the following:

- Post any incomplete, false or inaccurate information or Content that is in any other manner untrue or incorrect.
- Post any information or Content that is subject to copyright protection, unless you are the copyright owner or have the owner’s permission to post such information or Content.
- Post information or Content that reveals trade secrets or proprietary or confidential information, unless you are the owner or have the owner’s permission to post such information or Content.
- Post any information that infringes any intellectual property rights of others or the privacy or publicity rights of others.
- Post information or Content that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another Subscriber, or User, or any other person or entity.

- Post information or Content that includes or uses terms or phrases that are false or misleading, profane, intended to disguise profanity or vulgarity, or patently offensive or obscene.
- Post any type of inappropriate and/or sexually explicit language or content.
- Post any information that:
 - is inappropriate for a minor child less than eighteen years of age,
 - seeks to establish an inappropriate meeting or communication with such minor child, or
 - advertises an event or activity not associated with BSCBAA, Boykin Spaniels, , or that is directed to such minor child.
- Post solicitations, advertising, chain letters or any other information that is in any way associated with an unlawful scheme or to impersonate another person or entity.
- Post content that contains viruses, Trojan horses, worms, or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

Limited License to Site Content

For the purposes set forth above, BSCBAA grants you a limited personal, non-exclusive, non-assignable, non-transferable, and revocable license to access, use and display Site Content (defined below) associated with the Services. You must retain intact all copyright, trademark, proprietary and other notices when accessing, using, or displaying the Site Content. Unauthorized use, copying, printing, duplication, distribution, transmission, creation of derivative works, reuse, reproduction, publishing, licensing, sublicensing, transferring, selling, renting or translating, in whole or in part, of any BSCBAA webpage, Site Content, Services, BSCBAA software or BSCBAA user interface content including without limitation text, graphics, sounds, videos, images, logos, button icons, materials and software that has been modified, merged and/or included in BSCBAA, and/or any compilation thereof (the "Site Content") in any manner without the express prior written permission of BSCBAA is expressly forbidden, and you so agree. You acknowledge that you may not sublicense, transfer, sell, rent or assign this license, the Site Content or the Services. Any attempt to sublicense, transfer, sell, rent or assign this license, the Site Content, or the Services shall be null and void.

BSCBAA Content Disclaimer

All Site Content including the Services are provided “AS-IS.” You access and use the Services and all Site Content at your risk. The Services and Site Content may include inaccuracies, errors or information that is incorrect or out of date. BSCBAA makes no representation about, or warranty of the accuracy, reliability, completeness or timeliness of the Site Content, the Services, any use of or access to BSCBAA or the Site Content, or any hosted applications, programs, or other things provided or made available through BSCBAA. BSCBAA is not responsible for any information contained in a message, communication, or transmission by or between you and other Users, Visitors, members or Content Providers.

Trademarks/Copyrights

The Site Content, including but not limited to the letters and service marks, the BSCBAA logo and/or name, other BSCBAA logos, letters and service marks, and/or name, or any taglines, titles, trade dress, and registered and unregistered services marks or trademarks (collectively, hereinafter referred to as “trademarks”), are protected under United States copyright, trademark and/or other laws, and are the property of BSCBAA, and/or BSCBAA licensors. Any unauthorized use of the Site Content may violate applicable copyright, trademark, intellectual property, and other laws (some of which provide criminal remedies). You may not sell or modify the Site Content or reproduce, display, distribute, or otherwise use the Site Content in any way for any public or commercial purpose, including but not restricted to the adaptation of the BSCBAA software, HTML code, or any other code that BSCBAA creates. You shall not display, disparage, dilute, or taint our trademarks or use any confusingly similar marks or names, or use our trademarks in such a way that would misrepresent or cause confusion as to who the proper owner of such trademarks is.

Restrictions

No Illegal Use. You shall not use BSCBAA to create, transmit, distribute, store or destroy any Site Content (a) in violation of any applicable law or regulation, (b) in a manner that infringes copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

Information Security. You are prohibited from violating or attempting to violate the security of the Site, the Services, or any equipment, software, or devices on which the Site or the Services are hosted, displayed, provisioned or otherwise depend including without limitation, (a) gaining or attempting to gain access to any account, data, Service,

Site Content, or information for which you are not authorized, (b) attempting to penetrate a system, network, or application by probing, “phishing,” scanning or testing the vulnerability of the system or network or to breach security or authentication measures without proper authorization, (c) engaging or attempting to engage in a denial of service attack or any other type of electronic attack for the purposes of causing the Services to become impaired or inoperable, or interfering with the availability of Services or Site Content through techniques including without limitation, uploading malicious software (e.g., a virus, worm, Trojan horse, etc.), “packet flooding,” “spoofing” or “spamming,” or (d) forging any packet content or any part of any Site Content or Service. Violations of system or network security may result in civil or criminal liability. Any occurrences that may involve such violations are subject to investigation by BSCBAA, respective agents, and/or law enforcement authorities in prosecuting any Visitor, member, or Content Provider involved in such violations.

Specific Prohibited Uses. BSCBAA specifically prohibits and you agree not to use the Services, or any Site Content or BSCBAA Content for any of the following:

- To take any action that imposes an unreasonable or disproportionately large load on BSCBAA, the equipment, or the network on which BSCBAA is hosted.
- To attempt to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of BSCBAA.
- To frame any Services, Site Content, or information relating thereto without prior express written permission from BSCBAA.
- To collect information about other Visitors, members or Content Providers for the purpose of sending, or to facilitate or encourage the sending of, unsolicited bulk or other communications, or for any other purpose not explicitly authorized by us.
- To falsify, conceal, or modify information identifying yourself or another Subscriber, including Internet Protocol header information.
- To stalk, threaten, or harass any Visitor, member, Content Provider, or other person, whether in a cyber environment or in the real world.
- To commit any wrongful or unlawful acts, criminal acts, acts of terrorism, or any other unlawful or illegal activity.
- To knowingly make any untruthful, defamatory, misleading, malicious or false statements relating to a Visitor, member, Content Provider, or BSCBAA.

Release of Liability

Release from Dealings between Subscribers and/or Visitors. Because authentication on the Internet is difficult, BSCBAA cannot and does not confirm that each Visitor, member or Content Provider, is who she, he, or it claims to be or that her, his or its Content or

other posted information is truthful, complete, non-defamatory, or accurate. You acknowledge and agree that your access to or use of BSCBAA and the Services, and any action you take concerning your Content or other information is your voluntary action for which you are exclusively responsible. There is always a certain risk when transmitting such information over the Internet or some other public or proprietary network, and you assume such risk by submitting Content or information to BSCBAA and by making or authorizing transmission of such Content or information to others. It is your responsibility to take precautions that you deem suitable to assure the identity of any Visitor, member, Content Provider or person with whom you communicate or interact, and to assure that any information provided by such member, Content Provider, or person on which you intend to rely is reasonably accurate and complete. BSCBAA does not and cannot be involved in or control the dealings or meetings between Visitors, members or Content Providers that access BSCBAA. Accordingly, in the event that you have a dispute with another Visitor, member or Content Provider, you agree to the fullest extent permitted by applicable law to forever release BSCBAA, its respective agents, employees, officers, directors, members, volunteers and managers from claims, demands and damages (actual and consequential, direct and indirect) 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. If you are a California resident, you waive, to the fullest extent permitted by applicable law, California Civil Code §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." BSCBAA is under no legal obligation to, and generally does not control the information provided by other members or Content Providers and which is made available through BSCBAA. By its very nature, information posted or communicated by other Subscribers or Content Providers may be offensive, harmful, inaccurate, defamatory or incorrect, and in some cases may be mislabeled or deceptively labeled. You agree to use caution and common sense when using or accessing the Services.

Not Responsible For Offensive Posts. BSCBAA acts as a passive conduit for the online receipt, distribution and publication of Content or other information submitted by and between or among Visitors, members or Content Providers related to Boykin Spaniels and/or the BSCBAA. BSCBAA has no obligation to screen or monitor communications or information in advance and is not responsible for screening or monitoring Content or information posted by, Visitors, members or Content Providers. If BSCBAA is notified or otherwise becomes aware of any communication, information or Content that is posted by a Visitor, member or Content Provider, which allegedly does not conform to these Terms of Use or are abusive, illegal, or disruptive, BSCBAA may investigate the allegation and determine in good faith and in its sole discretion whether to remove or request the removal of the communications, information or Content ("**Offensive Post**"), suspend

such member's or Content Provider's use of or access to the Site and/or the Services. BSCBAA reserves the right to expel and/or deny access to Visitors, members or Content Providers to prevent their further access to the Site and/or the Services for violating the Agreement or any applicable laws. BSCBAA further reserves the right to remove, erase or over-write Offensive Posts or any information or content in connection therewith. BSCBAA may take any action at any time with respect to Visitor-, member- or Content Provider-submitted information or Content that it deems necessary or appropriate if, in its sole discretion, it believes it may create liability for BSCBAA, harm any other Visitor, Subscriber or Content Provider or may cause BSCBAA to lose (in whole or in part) the services of its Internet Service Providers, Application Service Providers, or other suppliers.

Limitation of Liability and Disclaimer of Warranties

YOU AGREE THAT USE OF OR ACCESS TO BSCBAA AND THE SERVICES IS ENTIRELY AT YOUR OWN RISK. BSCBAA AND THE SERVICES ARE PROVIDED "AS-IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY FOR INFORMATION, THE SERVICES, UNINTERRUPTED OR ERROR FREE ACCESS OR USE OF THE SITE AND SERVICES, OR PRODUCTS PROVIDED THROUGH OR IN CONNECTION WITH BSCBAA OR THE SERVICES, INCLUDING WITHOUT LIMITATION OUR SOFTWARE OR SERVICES LICENSED TO YOU AND THE RESULTS OBTAINED THROUGH BSCBAA (UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION).

SPECIFICALLY, WE DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO THE BSCBAA SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION ANY AND ALL: (A) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY OR CONTENT OF INFORMATION, PRODUCTS OR THE SERVICES; (B) WARRANTIES OF TITLE; (C) WARRANTIES OF NON-INFRINGEMENT; AND (D) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY, INOPERABILITY OR TRANSMISSION, COMPUTER VIRUS, MALICIOUS SOFTWARE, CYBER- ATTACK, 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. YOU SPECIFICALLY ACKNOWLEDGE THAT WE ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER VISITORS, SUBSCRIBERS, OR CONTENT PROVIDERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

NEITHER WE NOR ANY OF OUR AGENTS, AFFILIATES, OTHER AFFILIATED PERSONS OR ENTITIES, CO-BRANDERS, PARTNERS OR CONTENT PROVIDERS SHALL BE LIABLE FOR ANY DIRECT (IN EXCESS OF THE LIMITATION OF LIABILITY HEREINAFTER PROVIDED), INDIRECT OR INCIDENTAL DAMAGES, LOST PROFITS OR DATA, OR SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF USE OF BSCBAA OR THE SERVICES, OR INABILITY TO GAIN ACCESS TO OR USE OF BSCBAA OR THE SERVICES WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BSCBAA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL BSCBAA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT OF FIFTY DOLLARS.

YOU HEREBY ALSO ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL COMMUNICATIONS, INFORMATION AND CONTENT POSTED ON BSCBAA.

Links to Other Websites

BSCBAA provides, or may from time to time provide, links to third party websites via which third party services or third party content can be accessed or downloaded. Because we have no control over such third party websites, services or content, you acknowledge and agree that BSCBAA is not responsible for the availability, content, services, acts or omissions of such external websites or resources or their owners, and does not endorse and is not responsible or liable for any content, advertising, products, services, or other materials on or available from such websites or resources. You further acknowledge and agree that BSCBAA is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of or reliance on any such content, advertising, products, services or other materials available on or through any such website.

Termination

Your use of or access to the BSCBAA Site and/or the Services is at the discretion of BSCBAA and may be suspended or terminated at any time in the sole discretion of BSCBAA. In the event of any such suspension or termination, BSCBAA will not be responsible for any lost opportunities or other damages or loss that you may incur as a result of such suspension or termination. Upon any breach by you of this Agreement, BSCBAA reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your Content, or communications with BSCBAA and immediate termination of your Account.

Indemnity

You agree, to the fullest extent permitted by applicable law, to forever hold harmless, defend and indemnify BSCBAA, its respective directors, officers, members, volunteers, supporting organizations, successors, and assigns other affiliated persons or entities, (“**Indemnified Parties**”) from and against any and all loss, cost, claims, liabilities, damages, disputes and expenses, including without limitation reasonable attorney’s fees and court costs, arising out of:

- (i) Your violation of any of the terms of this Agreement, or any information, software, files, messages or other Content posted to BSCBAA by you;
- (ii) Your uploading, posting, or otherwise using BSCBAA in any way whatsoever to make public any Content or information that is defamatory, slanderous, libelous, false, dishonest, unfounded, untruthful, inaccurate with respect to another Visitor, member, Organization or any third party;
- (iii) Your use of and access to the Services;
- (iv) Your violation of any third party right, including without limitation any copyright, property, or privacy right; or
- (v) Any claim that your Content, communications, or postings causes damage to or infringes the intellectual property rights, privacy rights, or other rights of a third party;
- (vi) Any claim that any Site Content, Content, communications, or posting, by the another Visitor, member or Content Provider violates any of your rights, is untrue, is defamatory, is disparaging, is inaccurate, misrepresents you, misrepresents a product or service that you provide, or causes any loss, damage, lost opportunity, expense, harm, or injury to you, your agents, successors, or assigns.

The Indemnified Parties reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In that event, you shall have no further obligation to provide defense to the Indemnified Parties in that matter, but shall remain responsible to reimburse BSCBAA and each of the Indemnified Parties for its defense expenses. This section shall survive the termination or cancellation of this Terms of Use or any termination or suspension of your use of or access to all or any aspect of the Services.

Your obligation not to transfer in violation of any law – and Transfer to the United States

If you are located outside of the United States, you are notified and aware that the Content or other information you provide to us is anticipated to be transferred to the United States. Whenever you submit any Content or other information to us, you consent to this transfer and all related transfers, and you promise and agree not to make any transfer (including without limitation, transfers to us) except as permitted by applicable law. We make no representation that the Content, Site Content, the Services or any posted information are appropriate or available for use in locations outside the United States. Access to or use of BSCBAA from jurisdictions where the Services, the Content, or the Site Content or other information or communications, are or may be illegal, is prohibited. If you are an international Visitor, Subscriber or Content Provider (a) you are responsible for compliance with all local laws, (b) you represent and warrant that you are authorized to release to us the information contemplated in this Terms of Use, and (c) you forever release BSCBAA and the Indemnified Parties from claims, demands and damages (actual and consequential, direct and indirect) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any violation of such local laws, and whether or not you may have made us aware of any such matters.

Additional Terms of Use

Certain Content or the Services may be subject to additional or other Terms of Use or other requirements and such other Terms of Use or requirements shall be posted to an area that coincides with such content. By using or accessing such content or services, or any part thereof, you agree to be bound by the additional Terms of Use applicable to such content.

General Provisions

Severability/Waiver. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be automatically reformed and construed so as to be valid, legal, operative, and enforceable to the maximum extent permitted by applicable law while preserving its original intent. The invalidity of any part of this Agreement shall not render invalid the remainder of this Agreement. Additionally, no waiver of any provision of this Agreement or any rights or obligations of either you or us hereunder shall be effective, except pursuant to a written instrument signed by you and us waiving compliance, and any

such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.

Even if we act in a way that you believe to be inconsistent with this Agreement, those actions will not be deemed a waiver or constructive amendment of this Agreement. Similarly, our failure to object to your breach of your obligations under this Agreement does not constitute a waiver of any of our rights.

Compliance with Laws. Each Visitor, member, and Content Provider shall promptly comply, at its own cost and expense, in every material respect with all laws, ordinance, rules, regulations, and requirements of all federal, state, and local governmental authorities that are applicable to the activities or Services pursuant to this Agreement.

No Third Party Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon you and us and our respective permitted successors and assigns. Except as expressly provided herein, there are no third party beneficiaries to this Agreement.

Relationship of the Parties. You and BSCBAA are acting as independent contractors with respect to the activities hereunder. Nothing in this this Agreement shall be deemed to create any type of agency, joint venture, or partnership relationship between you or us. Neither you nor BSCBAA shall have any right or authority to bind or obligate the other in any manner to any third party.

Entire Agreement. This Agreement constitutes the entire understanding and agreement between you and BSCBAA with respect to the transactions contemplated herein and supersedes any and all prior or contemporaneous oral or written communications with respect to the subject matter hereof. No changes to this Agreement shall be made except by a revised posting by BSCBAA.

Section Headings. All Section, subsection, and paragraph headings are provided herein as a convenience only and do not affect the meaning or interpretation of this Agreement.

Governing Law. You agree to the fullest extent permitted by applicable law that any dispute between you and us will be governed by the laws of the United States of America and the State of South Carolina, without regard to conflict of laws principles, and that any legal action brought by one party against the other will be brought exclusively in the appropriate court within the State of South Carolina.

If you are located outside of the United States of America, you agree that to the extent permitted by the applicable governing law, by entering into this Agreement, you voluntarily subject yourself to the jurisdiction of the State or federal courts of South

Carolina, and you agree that you may be sued in those courts and subject to the judgments and orders of those courts.

If you are a citizen of a country that does not permit Internet transactions to be governed by the laws of South Carolina and/or the applicable United States federal law as above referenced in accordance with this Agreement, please immediately cease use of BSCBAA and terminate your account by written notification to us of such termination.

Right to Terminate. We reserve the right to terminate the Services, this Agreement, or your access to or use of BSCBAA at any time without notice for any reason, including, in the case of this Agreement, for your violation of any of its provisions. The provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of this Agreement or termination of your use or access to all or any portion of the Services.

Contact

We hope that you enjoy the BSCBAA website! If you have any questions or comments about this Agreement or BSCBAA, please contact us via email at contact@theboykinspanielclub.com.