Terms And Conditions

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As a user, you agree to abide by the following terms and conditions when accessing or using our services:

## 1. Eligibility

You must be at least 18 years old to use our services. By agreeing to these terms and conditions, you confirm that you meet this requirement.

## 2. User Account

In order to access certain features of our services, you may need to create a user account. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

## 3. Prohibited Activities

When using our services, you agree not to engage in any of the following activities:

* Violating any laws or regulations
* Infringing upon the rights of others
* Spamming or engaging in any other form of inappropriate communication
* Interfering with the normal functioning of our services

## 4. Intellectual Property Rights

All content and materials provided through our services are protected by intellectual property laws. You may not modify, reproduce, distribute, or create derivative works based on this content without our prior written consent.

## 5. Third-Party Links

Our services may contain links to third-party websites or resources. We are not responsible for the availability, accuracy, or content of these external sites and you access them at your own risk.

## 6. Disclaimer of Warranty

We make no representations or warranties regarding the accuracy, reliability, or completeness of the information provided through our services. Your use of our services is at your own risk.

## 7. Limitation of Liability

In no event shall we be liable for any damages, whether direct, indirect, incidental, or consequential, arising from the use of our services or inability to access them. This includes but is not limited to damages resulting from errors, omissions, interruptions, defects, delays in operation, or any other cause.

## 8. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, or liabilities arising out of your use of our services or violation of these terms and conditions.

## 9. Modifications

We reserve the right to modify or discontinue our services at any time without prior notice. By continuing to use our services after any such changes, you agree to be bound by the updated terms and conditions.

## 10. Governing Law

These terms and conditions shall be governed by and construed in accordance with the laws of the United States. Any disputes arising from these terms and conditions shall be resolved through binding arbitration.

## 11. Entire Agreement

These terms and conditions constitute the entire agreement between you and us regarding your use of our services. Any failure on our part to enforce any right or provision of these terms shall not be deemed a waiver of such right or provision.

## 12. Contact Information

If you have any questions or concerns about these terms and conditions, please contact us at battleborndobermans@gmail.com

## 13. Consent to Receive SMS Updates

By submitting your mobile number, you consent to receive SMS messages from Battle Born Dobermans. These may include notifications about puppies, appointments, service outages or promotional offers. Standard messaging and data rates may apply.

## 14. Opt-Out Option

If you no longer wish to receive SMS updates from us, you can opt-out by following the instructions in the message or contacting us directly. Please note that opting out may affect your ability to use certain features of our services.

## Additional Content

Thank you for taking the time to read through our terms and conditions. We value your privacy and strive to provide a safe and secure experience for all users. By agreeing to these terms, you acknowledge that you have read and understood them fully. If you do not agree with any part of these terms, please refrain from using our services.

We reserve the right to update or change these terms at any time, so please check back periodically for any updates. Your continued use of our services after any modifications signifies your acceptance of the updated terms.

We also recommend reviewing our privacy policy, which outlines how we collect, use and disclose personal information obtained through the use of our services.

Thank you for choosing to use our services. We hope you have a positive experience and welcome any feedback or suggestions you may have.

## 15. Puppy Application Contract Terms

All monies are NON-REFUNDABLE Deposit of $500.00 is required to hold a puppy. A SECOND NONREFUNDABLE PAYMENT OF $500 is required at 6 weeks of age. Full balance to be paid at 8 weeks no exceptions. All monies given to Battle Born Dobermans LLC are NON-REFUNDABLE

The kennel name of “Battle Born” will precede the registered name you choose for this puppy (e.g. Your Dog’s Name Battle Born) on AKC registration papers. This allows us to keep track of our puppies.

Violation of this clause entitles the seller to liquidated damages in an amount of $5,000. Should buyers find themselves in a situation where they can no longer keep or want the animal for any reasons it will be returned to the breeder and the purchase price WILL NOT BE REFUNDED. The seller will allow the buyer to rehome the animal but must contact the breeder first. The breeder will make the final decision where the animal will be rehomed.

Buyers agrees to have puppy examined buy a licensed vet of their choosing within 3 business days of receiving possession of puppy. Proof of the examination must be provided to seller within the 3 business days via email to seller at battleborndobermans@gmail.com.

Proof of sudden death due to a genetic illness must be provided to the breeder for my vet to reviewed and concurrence that the death was due to a genetic cause, for a replacement puppy. Breeder will be available for the life of this Doberman to answer any questions and provide any help. This Agreement constitutes the entirety of the obligations, rights, and duties of all parties to this contract. No other terms, verbal or written, apply.

 If part of this Agreement is deemed void as a matter of law, the remaining parts shall remain valid and fully enforceable.

This contract is governed by the laws of the state of Nevada. The parties agree that any dispute regarding the subject matter and/or terms of the contract shall be heard in Clark County, Nevada, and no legal action of any kind regarding the terms and conditions of this Contract shall be instituted in any other jurisdiction other than in Clark County, Nevada.

Further, the parties to this contract agree that if legal action of any kind is taken, no party will be responsible for the other party’s attorneys’ fees or costs in an amount in excess of $1,500. Buyer has read this contract, understands fully the contents thereof. Failure of the buyer to live up to this agreement will entitle the seller to reclaim the Doberman and its registration papers which will be transferred back to the seller.

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