

Terms of Use

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Welcome to the website of the Spay Neuter Illinois Pet Society, NFP (aka S.N.I.P. Society, NFP) . This website is provided at no charge with the express condition that users agree to be bound by the terms and conditions (the "**Terms of Use**") set forth below. These Terms of Use, together with any documents they expressly incorporate by reference, govern your access to and use of the Website, including any content, functionality and services offered on or through Website, whether as a guest or a registered user.

Acceptance of Terms of Use

Please read the Terms of Use carefully before you start to use the Website. By using the Website you acknowledge that you have read and agree to be bound and abide by these Terms of Use. If you do not agree with these Terms of Use, you must not access or use any of the Website.

Changes to Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion without notice to you. You must consult the most recent version of these Terms of Use each time you view the Website. Your continued use of the Website following the posting of revised Terms of Use constitutes your acceptance of the Terms of Use as modified.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in these Terms of Use;
- To transmit, or procure the sending of, any advertising or promotional, including any "junk mail", "chain letter" or "spam" or any other similar solicitation;
- To impersonate or attempt to impersonate S.N.I.P. Society, NFP, a S.N.I.P. Society, NFP, employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm S.N.I.P. Society, NFP, or users of the Website or expose them to liability.

In addition, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Website;
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;

- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Website.

Users under the age of 18

No one under the age of 18 is allowed to register on the Website. While the Website is designed to be appropriate for all users, we will not knowingly collect personal information from users who are under the age of 18. If you are not yet 18 years old, please do not participate in any of the activities on the Website that require you to provide personal information (like making a purchase or signing up to receive the newsletter). We take all required steps to protect the privacy and safety of children in accordance with the Children's Online Privacy Protection Act (COPPA).

Disclaimer of Warranties

YOU AGREE THAT YOU ARE USING THE WEBSITE SOLELY AT YOUR OWN RISK. THE WEBSITE AND ALL OF THE MATERIALS ON OR REFERENCED BY THE WEBSITE ARE PROVIDED ON AN "AS IS" BASIS. S.N.I.P. Society, NFP, HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

IN NO EVENT SHALL S.N.I.P. Society, NFP, BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE WEBSITE OR ANY CONTENT ON THE WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND LOSS OF DATA), AND WHETHER OR NOT CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

By using the Website and its contents, you agree to defend, indemnify and hold harmless the S.N.I.P. Society, NFP, its officers, directors, employees, and volunteers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Privacy Policy

All information we collect on this Website is subject to our [Privacy Policy](#). By using the Website, you consent to all actions taken by us with respect to your information consistent with the [Privacy Policy](#).

Links from the Website

These terms and conditions apply only to the Website. Where the Website contains links to other websites and resources provided by third parties, these links are provided for your convenience only and are not intended as an endorsement by S.N.I.P. Society, NFP, of the organization or individual operating the third party website. We have no control over the contents of such websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

S.N.I.P. Society, NFP, is based in the state of Illinois in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. Please be aware that any personal information you transfer to us will be transferred to the U.S. and will be subject to U.S. law. By using this Website, participating in any activities related to this Website, and/or providing us with information, you consent to the transfer of your personal information to the U.S., and waive any claims that may arise under your own local and national laws.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois. You hereby acknowledge and consent to jurisdiction in Illinois and waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Termination

Your acceptance of these Terms of Use constitutes an agreement between you and S.N.I.P. Society, NFP. This agreement is effective unless and until terminated by either you or S.N.I.P. Society, NFP. You may terminate this agreement at any time by discontinuing use of the Website. S.N.I.P. Society, NFP, may also terminate this agreement at any time without notice, and accordingly deny you access to the Website, if in S.N.I.P. Society, NFP's, sole discretion you fail to comply with any term or provision of these Terms of Use.

Waiver and Severability

No waiver by S.N.I.P. Society, NFP, of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of S.N.I.P. Society, NFP, to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use and the documents incorporated herein by reference constitute the sole and entire agreement between you and S.N.I.P. Society, NFP, with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

Your Comments and Concerns

All feedback, comments, requests for technical support and other communications relating to the Website should be directed to: info@snipsociety.org