Effective October 15, 2011

IMPORTANT: Please review the following Terms of Use (“Terms”) carefully. They are a binding contract between you and The Mutt-i-grees® Curriculum (“Mutt-i-grees” or “our” or “we” or “us”) pertaining to access and use of the services offered, and products, information, content, media, printed materials and “online” or other electronic documentation accessible on and from, www.muttigrees.org and any of its sub-domains and other web sites operated by or for Mutt-i-grees (collectively, the “Sites”).

**1. AGREEMENT TO TERMS.**

The Sites are all offered by Mutt-i-grees to you on the express condition that you accept and abide by these Terms, except as they may be modified from time to time by us, and then as they are changed, modified or amended by us. Mutt-i-grees reserves the right to change, modify, or amend the Terms (“revised terms”) any time, and from time to time, by reasonable notice, including without limitation by posting revised terms on the Sites. Such revised terms shall be binding upon you when you access the Sites. Your access and use of the Sites is conditioned upon your continued acceptance and compliance with these Terms or revised terms. Please read these Terms carefully. Your use of the Sites constitutes your acceptance of these Terms. You should consult the most recent version of these Terms each time you access the Sites. If you are not in agreement with these Terms, please do not access the Sites.

**2. CONTENT.**

A. Mutt-i-grees Site Content: Unless otherwise specifically stated, Mutt-i-grees or its licensors own or are otherwise entitled to use the content on the Sites under the copyright and moral right (as applicable). Mutt-i-grees content, includes without limitation and for example but not limited to, research materials, photographs, illustrations, text, graphics, logos, icons, images, content, sound and video recordings, tutorials, white papers, audio/visual clips and designs (“Materials”). Additionally, Mutt-i-grees owns all of the trademarks, service marks, slogans and logos (collectively, the “Marks”) used and displayed on the Sites, unless specifically otherwise stated. Without the explicit consent of Mutt-i-grees, no Material or Marks may be copied, reproduced, displayed, republished, downloaded, posted, digitized, translated, modified, transmitted, distributed or commercially used or exploited in any way. Any unauthorized use of Materials and Marks may violate copyright, trademark and other laws. We retain all rights not expressly granted. Nothing in these Terms constitutes a waiver of any rights under copyright laws, trademark laws or any other federal, state or local law, regulation, ordinance or treaty or a waiver of moral rights. Nothing in these Terms should be construed as conferring by implication, estoppel or otherwise, any license or right under, or to, any intellectual property right, including without limitation, any patent, trademark, service mark or copyright of Mutt-i-grees or any third party. Mutt-i-grees will allow you to view and print information, documents and Web pages located on the Sites for your own personal use but not for any for-profit or commercial activities or purposes or resale; provided that (i) the copies must retain any copyright, intellectual property, proprietary or other notices or disclaimers contained in the original Materials, (ii) you must give attribution to Mutt-i-grees and if possible provide a reference to the Mutt-i-grees main Web site www.muttigrees.org, (iii) the Material must be printed in its entirety without modification, reformatting, adaptation or adjustment, and (iv) if you combine the Material with other hard copy materials, you must clearly designate which portion of the complete work is Mutt-i-grees Material. No electronic copies are permitted of printed information, documents, or Sites pages. If you share the printed Material with others, you agree to advise any person or entity with whom you share the Material as to these Terms, and they must agree to abide by these Terms. Failure to abide by these Terms will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks and/or other rights owned by Mutt-i-grees or its licensors.

B. Links to Other Sites. Mutt-i-grees may provide links to other third party Internet sites or resources, and Mutt-i-grees may permit others to post its links on certain third party Internet sites or resources. The information provided to you in such linked third party web sites are provided solely for your interactive enjoyment. Mutt-i-grees does not guarantee the accuracy and does not endorse those linked web sites or resources or any information contained on them. Mutt-i-grees has not reviewed and is not responsible for the content or any products or services offered on any third party web sites linked to or from the Sites. Further, the terms and privacy policies of any third party web site may differ from those of our Sites. You are solely responsible for your decisions regarding your access to, and use of, linked third party web sites. Further, the Mutt-i-grees does not solicit or permit the purchase or use of advertisements or commercial endorsements on the Sites by any person or company (including, without limitation, its sponsors, partners or donors). If you choose to click on the links to any of those web sites or otherwise engage in any correspondence or business dealings with or other purchase of products or services from any third party web site you do so on your own initiative and risk. You agree that Mutt-i-grees is not responsible or liable for any losses or damages of any sort incurred as a result of any such initiative or as a result of use of those links.

C. Disclaimer. In certain instances Mutt-i-grees permits third parties to provide opinions and information, and in certain situations, create personal pages for fundraising purposes or other purposes in furtherance of Mutt-i-grees, its mission and stated purposes. Mutt-i-grees may from time to time post articles and other information provided by third parties that might be of interest or benefit to you. You understand, acknowledge and agree that the opinions and information of third parties posted on the Sites are not necessarily those of the Mutt-i-grees or are not endorsed by Animal League.

D. General Indemnification. You agree that you will indemnify and hold harmless Mutt-i-grees, its officers, directors, employees, volunteers, licensors and suppliers from all claims arising out of or related to your access or use of, or your inability to access or use, the Sites or other sites to which they are or may be linked. If your downloading from, or use of Materials from, the Sites results in the need for servicing, repair of equipment or data, or loss of data, you will assume any and all responsibility, liability and costs thereof.

LIMITATION OF LIABILITY. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL MUTT-I-GREES OR THE CONTRIBUTORS OF INFORMATION TO THE SITES OR OUR SPONSORS, LICENSORS OR AUTHORIZED REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOST SAVINGS, OR LOSS OF DATA) ARISING OUT OF YOUR (OR ANY AUTHORIZED USER’S) OR ANY UNRELATED PARTY’S USE OR INABILITY TO USE THE SITES, OR YOUR (OR ANY AUTHORIZED USER’S) OR ANY UNRELATED PARTY’S RELIANCE OR USE OF INFORMATION, PRODUCTS OR SERVICES PROVIDED ON OR THROUGH THE INTERNET, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES OR OTHER DATA LOSS, ERRORS, DEFECTS, DELAYS IN OPERATION, SERVICE OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF THE SITES, EVEN IF WE, OR ANY OF OUR AUTHORIZED REPRESENTATIVES, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN IF THE REMEDIES STATED IN THESE TERMS FAIL THEIR ESSENTIAL PURPOSE.

DISCLAIMER OF WARRANTIES. THE SITES (INCLUDING WITHOUT LIMITATION ALL SERVICES AND CONTENT) ARE PROVIDED “AS IS” AND “WITH ALL FAULTS” WITHOUT WARRANTY OF ANY KIND AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THERE IS NO WARRANTY, REPRESENTATION OR GUARANTEE THAT THE SITES WILL CONTINUOUSLY OPERATE OR BE ERROR FREE OR THAT ANY PROBLEMS WILL BE CORRECTED, OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE FROM THE SITES IS FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. FURTHER, WE DO NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF, OR THE RESULTS OF THE USE OF THE SITES EITHER IN TERMS OF ITS COMPATIBILITY WITH HARDWARE OR OTHER SOFTWARE, ITS RELIABILITY, CURRENTNESS, OR OTHERWISE; AND YOU RELY ON THE SITES SOLELY AT YOUR OWN RISK.

**3. ACCEPTABLE USE POLICY FOR SERVICES & SITES.**

A. General Parameters. You will not, and will not allow or authorize others to, use the Services or the Sites to take any actions that: (i) infringe on any third party’s copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, invasive of privacy, stalking, harassment, abusive, tortuous, hateful, discriminatory based on race, ethnicity, gender, sex or disability, pornographic or obscene; (iv) interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on the Mutt-i-grees or its licensors or suppliers’ infrastructure; (v) involve knowingly distributing viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines; (vi) involve the preparation and/or distribution of “junk mail”, “spam”, “chain letters”, “pyramid schemes” or other deceptive online marketing practices or any unsolicited bulk email or unsolicited commercial email or otherwise in a manner that violate the Controlling the Assault of Non-Solicited Pornography and Marketing Act (CAN-SPAM Act of 2003); (vii) would encourage conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, federal or international laws, rules or regulations; (viii) involve the unauthorized entry to any machine accessible via the Services or interfere with the Sites or any servers or networks connected to the Sites or disobey any requirements, procedures, policies or regulations of networks connected to the Sites, or attempt to breach the security of or disrupt Internet communications on the Sites (including without limitation accessing data to which you are not the intended recipient or logging into a server or account for which you are not expressly authorized); (ix) impersonate any person or entity, including, without limitation, one of the Mutt-i-grees or other’s officers or employees, or falsely state or otherwise misrepresent your affiliation with a person or entity; (x) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Sites; (xi) collect or store personal data about other Mutt-i-grees members, Site users or attempt to gain access to other Mutt-i-grees members information, or otherwise mine information about Animal League members, Site users, or the Sites; (xii) execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Sites’ servers or any data not intended for you; (xiii) attempt to circumvent authentication or security of any content, host, network or account (“cracking”) on or from the Sites; or (xiv) are contrary to the Mutt-i-grees public image, goodwill, reputation or mission or otherwise not in furtherance of the Mutt-i-grees stated purposes.

B. Technical Parameters. In addition you will not, and will not assist, enable or permit others to, directly or indirectly (i) modify, enhance, alter, or prepare derivative works based on any of Mutt-i-grees or its licensors or supplier’s content, software or infrastructure, (ii) decompile, decode, unlock, attempt to discover the source code of, or otherwise reverse engineer, any of Mutt-i-grees or its licensors or supplier’s software or infrastructure, or (iii) sublicense, sell, rent, lease, transfer, assign, or convey any rights under these Terms to any third party, or otherwise commercially exploit or profit from the information or content of the Sites (or any part or portion thereof).

IMPROPER USE OF THE SITES WILL RESULT IN LOSS OF SITES ACCESS AND MAY RESULT IN CIVIL AND CRIMINAL LIABILITIES.

**4. MOBILE MESSAGE CARRIERS / FEES. YOUR WIRELESS PLAN’S TEXT MESSAGE AND DATA RATES MAY APPLY.**

Mobile text message and data service may not be available in all areas. While text message and data participation are designed to work with most major wireless carriers, it cannot be guaranteed that any particular wireless service will be compatible with the Sites. Currently the Sites are compatible with the following wireless services: AT&T Mobility, Cellular South, Cincinnati Bell Wireless, Cricket Communications, Metro PCS, nTelos, Sprint PCS, T-Mobile USA, US Cellular and Verizon Wireless. Wireless services may be changed at any time and from time to time and the right is reserved to add or delete any of the Short Code(s) set forth on the Sites. To participate using text messaging and data service your mobile phone must be capable of sending and receiving text messages and data. Wireless service providers may charge a fee under their cellular service contract or service provider agreement for each text message and data sent and received in connection with the Sites. You may incur text messaging and data charges, as applicable, with attempted connections or attempted Site participation, and corresponding error messages or other messages even if the messages or data do not go through for any reason whatsoever. You are solely responsible for all fees and taxes incurred through their wireless mobile service, for text messages and/or data downloads, or otherwise, associated with Sites participation and use.

**5. TERM AND TERMINATION.**

A. Term of These Terms. These Terms are effective from the date that you first access the Sites and continue in effect until terminated in accordance with these Terms.

B. Termination by Mutt-i-grees. Mutt-i-grees may terminate your access to the Sites or the Services at any time for any reason. Cause for such termination may include, but not be limited to: (i) breaches or violations of these Terms or any provision of these Terms ; (ii) requests by law enforcement or other government agencies; (iii) a request by you (self-initiated); (iv) discontinuance or material modification to the Services (or any part thereof); (v) unexpected technical or security issues or problems; (vi) extended periods of inactivity; (vii) fraudulent or illegal activities performed by or on behalf of you in connection with the Services or the Sites; (viii) discontinuance of the Services as a whole; (ix) a statement by you that you no longer agree to these Terms, or a statement by you otherwise requesting termination of your access to the Services; (x) completion of the Mutt-i-grees or other fundraising event or program in which you are participating; and/or (xi) any other reason reasonably considered by Mutt-i-grees to be in its best interest.

C. No Notice Required. You agree that any termination of your access to the Sites or the Services may be effected without prior notice and you acknowledge and agree that Mutt-i-grees may immediately deactivate or delete all of your related information, files or content and/or bar any access to such information or content by you or others. Mutt-i-grees shall not be obligated to return or provide copies of any information, files or content to you upon deactivation.

D. Continued Purchase/Donation Responsibility. You may deactivate your Mutt-i-grees account at any time subject to full payment of any purchases or donations charged by or to you.  You acknowledge that our entire liability and your exclusive remedy under these Terms for any dispute with us shall be your right to terminate your Mutt-i-grees account in accordance with this section.

E. Surviving Terms. Upon termination, Mutt-i-grees will have no further obligation or responsibility to you with respect to the Services terminated, and you will have no further obligation or responsibility to Mutt-i-grees with respect to the Services terminated or the Sites; provided, however, the foregoing statement does not apply to any liability, responsibility, or obligation of either party existing or arising prior to the effective date of termination. Your obligations under these Terms, which by their nature are intended to survive termination (such as indemnification) shall survive the termination of your access to the Sites or the Services.

**6. DEACTIVATION OF THE SITES.**

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Sites, or any part or portion thereof, with or without notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Sites, or any part or portion thereof. Nothing in these Terms shall be construed to obligate Mutt-i-grees to maintain and support the Sites, or any part or portion thereof, during the term of these Terms.

**9. CHILDREN’S ONLINE PRIVACY PROTECTION ACT OF 1998.**

Mutt-i-grees does not knowingly solicit data from, or knowingly market, to children under the age of 13; and does not request or solicit personally identifiable information from said children. Should Mutt-i-grees receive actual knowledge that it has collected such information Mutt-i-grees will delete that information as quickly as reasonably practical.

**10. PRIVACY.**

Our Privacy Policy governs the collection, use, retention and disclosure of personal information collected from the Sites. You can view our Privacy Policy by clicking here [Privacy Policy](https://education.muttigrees.org/privacy-policy).

**11. DISPUTE RESOLUTION/CHOICE OF LAW.**

To the fullest extent permitted by law, by your access to the Sites, you agree that: (i) any claim, dispute or cause of action regarding the Sites or these Terms shall be brought individually (NOT AS PART OF A CLASS ACTION) in the federal or state courts of the State of New York, and, such claim/dispute/cause of action will be resolved by a judge and THE RIGHT TO A JURY TRIAL IS HEREBY EXPRESSLY WAIVED; (ii) you consent to the personal jurisdiction of such courts as the exclusive tribunal for adjudication of any such claim/dispute/cause of action, expressly waiving any right of forum non convenience, change of venue or like right; (iii) your recovery will be limited to actual out-of-pocket costs involved in specifically accessing the Sites (if any) and you expressly waive your right to all other forms of recovery, including by way of example only, punitive, consequential, indirect, incidental, special and exemplary damages as well as attorneys’ fees for bringing such claim/dispute/cause of action; and (iv) the court shall apply the law of the State of New York in adjudicating any such claim/dispute/cause of action, except for the choice of law/conflict of law rules of the State of New York (or of any other jurisdiction which would result in the application of the law of any jurisdiction other than the State of New York).

**12. EQUITABLE REMEDIES.**

You agree that, if any of the provisions of these Terms are not specifically enforced, we will be irreparably damaged, and therefore you agree that we shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to any breach(es), in addition to any other available remedies.

**13. MISCELLANEOUS.**

A. Severability. If any provision of these Terms is held to be illegal, invalid, or unenforceable, then that provision shall be fully severable and shall not affect the legality, validity, or enforceability of the remaining provisions of these Terms.

B. Failure to Enforce/Non-Waiver. Failure by us to enforce any particular term of these Terms shall not be construed as a waiver of any of our rights hereunder.

C. Headings. Headings are for convenience of reference only and shall not determine in whole or in part the intention or interpretation of any provision.

These Terms constitute the entire agreement between you and Mutt-i-grees with respect to the Sites and the Services.

**14. CONTACT INFORMATION.**

If you have any questions regarding these Terms Of Use, you may write to Mutt-i-grees:  
By mail:

The Mutt-i-grees Curriculum

750 Port Washington Blvd., Port Washington, NY 11050

By email: info@muttigrees.org