

Customer Contract – RescueGroups.org Product/Services

RescueGroups Inc.
PO Box 1245
Bowie, MD 20715

This agreement is entered into on _____ (“Date of Contract”) by and between **RescueGroups** (“Company”), a Maryland corporation, and _____ (“Customer”).

Recitals:

RescueGroups (“Company”) provides use of RescueGroups.org custom application (the “Application”) for facilitation of animal rescue over the World Wide Web; and

Customer seeks use of RescueGroups.org custom application for facilitation of animal rescue over the World Wide Web pursuant to the terms and conditions as set forth in this agreement;

Therefore, in consideration of the mutual promises contained herein, the parties, intending to be legally bound, hereby agree as follows:

1. Licensing

Customer shall be entitled use of the RescueGroups.org Application subject to the terms and conditions of this agreement.

2. Term

The Term of this agreement (the “Term”) shall be one (1) year from the Date of Contract unless terminated earlier pursuant to this agreement

3. Conditions

The Company shall provide use of the RescueGroups.org Application under the following conditions:

- a) Unlimited number of active animals
- b) Maximum of 3 pictures per animal
- c) Adopted animals subject to archiving after 3 months as determined by the Company
- d) One free hostname on .rescuegroups.org domain and DNS by company
- e) Use of all other available functionality contained in RescueGroups.org Application
- f) All other data subject to archiving as determined by the Company

The Customer shall receive use of the RescueGroups.org Applicaton under the following conditions:

- a) The Customer must be in the business of preventing or rescuing homeless animals, educating the community concerning animal overpopulation, or supporting such businesses.
- b) The Customer Organization shall have obtained 501c3 charitable status, or must be in the process of obtaining 501c3 charitable status.
- c) The Customer Organization shall not promote the breeding of animals as determined by the Company. This includes the promotion of the sales of live animals through the use of stores.
- d) The Customer Organization must have a reasonable Spay/Neuter Policy as determined by the Company.
- e) The Customer Organization must be reasonably involved in animal welfare education as determined by the Company.

Renewal of this agreement after the Term of the agreement (defined under heading 2) shall be contingent upon all conditions contained herein. If any of the above conditions are not met at any point during the Term of the Agreement, Company has the right to terminate the Agreement and use of the RescueGroups.org Application at any time at Company's sole discretion.

4. Annual Fee

Customer shall pre-pay the fee for one year of service in the amount of _____ **Dollars (\$_____)**. All payments shall be made via personal check or business check. Customer shall pre-pay each subsequent year of service by the Contract Anniversary Date. If payment for renewal is not received by the Contract Anniversary Date, Company has the right to terminate the Agreement and use of the RescueGroups.org Application at any time at Company's sole discretion.

All Payment shall be in U.S. currency. Except as provided otherwise in this Agreement, all payments are non-refundable. For purposes of identification and billing, Customer agrees to provide Company with accurate, complete, and updated information including its legal name, address, telephone number(s), and e-mail address(es).

5. Domain Registration and Other Services

Customer shall handle all necessary Domain Registration and other related services. Customer agrees to pay to maintain the Domain. Company is not held liable for expiration of the Domain.

6. Termination by Company

Company may terminate this Agreement for any breach of Customer's obligations under this Agreement, including, but not limited to, payment obligations, violation of any conditions described in Section 3, and any violation of Company's Acceptable Use Policy as described in Section 9. In the event of termination, Customer's use and access to the RescueGroups.org Application shall cease immediately. In the event of

termination by Company for reasons not listed in this Agreement, Company will refund Customer for any completely unused months of services.

7. Performance and Service Level Agreements

Customer understands that the Company does not control other networks outside the RescueGroups.org Application, nor is it responsible for performance or non-performance within such networks or within non-Company operated interconnection points between the RescueGroups.org Application and other networks.

Customer understands that Company does not control any servers or other hardware owned by any third party hosting provider that portions of the RescueGroups.org Application may be contained on, nor is it responsible for the performance or non-performance of such servers and other hardware.

Company will consistently monitor and attempt to expedite all processes related to the addressing of server performance and network performance issues. However, as stated in the previous two paragraphs, Company shall not be held responsible for such issues.

Company will address all performance issues within the RescueGroups.org Application that affect the Company's defined functionality of the Application within 48 hours of discovery of said issue by the Company. Company agrees to provide a minimum of 1 hour per day of Application Development effort toward the resolution of said issue until said issue is resolved.

Customer is responsible for all of their data, updates of their data, and other manipulation of their data, including but not limited to Animal Descriptions and Data, Animal Media (including pictures), Application Data, and static page content. Company will not be held responsible for loss of Customer data.

8. Indemnification

Customer agrees that it shall defend, indemnify, save, and hold Company harmless from any and all demands, liabilities, losses, costs and claims, including all attorney's fees asserted against Company, its agents, its customers, officers, directors, employees, and volunteers, that may arise or result from any service provided or performed or agreed to be performed or any product or any animal sold by Customer, its agents, employees, volunteers, or assigns. Customer agrees to defend, indemnify, and hold harmless Company against any and all demands, liabilities, losses, costs and claims, including all attorney's fees arising out of (1) any injury to person or property caused by any product or animal or information sold or otherwise distributed in connection with the RescueGroups.org Application; (2) any material or content supplied by Customer infringing or allegedly infringing on any proprietary rights of a third party; (3) copyright infringement; and (4) defective products or animals sold to third parties from the RescueGroups.org Application.

- 9. Acceptable Use Policy** (include privacy of email)
- a. **Illegal Use**: Customer may only use the RescueGroups.org Application for lawful purposes. Transmission, distribution, or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.’
 - b. **System and Network Security**: Violations of system or network security are prohibited, and may result in criminal and civil liability. Company will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. Examples of system or network security violations include, without limitation, the following: (1) unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (2) unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network; (3) interference with service to any user, host, or network including, without limitation, mailbombing, flooding, deliberate attempts to overload a system and broadcast attacks; or (4) forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.
 - c. **E-Mail**: Sending unsolicited mail messages, including, without limitation, commercial advertising and informational announcements, is explicitly prohibited. Customer shall not use another site’s mail server to relay mail without the express permission of the site. Posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting, also known as “SPAM”) is explicitly prohibited. All email addresses obtained through the RescueGroups.org Application are to be solely used for communication between the Customer Organization and the owner of said email address on an individual basis. Customer shall not sell or relinquish in any way any email addresses obtained through the RescueGroups.org Application. Customer shall not send any bulk email, advertising email, or any other unsolicited email to any email addresses obtained through the RescueGroups.org Application.
 - d. **Consequences of Violation**: Indirect or attempted violations of the policy, and actual or attempted violations by a third party on behalf of a company customer or a customer’s end user, shall be considered violations of the policy by such customer or end user. Violation of this Acceptable Use Policy by a Customer may result in temporary suspension or permanent termination of service, at Company’s sole discretion. Company does not issue service credits for any outages incurred through service disablement resulting from Acceptable Use Policy violations.
 - e. **Modifications**: Company reserves the right to add, delete, or modify any provisions of this Acceptable Use Policy at any time without notice.

10. Data Maintenance Capacity

Customer acknowledges that it has the capacity and/or resources to administer and maintain its data remotely. This constitutes access to internet connectivity and one of the following web browsers: Internet Explorer version 4 or greater, Netscape version 4 or greater. Company does not handle this task(s) and responsibility relies solely on Customer.

11. Disclaimer of Warranty

Except as expressly set forth herein, the RescueGroups.org Application is provided as is, without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability, fitness for a particular purpose, title, compatibility, security, accuracy, or non-infringement. To the fullest extent permissible by law, Company and the affiliates make no warranties and shall not be liable for the use of the RescueGroups.org Application under any circumstances, including but not limited to negligence by Company. Company does not warrant that the functions contained in the RescueGroups.org Application or the support services will be uninterrupted or error-free, that defects will be corrected, that the RescueGroups.org Application or support services will meet any particular criteria of performance or quality, or that the RescueGroups.org Application is free of viruses or other harmful components.

12. Limitation of Liability

Use of the RescueGroups.org Application is at Customer's own risk. Customer assumes full responsibility and risk of loss resulting from its downloading and/or use of files, information, communications, content, or other material (including without limitation software) accessed through or obtained by means of the RescueGroups.org Application. Under no circumstances shall Company or the affiliates, or any provider of telecommunications or network services for company or the affiliates, be liable for any indirect, punitive, special, or consequential damages that are directly or indirectly related to the use of, or the inability to use, the RescueGroups.org Application or support services, even if Company, the affiliates, or their providers of telecommunications or network services has been advised of the possibility of such damages. The total liability of Company and the affiliates hereunder is limited to one half of the amount, if any, actually paid for the current one year term by Customer for access and use of the RescueGroups.org Application and support services. Customer hereby releases Company and the affiliates from any and all obligations, liabilities, and claims in excess of this limitation.

13. Software and Hardware

All software installed on the RescueGroups.org Application Server including software designed and built by Company is copyrighted and licensed and sole

property of Company. The copy, use, and distribution of such software cannot be done without the prior written consent of Company and its vendors where applicable.

14. Third Party Beneficiaries; Assigns

This Agreement is personal to the parties and will inure to the benefit of, and be binding upon, Company and Customer and their respective legal representatives, successors and permitted assigns. Customer shall not assign the Agreement nor any right or obligation hereunder without prior written consent of Company.

15. Dispute Resolution

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this Agreement which is not disposed of by agreement between the parties shall be decided by a court of competent jurisdiction of the State of Maryland in accordance with the laws of that state without reference to its conflict of laws principles. Customer irrevocably agrees to personal jurisdiction in the federal and state courts in Prince Georges' County, Maryland for any action arising out of or relating to your use of the RescueGroups.org Application or the Agreement. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, Customer will not be entitled to attorney's fees, costs, and necessary disbursements in addition to any other relief to which it otherwise may be entitled.

16. No Waiver

No failure by Customer hereto at any time to give notice of any breach by the other party of, or to require compliance with, any condition or provision of this Agreement will be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

17. Headings

All section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or interference shall be derived therefrom.

18. Survival

The parties rights and obligations which, by their nature, would continue beyond the termination or expiration of the Agreement, shall survive such termination or expiration. This includes, but is not limited to, renewal of services.

19. Entire Agreement

This Agreement constitutes the entire agreement between the parties. It supersedes all prior contemporaneous communications, representations, or agreements whether

oral or written with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

20. Understanding of Contract

Customer fully understands all material and wording in this Agreement and agrees with Company's interpretation of said agreement. Customer shall not seek compensation in a court of law in regards to lack of clarity or interpretation of contract different from the interpretation of Company.

IN WITNESS WHEREOF, the parties have executed the Agreement on the day and year first above written.

CUSTOMER:

By: _____

(postion) _____

RESCUEGROUPS Inc.:
