

## Animal Network Terms of Use

**Please refer to this document for the guidelines on the terms of use for this site.**

### ACCEPTANCE OF TERMS

This Terms of Use agreement sets forth the terms and conditions for using the websites of BowTie, Inc. and its corporate affiliates Kennel Club Books, LLC, Global Distribution Services, LLC and Thoroughbred Times Company Inc., (collectively "BowTie"), which include the websites at [www.bowtieinc.com](http://www.bowtieinc.com), [www.animalnetwork.com](http://www.animalnetwork.com), and other BowTie-operated websites corresponding to BowTie's various publications. This Terms of Use agreement constitutes a legally binding agreement between you and BowTie. Please read this agreement carefully before using any of the BowTie Websites, registering for any services offered by BowTie, making any purchases, or activating any account with BowTie. By using the BowTie Websites, you agree that you have read the Terms of Use agreement, understand it and agree to be bound by its terms and conditions, as we may amend from time to time and post on the BowTie Websites. Your use of the BowTie Websites signifies your agreement to these Terms of Use. Likewise, your continued use of any of the BowTie Websites after revisions have been posted indicates your acceptance of such revisions.

### PRIVACY

Your use of the BowTie Websites is governed by the BowTie Privacy Policy, which is incorporated by reference. You agree to BowTie's collection, use and sharing of your information as set forth in the Privacy Policy.

### CHILDREN

Although children under 13 may view the BowTie Websites, we do not permit children under 13 to register for services, like our discussion forums and Fish eClub without express written consent from their parent or guardian, also known as a COPPA release form. We encourage parents or guardians to supervise Internet activity of all children under 18.

### PROPRIETARY RIGHTS

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### PERMITTED USE

Your accessing and viewing of the BowTie Websites is only for your personal, non-commercial use. Aside from page caching and the downloading of a single copy of the BowTie Websites for your own personal, non-commercial use, no other uses are permitted.

### FISH ECLUB

#### Earning Fish eClub Points

To ensure you receive credit for your Fish eClub transactions, please be sure to log in to your account when you visit the Fishchannel.com. Fish eClub Members may track their summary online at [www.fishchannel.com](http://www.fishchannel.com) or by subscribing to receive the Fish eClub eSummary<sup>SM</sup>. Fish eClub eSummary subscribers receive their summary and information every month, regardless of activity level. Your summary includes points earned, along with newsletters and special promotions. If your account has no qualifying activity in any 1-month period, all points in the account will expire. Qualifying activity is defined as redeeming any Fish eClub award or accruing points for any eligible Fish eClub activity.

Points will be credited only to the account of the Fish eClub member.

Except as otherwise explained below, Fish eClub points are not transferable and may not be combined among Fish eClub members, their estates, successors and assigns. Accrued points and awards do not constitute property of the member. Neither accrued points, nor awards are transferable by the member (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law.

Fish eClub points are determined by the activity you participate in and the points are explicitly stated at the point of participation.

Only individual persons are eligible for Fish eClub program membership. Corporations or other entities are not eligible to become Fish eClub members or to accrue Fish eClub points. Only the member named on the account will be entitled to access account information.

#### Fish eClub Award Conditions

To ensure you receive credit for your Fish eClub transactions, please log in to Fish eClub number when you participate in a Fish eClub activity. Fishchannel.com, in its sole discretion, has the right to change the Fish eClub program rules, regulations, awards and special offers at any time with or without notice. This means that the accumulation of points does not entitle members to any vested rights with respect to such accumulated points, awards or program benefits. In accumulating points or awards, members may not rely upon the continued availability of any award or award level, and members may not be able to obtain all offered awards. Any award may be withdrawn or subject to increased points requirements or new restrictions at any time. Fishchannel.com may, among other things, (i) withdraw, limit, modify, or cancel any award; (ii) change program benefits, participant affiliations, conditions of participation, rules for earning, redeeming, retaining or forfeiting points, or rules for the use of points. Fishchannel.com reserves the right to end the Fish eClub program with 30 days notice. Fishchannel.com may amend its rules of the Fish eClub program at any time without notice. Once points are redeemed for awards, all transactions are final. There are not any returns or exchanges allowed. Income tax liability on Fish eClub awards, if any, is the responsibility of the member.

#### General Fish eClub Conditions

At no time may Fish eClub points be purchased, sold or bartered. Any such points are void if transferred for cash or other consideration. Violators may be liable for damages and litigation costs, including Fishchannel.com attorneys fees incurred in enforcing this rule.

Fishchannel.com reserves the right to audit any and all accounts at any time and without notice to the member to ensure compliance with Fish eClub program rules and applicable conditions. In the event that an audit reveals discrepancies or violations, the processing of Fish eClub awards, points accrual and summaries may be delayed until the discrepancies or violations are resolved satisfactorily to Fishchannel.com. Pending such resolution, members may be prohibited from redeeming points for a Fish eClub award in Fishchannel.com's sole discretion.

If Fishchannel.com and/or any Fish eClub participant improperly denies a member points, credit, awards, or some other benefit, the member's exclusive remedy shall be the issuance of the improperly denied credit, award or benefit if available, or such other alternative comparable benefit as determined by Fishchannel.com, which shall have no additional liability whatsoever. In no event shall Fishchannel.com or any Fish eClub participant be liable to any member, or anyone claiming through a member, for any direct, indirect or consequential damages, or lost revenue or profits, arising out of Fishchannel.com or any Fish eClub participant acts or omissions in connection with the Fish eClub program.

#### USER CONDUCT

The BowTie Websites offer a number of activities and opportunities for interaction, which include but are not specific to chat areas, message boards and/or e-mail functions. Prior to participation, we require users to register and provide a username, password and e-mail address. Because of the public nature of the activities on this website, we recommend that you exercise discretion in the type of information you decide to post in our activities. We have no control over the privacy practices of any community user. Likewise, we have no control over the content posted by the users of the activities on this website and cannot ensure that the content will not be objectionable or offensive. Objections to content can be made to fishsupport@fishchannel.com. Although we have no obligation to monitor content, we reserve the right to delete or edit content from any of the activities on this website at any time for any reason.

By participating in the activities on this website, you agree that you will not post any content that:

1. Is vulgar, obscene, profane, sexually oriented, harassing, hateful, threatening, abusive, slanderous, defamatory or invades the privacy of any third party;
2. Is offensive on the basis of race, ethnicity, gender, age, disability, sexual orientation or religion;
3. Violates any rights of any third party, including patent, trademark, trade secret, copyright, right of publicity, moral rights, or other proprietary rights, or any laws;
4. Does not relate to the subject matter of the discussion forum for which you have registered;
5. Contains any viruses, worms or other components intended to provide unauthorized access to third party data or disrupt or damage the functioning of computer hardware, software or telecommunications equipment;
6. Constitutes spam, unsolicited advertising, chain letters or any form of gambling or lottery;
7. Is commercial in nature including, but not limited to any advertising content.

By posting content to any of the activities on this website, you automatically assign to BowTie all right, title and interest in and to such content and grant BowTie the right to use your name or identifying information in connection with such posted content. Although we have no obligation to monitor content, we reserve the right to delete or edit content that you may have submitted at any time for any reason.

#### USER RESPONSIBILITIES

It is solely your responsibility to keep your account information and password secure. Do not disclose your account information, including password to anyone that you have not authorized to use your account. You assume all liability from the use of the BowTie Websites from any users that use your account. You agree to notify BowTie immediately of any unauthorized account use or security breach. BowTie disclaims all liability arising from your failure to keep your account information and password secure.

#### DISCLAIMER

THE BOWTIE WEBSITES AND RELATED SERVICES ARE PROVIDED "AS IS" AND WITHOUT EXPRESS OR IMPLIED WARRANTY. WE DISCLAIM ALL WARRANTIES AS TO THE OPERATION OF THE BOWTIE WEBSITES, THE CONTENT, INFORMATION MADE AVAILABLE THROUGH SUCH SITES, AND GOOD OR SERVICES PURCHASED THROUGH SUCH SITES. TO THE EXTENT PERMITTED UNDER LAW, WE DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, BOWTIE DOES NOT WARRANT THAT USE OF THE BOWTIE WEBSITES WILL BE UNINTERRUPTED, SECURE, OR FREE FROM ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THE BOWTIE WEBSITES IS SOLELY AT YOUR RISK.

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#### LIMITATION OF LIABILITY

BOWTIE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF OR THE INABILITY TO USE THE BOWTIE WEBSITES OR SERVICES AVAILABLE IN CONNECTION THEREWITH. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY TO YOU IN CONNECTION WITH USE OF THE BOWTIE WEBSITES EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE BOWTIE WEBSITES.

#### INDEMNIFICATION

You agree to indemnify and hold BowTie and its subsidiaries, affiliates, partners, directors, officers, employees, agents and representatives harmless from and against any claim or demand, including attorney fees and costs, made by any third party arising out of your use of the BowTie Websites, and content you may have posted, any violation of any third party rights, any violation of the Terms of Use, or any violation of any other law.

#### GENERAL

These Terms of Use and the relationship between you and BowTie shall be governed by the laws of the State of California without regard to its conflict of law provisions. Any action relating to these Terms of Use will be brought exclusively in the federal or state courts located in Los Angeles, California, and you consent to the personal jurisdiction of such courts. No failure or delay by BowTie in exercising any right under these Terms of Use will operate as a waiver thereof. The invalidity or unenforceability of any provision of these Terms of Use will not affect the validity or enforceability of any other provision, all of which will remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the BowTie Websites or these Terms of Use must be filed within one year after such claim or cause of action arose or be permanently barred. The section titles in these Terms of Use are for the convenience of the parties only and have no legal or contractual effect. These Terms of Use, including the Privacy Policy and the Forum Agreement incorporated herein by reference, represent the entire understanding of the parties regarding its subject matter, and supersede all prior and contemporaneous agreements and understandings between the parties regarding its subject matter. You shall not assign your rights or obligations hereunder without BowTie's prior written consent.

#### CLAIMS OF INFRINGEMENT OF COPYRIGHT MATERIAL

BowTie respects the intellectual property rights of others and we expect our users to do the same. If you believe that material posted on the BowTie Websites infringes your copyright, please provide a written notification containing all of the following to our Copyright Agent:

1. A physical or electronic signature of the owner of the allegedly infringed copyright (or such person's authorized representative).



2. A description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at issue, a list of such works.
  3. A description of the material on the BowTie Websites (including the precise websites addresses on which the allegedly infringing material appears) that is claimed to be infringing or to be the subject of infringing activity, with information reasonably sufficient to permit us to locate the material.
  4. Contact information for the complaining party, including address, telephone number, and, if available, an e-mail address.
  5. A statement that you have a good faith belief that use of the allegedly infringing material is not authorized by the copyright owner, its agent, or the law.
  6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of the copyright that is allegedly infringed.
- BowTie does not guarantee that any complained-of content will be deleted or modified. BowTie's Copyright Agent for notice of claims of copyright infringement is:

Content Manager  
Bowtie, Inc.  
3 Burroughs  
Irvine, CA 92618

#### TERMINATION

These Terms of Use are effective until terminated by either party. BowTie may, in its sole discretion, without notice to you, suspend or terminate your use of the BowTie Websites or terminate any account or registration for any discussion forum. You may terminate these Terms of Use at any time, by discontinuing use of the BowTie Websites. However, you are still liable for any violations of the Terms of Use prior to any termination. BowTie shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension of access or use of the BowTie Websites.