

Last updated April 14, 2017

## **Annenberg Pet Space Terms of Use**

These Terms of Use govern your use of the website located at <http://www.annenbergpetspace.org> (the "**Site**") and any other website, microsite, mobile device application, Internet property or related service owned and/or operated by Annenberg Legacy at Playa Vista LLC ("**Organization**" or "**we**" or "**us**"). We refer to the Site and these other properties collectively as the "**Properties**."

BY USING THE PROPERTIES, YOU ACCEPT AND AGREE TO THESE TERMS OF USE. If you do not agree to these Terms of Use, you may not access or otherwise use the Properties.

### **Eligibility**

By using the Properties, you represent and warrant either that you are eighteen (18) years of age or older, or if you are under the age of eighteen (18), that you are at least thirteen (13) and are accessing the Properties with the knowledge and consent of your parent or legal guardian, who will also be deemed to have agreed to these Terms of Use. The Properties are not targeted to nor meant for anyone under the age of thirteen (13).

### **Services**

Organization provides the service to help you find, meet and adopt a pet in need of a forever home. The adoption rules and adoption guidelines for each pet vary depending on the pet. Organization does not make any guarantees that any particular pet will be available for adoption at any particular time. Organization strives to provide up-to-date information about each pet on its Properties, but Organization does not guarantee the accuracy, timeliness, performance, completeness or suitability of the information and content found or offered on the Properties for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and Organization expressly excludes liability for any inaccuracies or errors to the fullest extent permitted by law.

### **Rights in Materials**

As between you and Organization, Organization exclusively owns the Properties, all the content (including, for example, audio, photographs, illustrations, graphics, other visuals, video, copy, software, articles, etc.), code, data and other materials on the Properties (collectively the "**Materials**"), and the look and feel, design and organization of the Properties. This includes all intellectual property and proprietary rights in these materials. When you use or download the Properties you do not acquire any ownership of any such content, code, data or materials.

The Materials (including, without limitation, academic articles and white papers) are only for your personal, non-commercial use. You may not make any commercial use of the Properties, or any content, code, data or materials on the Properties, unless you have received our prior written permission.

Except as we expressly permit, you may not download, display, copy, distribute, modify, perform, transfer, create derivative works from, sell or otherwise exploit any Materials on the Properties. Doing so may violate or infringe copyright and other laws of the United States and/or other countries, as well as applicable local and state laws, and may subject you to liability for such unauthorized use.

### **Trademarks**

The trademarks, logos, service marks and trade names (collectively, the "**Trademarks**") displayed on the Properties are registered and unregistered Trademarks of Organization (or other rights holders) and may not be used in any manner that is likely to cause customer confusion, or that disparages or discredits Organization or the applicable rights holder. You do not receive, by implication or otherwise, any license or right to use any Trademark displayed on the Properties without our prior written permission.

### **User Information**

When you use the Properties, you may be asked to provide certain personal information to us ("**User Information**") such as your name, email address and phone number. Collection and use of User Information under the Properties are subject to the Privacy Policy located at [www.annenbergpetspace.org](http://www.annenbergpetspace.org).

## General Advice Warning

The academic articles ("**Article(s)**") contained on the Site and in the Properties are posted for informational purposes only. The Articles are general in nature and are not intended to be a substitute for professional veterinary medical advice, diagnosis or treatment. Always seek the advice of your veterinary physician or other qualified professional with any questions you may have regarding a veterinary medical condition. Organization does not recommend or endorse any specific tests, veterinarians, products, procedures, opinions or other information that may be mentioned in the Articles or otherwise on the Properties, unless explicitly indicated. Reliance on any information appearing in the Articles or otherwise on the Properties is solely at your own risk.

## Use of the Properties

You are responsible for your use of the Properties and for any use of the Properties made using your account.

Our goal is to create a positive and safe experience when you and others use the Properties. To promote this goal, we prohibit certain kinds of conduct that may be harmful to other users or to us. When you use the Properties, you may not:

- violate any law or regulation;
- violate or infringe Organization's or any other party's intellectual property, privacy, publicity, or other legal rights;
- transmit anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable or inappropriate;
- make statements or post materials that are false or misleading;
- send unsolicited or unauthorized advertising or commercial communications, such as spam;
- transmit any malicious or unsolicited software;
- stalk, harass, or harm another individual;
- impersonate or misrepresent your affiliation with someone else;
- use any means to "scrape," "crawl," or "spider" any Web pages contained in Properties (although Organization may allow operators of public search engines to use spiders to index materials from Properties for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials, and Organization reserves the right to revoke these exceptions either generally or in specific cases);
- register for more than one account on the Properties or register for an account on behalf of an individual other than yourself;
- use automated methods to send more requests to the Organization servers in a given period of time than a human can reasonably produce in the same period by using a conventional Web browser;
- interfere with or disrupt the Properties; or
- advocate, encourage or assist a third party in doing any of the foregoing.

We reserve the right to refuse service or terminate access to the Properties without prior notice for any user who violates these Terms of Use, including, without limitation, the foregoing policies.

## User Registration

Many areas of the Site and Properties are accessible to you without registering your details with us. However, certain areas are only open to you if you register for a user account. By registering and creating a user account on the Site ("**Account**"), you agree that you are solely responsible for the accuracy, content and security of your account information (e.g., e-mail address, name, etc.).

## User Submissions

By submitting any material, including, without limitation, adoption success stories, photographs, comments, feedback, inquiries, and suggestions, (collectively, "**User Submission**") to us, you automatically and irrevocably: (a) grant to us a worldwide, non-exclusive, perpetual, royalty-free, fully-paid, sublicensable and transferable right to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of,

display, perform and otherwise fully exploit, in whole or in part, the User Submission in connection with the Properties and our (and our successors' and assigns') businesses, by any means and in all media now known or hereafter devised; (b) waive all "moral" rights in the User Submission which may be available to you in any part of the world and confirm that no such rights have been asserted; (c) represent and warrant that you own all rights to grant such license without infringement or violation of any third-party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights or any other intellectual property or proprietary rights; and (d) confirm that no such User Submission will be subject to any obligation, of confidence or otherwise, to you or any other person and that we shall not be liable for any use or disclosure of such User Submission. All User Submissions will be reviewed before being published in any form, and therefore, may not be available immediately. You acknowledge and agree that Organization shall have the right, but not the obligation, to publish or otherwise use the User Submission and that Organization has the sole and absolute discretion over the content posted or published on the Properties. We reserve the right, at any time, and without prior notice, to remove or disable access to any User Submission published on the Properties that we, at our sole discretion, consider to be objectionable for any reason, in violation of the law, these Terms of Use or otherwise harmful to the Properties.

### **Indemnification**

To the fullest extent permitted by applicable law, you will fully compensate us and our directors, officers, employees, shareholders, parents, subsidiaries, affiliates, licensors and agents (collectively, "**Affiliates**") (that is, you will indemnify, defend and hold harmless us and our Affiliates) for any and all claims, liabilities, costs and expenses, including reasonable legal fees costs, arising from your use of the Properties or your breach or violation of law or these Terms of Use.

We may, at our own expense, assume the exclusive defense and control of any matter otherwise subject to compensation by you, and in such case, you agree to cooperate with our defense of such claim.

### **Linking; Third Party Websites**

If you include a link to the Site or to any of the Properties on another Website, you must ensure that such link shall open in a new browser window. You agree not to link from any other Website to the Site or to any of the Properties in any way that "frames" any of our content or that surrounds or obscures any portion of the Properties with any other content, materials or branding. We may revoke your right to link to the Properties from your Website at any time upon written notice to you.

You may be able to access or use the Properties from a third-party website (e.g., <https://www.jobs.com> or websites other non-profit organizations and universities, etc.), Internet resource, or software application ("**Linked Site(s)**"). You may also be able to access and use a Linked Site from a link available on the Properties. When clicking on any of these links, you understand that you are entering another website for which Organization has no responsibility. The inclusion of any link to such Linked Sites on any of the Properties does not imply our endorsement, sponsorship, or recommendation of that site or of any product or service offered by that site. We do not promise that the contents of any Linked Site are accurate, compliant with local, state or federal law, including any intellectual property laws. Accordingly, you are responsible for reading the terms of use and privacy statements on all such Linked Sites. Your use of any Linked Site is at your own risk and you assume all responsibilities and consequences resulting from such reliance.

### **Assignment**

These Terms of Use are personal to you, and are not assignable, transferable or sublicensable by you without our prior written consent. We may assign, transfer or delegate any of our rights and obligations under these Terms of Use, including, without limitation, in connection with a merger, acquisition, a sale of assets or by operation of law, without your consent. Any attempted transfer or assignment in violation hereof shall be null and void.

### **DISCLAIMERS**

THE PROPERTIES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED AND ALL SUCH WARRANTIES AND CONDITIONS ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

WE MAKE NO WARRANTIES OR CONDITIONS WHATSOEVER REGARDING THE PROPERTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES REGARDING: INFORMATION AND CONTENT

AVAILABLE ON THE PROPERTIES; UPTIME OR UNINTERRUPTED ACCESS TO THE PROPERTIES; TITLE; NON-INFRINGEMENT; MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WE DO NOT WARRANT THAT THE PROPERTIES OR THE PRODUCTS, SERVICES, CONTENT, FUNCTIONS, OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED, OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED.

USING THE INTERNET MAY EXPOSE YOU TO CERTAIN RISKS. WE ARE NOT RESPONSIBLE FOR ANY VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE PROPERTIES OR FROM DOWNLOADING ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO OR AUDIO FROM THE PROPERTIES.

WE AND OUR AFFILIATES DO NOT WARRANT, ENDORSE, GUARANTEE OR ASSUME RESPONSIBILITY FOR ANY PETS OFFERED FOR ADOPTION OR ADOPTED OR ANY LINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, FROM ANY SHELTER OR RESCUE ORGANIZATION.

WE TRY TO ENSURE THAT THE INFORMATION POSTED ON THE PROPERTIES IS CORRECT AND UP-TO-DATE, BUT IT MAY NOT BE. WE MAY CHANGE ANY OF THE INFORMATION PROVIDED ON THE PROPERTIES AT ANY TIME AND WITHOUT ANY PRIOR WARNING. WE WILL NOT BE LIABLE FOR ANY INACCURACY OR OMISSION CONCERNING ANY OF THE INFORMATION PROVIDED ON THE PROPERTIES.

THE FOREGOING EXCLUSIONS OF EXPRESS AND IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LOCAL LAWS; PLEASE REFER TO YOUR LOCAL LAWS FOR ANY SUCH PROHIBITIONS.

#### **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, NEITHER ORGANIZATION NOR ITS AFFILIATES, NOR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO THE PROPERTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS OF USE, FROM OR RELATING TO THE ADOPTION OF OR ANY OTHER INTERACTION WITH ANY PET, THE PRIVACY POLICY OR YOUR USE OF THE PROPERTIES EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO ORGANIZATION FOR YOUR PURCHASE OF PRODUCTS OR SERVICES VIA THE PROPERTIES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

#### **Applicable Laws**

We control and operate the Properties from our offices in the United States of America and direct such Properties primarily to those residing in Los Angeles and Orange Counties and the geographic area generally known as Southern California. We do not represent that materials on the Properties are appropriate or available for use in locations to which we have not directed the Properties. Persons who choose to access the Properties from locations to which we do not direct the Properties do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable. All parties to these Terms of Use waive their respective rights to a trial by jury.

#### **Termination**

Organization may change, suspend or discontinue any aspect of the Properties or the Properties' services at any time. If you violate any of these Terms of Use, your permission to use the Properties automatically terminates.

#### **Changes to Terms of Use**

Organization may, at its sole discretion, change, add to or remove any portion of these Terms of Use at any time. Changes to these Terms of Use will be effective when posted on the Properties. Your continued use of

the Properties and the services offered on or through the Properties after any changes to these Terms of Use are posted will be considered acceptance of those changes.

### **Arbitration**

You and Organization agree that we will resolve any disputes between us through binding and final arbitration instead of through court proceedings. You and Organization hereby waive any right to a jury trial of any Claim (as defined below). All controversies, claims, counterclaims, or other disputes arising between you and Organization relating to the Properties or these Terms of Use (each a "**Claim**") shall be submitted for binding arbitration in accordance with the JAMS/Endispute Comprehensive Arbitration Rules and Procedures in effect as of the date hereof, including the Optional Appeal Procedure provided for in such rules (the "Arbitration Rules"). The arbitration shall be conducted in Los Angeles County before a single neutral arbitrator appointed in accordance with the Arbitration Rules. The arbitrator's decision shall be controlled by these Terms of Use and any of the other agreements governing your use of the Properties. The arbitrator shall not have the power to award punitive damages against any Party. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, without limitation, any pleadings, briefs, documents, or other evidence submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration or by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

You may not act as a class representative or private attorney general, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only your and/or Organization's individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN THE ARBITRATION RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT YOU OR ORGANIZATION WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

### **Miscellaneous**

The Terms of Use and the relationship between you and us shall be governed by the laws of the State of California, without regard to its conflict of laws provisions.

Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found to be invalid, the parties nevertheless agree that the arbitrator or court should try to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use shall remain in full force and effect.

Effective Date: April 14, 2017