Terms of Use

***Last updated June 9 , 2021***

Welcome to the AnimalTrack app ("AnimalTrack" or the "app"). The following Terms of Service, govern all use of the AnimalTrack iOS App and Android App and all content, services and products available at or through the apps and apps (collectively, the "App").

Please read this Agreement carefully before accessing or using the AnimalTrack app. By accessing or using any part of the app, each user ("You", "Your" or "User") agrees to the terms and conditions of this Agreement. If You do not agree to all the terms and conditions of this Agreement, You should not access the app or use any services made available via the app. The AnimalTrack app is available only to individuals who are at least 13 years old, unless parental permission has been obtained.

1. **Your AnimalTrack Account and Site.** If You create an account on the app, You are responsible for maintaining the security of Your account, and You are fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You must not post content to Your account in a misleading or unlawful manner, including in a manner intended to trade on the name or reputation of others. AnimalTrack may, at its discretion, change or remove any content that it considers inappropriate or unlawful. You must immediately notify AnimalTrack of any unauthorized uses of Your account or any other breaches of security. AnimalTrack will not be liable for any acts or omissions by You, including any damages of any kind incurred as a result of such acts or omissions.
2. **Responsibility of Contributors.** If You post material to the app, or otherwise make (or allow any third party to make) material available by means of the app (any such material, “Content”), You are entirely responsible for the content of, and any harm resulting from, that Content. That is the case regardless of whether the Content in question constitutes text, graphics, an audio file, or computer software. By making Content available, You represent and warrant that:
   * the Content does not contain or install any viruses, worms, malware, Trojan horses or other harmful or destructive content;
   * the Content is not spam and does not contain unethical or unwanted commercial content designed to drive traffic to third party sites or boost the search engine rankings of third party sites, or to further unlawful acts (such as phishing) or mislead recipients as to the source of the material (such as spoofing);
   * You will post only Content that is relevant to AnimalTrack and at a rate and volume that does not hinder other Users' ability to use AnimalTrack;
   * the Content is not libelous or defamatory, does not contain threats or incite violence towards individuals or entities, and does not violate the privacy or publicity rights of any third party;
   * Your account details do not mislead others into thinking they represent another specific person or organization (unique pseudonyms are allowed). For example, Your login name is not the name of a person other than Yourself or company other than Your own;
   * Your content is not getting advertised via unwanted electronic messages such as spam links on newsgroups, email lists, journals and web sites, and similar unsolicited promotional methods.

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Without limiting any of those representations or warranties, AnimalTrack has the right (though not the obligation), in AnimalTrack’s sole discretion, to terminate or deny access to and use of the App to any individual or entity for any reason.

1. **Responsibility of App Visitors.** AnimalTrack has not reviewed, and cannot review, all of the material, including computer software, posted to the App, and cannot therefore be responsible for that material’s content, use or effects. By operating the App, AnimalTrack does not represent or imply that it endorses the material posted to the App, or that it believes such material to be accurate, useful, non-infringing or non-harmful. You are responsible for taking precautions as necessary to protect Yourself and Your phone systems from viruses, worms, Trojan horses, and other harmful or destructive content. The App may contain content that is offensive, indecent, or otherwise objectionable, as well as content containing technical inaccuracies, typographical mistakes, and other errors. The App may also contain material that violates the privacy or publicity rights, or infringes the intellectual property and other proprietary rights, of third parties, or the downloading, copying or use of which is subject to additional terms and conditions, stated or unstated. AnimalTrack disclaims any responsibility for any harm resulting from the use by visitors of the App, any mislabeling by App visitors of observations, or from any downloading by those visitors of content posted to the App.
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5. **Changes.** AnimalTrack reserves the right, at its sole discretion, to modify or replace any part of this Agreement. It is Your responsibility to check this Agreement periodically for changes. Your continued use of or access to the App following the posting of any changes to this Agreement constitutes acceptance of those changes. AnimalTrack may also, in the future, offer new services and/or features through the App (including, the release of new tools and resources). Such new features and/or services shall be subject to the terms and conditions of this Agreement.
6. **Termination.** AnimalTrack may terminate Your access to all or any part of the App at any time, with or without cause, with or without notice, effective immediately. If You wish to terminate this Agreement or Your AnimalTrack account, You may simply discontinue using the App and delete Your account. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.
7. **Disclaimer of Warranties.** The App is provided “as is.” AnimalTrack and its suppliers and Members hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither AnimalTrack nor its suppliers or Members makes any warranty that the App will be error free or that access thereto will be continuous or uninterrupted. You understand that You download from, or otherwise obtain content or services through, the App at Your own discretion and risk.
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