

TERMS OF USE AGREEMENT

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Eligibility

Use of the services is limited to parties that lawfully can enter into and form contracts under applicable law. For example, minors are not allowed to use the service.

Privacy

Our Organization respects your privacy. Use of our Site is also subject to the Terms and Conditions of our privacy policy; see Scottierescueflorida.org ‘s privacy policy for additional information regarding your privacy on this website.

If you have questions about these Terms of Use of the Privacy Policy please e-mail stroftreasurer@gmail.com.

Contents and Linking

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Scottish Terrier Rescue of Florida (STROF)
107 Eleventh Avenue N
St. Petersburg, FL 33701.

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Termination

Organization reserves the right at any time to terminate your use of this website if you fail to comply in full with any term of this agreement, or any other terms, agreements, or policies that apply to this website and the use of it.

Indemnification

You agree to indemnify, defend, and hold harmless Organization (including its parents, subsidiaries, and affiliates and all of their respective officers, directors, employees, agents, licensors, suppliers and any third-party information providers) against all claims, losses, expenses, damages and costs (including reasonable attorney fees) resulting from any breach of this agreement or unauthorized use of this website. Your indemnification obligation shall survive the termination of this agreement. At our expense and election, we

reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with Organization in connection with our defense.

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Exclusions and Limitations

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. To the extent a court determines any provisions in this Agreement to be unenforceable; such a determination shall not affect the validity of the remaining terms of this Agreement, which shall remain in full force and effect.

Arbitration and Applicable Law

By visiting and/or using the Organization Website form within the United States, you agree that the laws of the State of

Florida, without regard to principles of conflict of laws, will govern this Agreement and any dispute of any sort that might arise between you and Organization or its affiliates.

IN THE EVENT OF ANY CONTROVERSY, CLAIM OR DISPUTE BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE TERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN

St. Petersburg, FL OR IN THE COUNTY IN WHICH THE CONSUMER RESIDES, IN ACCORDANCE WITH THE LAWS OF THE STATE OF Florida FOR AGREEMENTS TO BE MADE IN AND TO BE PERFORMED IN Florida. THE PARTIES AGREE, THE ARBITRATION SHALL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) PURSUANT TO ITS RULES AND PROCEDURES AND AN ARBITRATOR SHALL BE SELECTED BY THE AAA. THE ARBITRATOR SHALL BE NEUTRAL AND INDEPENDENT AND SHALL COMPLY WITH THE AAA CODE OF ETHICS. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND SHALL NOT BE SUBJECT TO VACATION OR MODIFICATION. JUDGMENT ON THE AWARD MADE BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION OVER THE PARTIES. IF EITHER PARTY FAILS TO COMPLY WITH THE ARBITRATOR’S AWARD, THE INJURED PARTY MAY PETITION THE CIRCUIT COURT FOR ENFORCEMENT. THE PARTIES AGREE THAT EITHER PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN HIS/HER OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF REPRESENTATIVE OR CLASS PROCEEDING. THE PARTIES SHALL SHARE THE COST OF ARBITRATION (NOT INCLUDING THEIR OWN ATTORNEYS FEES), EQUALLY. IN THE EVENT A PARTY FAILS TO PROCEED WITH ARBITRATION, UNSUCCESSFULLY CHALLENGES THE ARBITRATOR’S AWARD, OR FAILS TO COMPLY WITH THE ARBITRATOR’S AWARD, THE OTHER PARTY IS ENTITLED TO COSTS OF SUIT, INCLUDING A REASONABLE ATTORNEY’S FEE FOR HAVING TO COMPEL ARBITRATION OR DEFEND OR ENFORCE THE AWARD.

Special Admonitions for International Use

Recognizing the global nature of the internet, if you use our site from locations outside of the United States, you agree and are responsible for compliance with any applicable local laws. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside. These Terms of Use shall be governed by, construed and enforced in accordance with the laws of the State of

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Additional Dispute Resolution

Any other Disputes will be Resolved as Follows:

If a dispute arises under this agreement, we agree to first try to resolve it with the help of a mutually agreed upon mediator in the following location:

St. Petersburg, FL. Any costs and fees other than attorney fees associated with the mediation will be shared equally by each of us.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, we agree to submit the dispute to binding arbitration at the following location:

St. Petersburg, FL under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitration may be entered in any court with jurisdiction to do so.

By using this website, you agree to abide by this Terms of Use Agreement.

Notice

You agree that Organization may submit any notices to you via either e-mail or regular mail. The service may also provide notices by displaying notices or links to notices to you generally on the service, which notice you also agree Organization may submit to you via e-mail or regular mail.

Changes to Terms of Use

We may periodically change the Terms of Use and the Site without notice, and you are responsible for checking these Terms of Use periodically for revisions. All amended Terms of Use become effective upon our posting to the Site, and any use of the site after such revisions have been posted signifies your consent to the changes.

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