

Terms of Use for the National Kitten Coalition Website

The following are the terms and conditions for use of the National Kitten Coalition's website.

The National Kitten Coalition owns and operates the kittencoalition.org site ("Site"). The following Terms of Use ("Terms") govern your use of the Site.

By using the Site, you agree to be bound by these Terms. These Terms are a legal contract between you and the National Kitten Coalition.

Site Description

The purpose of the Site is to provide information, resources, and related services relating to increasing survival rates of rescued kittens.

Age

The Site is intended for users 13 years of age and older. By accessing the Site, you represent that you are 13 years of age or older. Any minor who uses the site represents that he or she received permission from a parent or guardian.

Changes to Terms

The National Kitten Coalition reserves the right to change these Terms at any time. By using the Site subsequent to any change to these Terms, you agree to be bound by such changes.

Any changes to these Terms will be posted for 30 days prior to such changes taking effect. If the changes involve how we use and/or share personally identifiable information, we will send an email to registered users concerning the changes 30 days prior to the changes taking effect.

National Kitten Coalition Intellectual Property

Other than the exceptions referenced in these Terms or on the Site, all other content on the Site is the property of the National Kitten Coalition including, but not limited to, all marks, logos, trade names, text, documents, pictures, images, video, audio, and other electronic files (referred to hereafter as "National Kitten Coalition Content").

Some of National Kitten Coalition Content may be copyright protected by United States and international copyright laws and treaty provisions. None of National Kitten Coalition Content protected by copyright may be copied, posted, edited, distributed, used to create derivative works of, or reverse engineered without express written permission from National Kitten Coalition, except that you may print out one copy of each Site page for personal, non-commercial use.

Copyright Infringement Notification

If you believe that any content on the Site infringes your copyright and you want the content removed from the Site, please send a detailed message (under the Digital Millennium Copyright Act, the following information must be included in the message) to National Kitten Coalition's designated agent for notice of claims of copyright infringement that includes:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit National Kitten Coalition to locate the material.

4. Information reasonably sufficient to permit National Kitten Coalition to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of 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 the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

National Kitten Coalition's Designated Copyright Agent can be reached using the following information: info@kittencoalition.org or 7371 Atlas Walk Way #212, Gainesville, VA 20155.

The National Kitten Coalition will remove infringing content from the Site.

Other Intellectual Property Infringement

If you believe that any content on the Site violates or infringes your intellectual property rights, other than copyright claims referenced in the previous section, please send a detailed email to info@kittencoalition.org detailing your allegation or complaint.

Prohibited Conduct

In connection with your access and/or use of the Site, you agree not to:

- Collect personally identifiable information or use automated technology such as a robot, spider, or scraper to access, scrape, or data mine the Site;
- Hack into or gain unauthorized access to protected areas of the Site and/or the National Kitten Coalition computers, servers or networks; or
- Destroy or damage any portion of the Site or any computers or systems used by the National Kitten Coalition.

The previous list is not exclusive. The National Kitten Coalition reserves the right to terminate your access to the Site for any behavior the National Kitten Coalition deems inappropriate. You agree to waive and hold harmless the National Kitten Coalition from any legal claims resulting from any action (or inaction) taken (not taken) by the National Kitten Coalition in this regard.

Response/Assistance Form

In order to help people looking for assistance or information related to at-risk kittens, National Kitten Coalition allows users to email questions or concerns to us. National Kitten Coalition does its best to provide timely and reliable information in response to any emailed question, but it cannot guarantee that you will receive any or a timely response, or that any assistance or information you do receive will be helpful, reliable, accurate, legitimate, and/or free from incidents or errors. You agree to waive and hold harmless National Kitten Coalition from any claims or harm you may experience as a result of relying on any information you get from us. As always, a licensed veterinarian should be consulted for any health issues related to a kitten.

Disclaimer

Any information posted on National Kitten Coalition's website is for general information purposes only and should not be construed as medical advice, medical opinion, diagnosis, or treatment. Any information provided is not a substitute for medical attention. See your licensed veterinary health-care professional for your pet's medical advice and treatment, including any pets you do not own and may be fostering on behalf of another individual or organization.

Disclaimer of Warranties

YOUR USE OF THE SITE IS AT YOUR OWN RISK.

THE SITE IS PROVIDED "AS IS." NATIONAL KITTEN COALITION MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WITH RESPECT TO THE SITE. NATIONAL KITTEN COALITION EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE), INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE DISCLAIMER OF WARRANTIES APPLIES TO THE SITE AND ANY GOODS OR SERVICES OFFERED THROUGH THE SITE.

NATIONAL KITTEN COALITION DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT ON THE SITE WILL BE ERROR-FREE, COMPLETE, FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS, UNINTERRUPTED, TIMELY, OR SECURE, NOR DOES IT REPRESENT THAT ANY ERRORS ON THE SITE WILL BE CORRECTED.

NATIONAL KITTEN COALITION DOES NOT PROVIDE VETERINARY SERVICES, AND THEREFORE NOTHING ON THIS SITE SHOULD BE DEEMED ADVICE FROM A LICENSED VETERINARIAN. YOU SHOULD CONSULT WITH LICENSED VETERINARIAN FOR ANY HEALTH ISSUES RELATED TO A KITTEN OR ANY OTHER PETS/ANIMALS IN YOUR CARE.

YOU ASSUME THE ENTIRE COST OF ALL REPAIR IN THE EVENT YOU EXPERIENCE ANY LOSS OR DAMAGE ARISING FROM THE USE OF THE SITE.

Limitation of Liability

IN NO EVENT WILL NATIONAL KITTEN COALITION, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AFFILIATES, AGENTS, LICENSORS, REPRESENTATIVES, ATTORNEYS, AND BUSINESS PARTNERS, BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, ACTUAL, OR OTHER INDIRECT DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES EVEN IF THE COALITION IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF YOUR USE OR INABILITY TO USE THE SITE OR ANY HARM YOU EXPERIENCE RELATED TO THE SITE.

IN NO EVENT WILL THE COLLECTIVE LIABILITY OF NATIONAL KITTEN COALITION OR ITS OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AFFILIATES, AGENTS, LICENSORS, REPRESENTATIVES, ATTORNEYS, AND BUSINESS PARTNERS TO ANY PARTY, REGARDLESS OF THE TYPE OF ACTION WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF \$100.00 OR THE AMOUNT YOU HAVE PAID TO NATIONAL KITTEN COALITION FOR THE APPLICABLE GOOD OR SERVICE OUT OF WHICH THE LIABILITY AROSE.

IF YOU ARE DISSATISFIED WITH ANY PART OF THE SITE, OR DO NOT AGREE TO THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

GIVEN THAT SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. IF THAT IS THE CASE, NATIONAL KITTEN COALITION'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW.

Indemnity

You agree to indemnify, defend and hold harmless National Kitten Coalition, including its officers, owners, directors, employees, volunteers, affiliates, agents, licensors, representatives, attorneys, and business partners (“Indemnified Parties”), from and against any and all claims, demands, losses, costs, damages, liabilities, judgments, awards, and expenses (including attorneys' fees, costs of defense, and direct, indirect, punitive, special, individual, consequential, or exemplary damages) National Kitten Coalition or any of the Indemnified Parties suffer related to your use of the Site and/or your breach of these Terms. Your indemnification obligation shall survive the termination of these Terms.

Geographic Scope

National Kitten Coalition operates the Site in the United States, and the Site is intended only for users within the United States. If you use the Site outside the United States, you are responsible for complying with your local laws. By using the Site, you agree that personally identifiable information and other non-personal data about you may be transmitted to the United States.

Miscellaneous

Your use of the Site is also governed by National Kitten Coalition’s Privacy Policy which can be found on our website. This Privacy Policy is incorporated by reference into these Terms.

The Site may contain links to external sites not controlled or affiliated with National Kitten Coalition. National Kitten Coalition is not responsible for the content at the linked sites, nor does the presence of links imply that National Kitten Coalition reviews, approves, recommends, or endorses the linked sites or web content.

Any dispute relating to these Terms or the Site are governed by the laws of Virginia without regard to any conflict of laws’ provisions. You irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of Virginia (USA) for any litigation relating to the Site, waive any objection to the venue of any such litigation in Virginia courts, and agree not to plead or claim in any Virginia court that such litigation brought therein has been brought in an inconvenient forum.

If any part of these Terms is determined by a court to be unenforceable, the remaining language of the Terms will remain in full force and effect.

These Terms constitute the entire agreement of the parties with respect to the Site and supersede all prior oral, written, or electronic communications, promises and proposals between you and National Kitten Coalition.

National Kitten Coalition’s failure to enforce any portion of these Terms is not a waiver of such portion.

The proprietary rights, disclaimer of warranties, representations made by you, waiver and hold harmless promises by you, indemnity, and limitations of liability obligations shall survive the termination of these Terms.