



**HUMANE SOCIETY
INTERNATIONAL**

HSIApps Terms and Conditions of Use

These terms and conditions govern the use of the HSIApps. The HSIApps and all intellectual and proprietary rights therein are owned by Humane Society International, a not-for-profit corporation established under the laws of the District of Columbia, USA (“HSI”).

The HSIApps is intended to be used as a tool to facilitate animal welfare organizations, governments and communities develop humane and sustainable solutions to manage populations of dogs and cats, facilitate mass vaccination of animals, and promote peaceful co-existence with humans in their communities in furtherance of HSI’s charitable mission to promote the human-animal bond, rescue and protect dogs and cats, improve farm animal welfare, protect wildlife, promote animal-free testing and research, respond to disasters and confront cruelty to animals in all of its forms. You are welcome to use the HSIApps to facilitate and enhance your development of humane and sustainable programs to improve the welfare of dogs globally.

Your access to and use of the HSIApps are subject to these terms and conditions, as they may be modified from time to time, including any documents expressly included herein by reference (collectively “**Terms and Conditions**”). BY USING THE HSIAPPS, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. THIS IS A LEGAL CONTRACT - PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCESS OR USE THE HSIAPPS.

Access and Use

You may access and use the HSIApps in accordance with these Terms and Conditions **solely for non-commercial use**, without any right to license, sell or distribute, in whole or any part, or to compile or create derivative works therefrom.

When using data and information obtained using the HSIApps, you agree to provide proper attribution to Humane Society International. However, you must not implicitly or explicitly represent or suggest participation, endorsement, sponsorship, approval or affiliation by or with Humane Society International or any of its affiliates in the manner and use of the HSIApps or any data or information resulting from use of the HSIApps.

You may NOT use trademark, official mark, official emblem, or logo of Humane Society International or any of its affiliates for promotion or publicity without the prior written consent of Humane Society International in each case, or, in any event, represent or imply an association or affiliation with Humane Society International or any of its affiliates.

Neither your use of the HSIApps nor anything contained in these Terms and Conditions shall be construed as establishing or creating any relationship between HSI and you, other than that of independent parties.

HSI shall accept no liability in contract or in tort or any responsibility for the acts, omissions, errors or negligence of you or any of your employees, agents, affiliates, contractors, subcontractors or other persons deriving authority from you (collectively hereinafter referred to as the “**User Associates**”).



HUMANE SOCIETY INTERNATIONAL

IF YOU ARE DISSATISFIED WITH THE HSIAPPS OR WITH ANY OF THESE TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE HSIAPPS.

Intellectual Property

The HSIApps and all intellectual property rights and proprietary rights therein and thereto are owned by Humane Society International, and are and may be protected by one or more copyright, trademark, patent, and trade secret laws, or other proprietary rights regimes, and international treaties.

Responsible Use

You are fully responsible for your use of the HSIApps. You are fully liable for the consequences of any error or omission on your part and on the part of any of your User Associates and for any damage caused by negligence on your part and on the part of any User Associates in accessing and using the HSIApps and any data and information obtained as a result of such use.

You agree NOT to use the HSIApps to do any of the following:

- Violate any applicable law or encourage or provide instructions to another to do so;
- Collect or store personal information or personally identifiable information related to any individual;
- Misrepresent your identity, including by impersonating Humane Society International or any its affiliates or their respective personnel;
- Upload or attach files that contain viruses, corrupted files or any other similar software or programs that may damage the operation of another's computer or servers;
- Attempt to gain unauthorized access to Humane Society International or any of its affiliates' computer systems or networks, through hacking, password mining or any other means; or damage, disable, overburden, or impair Humane Society International or any of its affiliates' servers or networks, or interfere with any other party's use and enjoyment of the HSIApps, or modify, distribute, decompile, disassemble, or reverse engineer any portion of the HSIApps;
- Circumvent, disable or otherwise interfere with security-related features of the HSIApps that prevent or restrict use or copying of any information or monitor and enforce limitations on use of the HSIApps;
- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- Publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;



HUMANE SOCIETY INTERNATIONAL

Humane Society International reserves the rights to and may take without notice to you any legal and technical remedies to prevent the violation of this provision and to enforce these Terms and Conditions.

User Contributions using the HSIApps

The information you upload may or may not be reviewed or verified by HSI. However, HSI reserves the right to review, refuse or remove any information that violates these Terms and Conditions without notice to you.

YOU HEREBY GRANT HUMANE SOCIETY INTERNATIONAL, A ROYALTY-FREE, IRREVOCABLE, TRANSFERABLE, SUB-LICENSABLE, AND NON-EXCLUSIVE PERPETUAL LICENSE THROUGHOUT THE UNIVERSE FOR USE FOR ANY PURPOSE AND IN ANY AND ALL MEDIA, WHETHER NOW KNOWN OR HEREAFTER DEvised TO USE AND EXPLOIT (INCLUDING WITHOUT LIMITATION BY REPRODUCTION, DISTRIBUTION, PUBLIC DISPLAY, ADAPTATION, AND/OR PUBLIC PERFORMANCE) ANY AND ALL INFORMATION THAT YOU COLLECT USING THE HSIAPPS.

Data Protection

HSI may hold and process, both electronically and manually, personal data relating to the User and the User Associates, as necessary in connection with the HSIApps and for other lawful processing reasons. The User and User Associates personal data will be stored for the duration of the User's use of the HSIApps and after for the time necessary to comply with HSI's data retention policies and to meet HSI's legal responsibilities. HSI may make the User and User Associates personal data available to third parties to process personal data on our behalf for the purposes set out above, but we shall only do so where we have taken reasonable steps to ensure that such data is processed securely, as well as to HSI affiliates, regulatory authorities or as may otherwise be required by law. By using the HSIApps, the User, on behalf of itself and each of the User Associates, is deemed to have been notified about the purposes for and the manner in which HSI will use the User and User Associates personal data.

Disclaimer

THE USE OF THE HSIAPPS IS AT YOUR OWN SOLE RISK. THE HSIAPPS IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HUMANE SOCIETY INTERNATIONAL EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES OF ANY KIND RELATED TO THE HSIAPPS, INFORMATION AND TOOLS, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU AGREE THAT YOU WILL BE RESPONSIBLE FOR ANY DAMAGE OR LOSS TO YOU OR TO A THIRD PARTY THAT MAY OCCUR DUE TO THE USE OF THE HSIAPPS AND ITS TOOLS.

Humane Society International specifically makes no representation or warranty that the HSIApps, information and tools will meet your needs and expectations, or that the HSIApps, information, and tools and services will be accurate, reliable, timely, uninterrupted, secure, virus-free or error-free.



**HUMANE SOCIETY
INTERNATIONAL**

Limitation of Liability

IN NO EVENT WILL HUMANE SOCIETY INTERNATIONAL OR ANY OF ITS AFFILIATES HAVE ANY LIABILITY, WHATSOEVER, UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCURRED BY YOU IN CONNECTION WITH OR ARISING OUT OF THESE TERMS AND CONDITIONS, USE OF THE HSIAPPS OR INABILITY TO ACCESS THE HSIAPPS, INCLUDING, WITHOUT LIMITATION ANY LIABILITY FOR (I) LOSS OF INCOME OR REVENUE, (II) LOSS OF BUSINESS, (III) LOSS OF PROFITS OR CONTRACTS, (IV) LOSS OF ANTICIPATED SAVINGS, (V) LOSS OF DATA, (VI) LOSS OF GOODWILL, (VII) WASTED MANAGEMENT OR OFFICE TIME, AND (VIII) FOR ANY OTHER LOSS OR DAMAGE OF ANY KIND, HOWEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE OR WHERE THE POSSIBILITY OF SUCH DAMAGE WAS ADVISED.

Indemnification

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS HUMANE SOCIETY INTERNATIONAL, ITS AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES"), FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, LOSSES, DAMAGES, LIABILITIES AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF YOUR USE OF THE HSIAPPS, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ALLEGING FACTS THAT IF TRUE WOULD CONSTITUTE A BREACH BY YOU OR YOUR USER ASSOCIATES OF THESE TERMS AND CONDITIONS. Humane Society International reserves the right to assume the exclusive defense of any matter subject to indemnification by you, and you will cooperate fully as reasonably required, and you shall not in any event settle any matter without the written consent of Humane Society International.

Applicable law

These Terms and Conditions shall be governed by the laws of the District of Columbia, without giving effect to conflict of laws principles. You hereby agree that any dispute, lawsuit, or other action arising out of the HSIApps shall be instituted and resolved solely in a state or federal court of competent jurisdiction located in the District of Columbia.

Miscellaneous

Humane Society International reserves the right to amend these Terms and Conditions at any time. Any such amendment will notified to you in writing. Your continued use of the HSIApps will be deemed as acceptance of the modified terms and conditions.

Humane Society International reserves the exclusive right, at its sole discretion, to alter, limit, or deny any user access to the HSIApps or any portion, thereof, or discontinue the App, permanently or temporarily, without notice.



HUMANE SOCIETY INTERNATIONAL

The failure of HSI to exercise or enforce any right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision. No waiver by HSI of any provision of these Terms and Conditions shall be binding except as set forth in writing and signed by its duly authorized representative.

Please note that these Terms and Conditions are fully assignable by Humane Society International and will be binding upon and inure to the benefit of their respective successors and assigns.

You and HSI are independent parties. Nothing in these Terms and Conditions shall be construed as establishing or creating any agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship.

If a court of competent jurisdiction finds any provision (or part of a provision) of these Terms and Conditions invalid, unenforceable or illegal, the court should endeavor to give effect to the parties' intentions as reflected in the provision and the court ruling shall in no way affect the validity, enforceability or legality of the other provisions.

Humane Society International reserve all rights not expressly granted under these Terms and Conditions and does not grant any other rights by implication or estoppel or otherwise.

The headings in these Terms and Conditions are for convenience only and do not imply any legal or contractual effect.

The undersigned agrees to the language of these Terms and Conditions being English, and confirms that it fully understands its contents and intends to be legally bound by these Terms and Conditions,

The undersigned has caused these Terms and Conditions to be executed below by their duly authorized signatory.

Print Name of User Organization

By: _____
Name:
Title:

Date: _____

Address for Notices:

Attn: _____

Page 5 of 5

HSIApps Terms and Conditions of Use (April 2022)