

Terms Of Use

ZooFaroo offers you access to services that supports two party and multi-party bartering (the "Services"). The following sets forth the terms and conditions of use ("Terms of Use") on which ZooFaroo offers you access to the Services at www.ZooFaroo.com (the "Site"). By using the Services in any way, you are agreeing to comply with the Terms of Use, as amended or modified from time to time. If you do not agree with any of the Terms of Use, or any subsequent modifications thereto or become dissatisfied with the Services in any way, your only recourse is to immediately discontinue use of the Services and not access the Site.

The Terms of Use can be amended or modified at any time without prior notice by posting any new Terms of Use on the Site. Unless expressly stated to the contrary, all amendments and modifications will take effect immediately at the time of their posting. You must review the Terms of Use on a regular basis to keep yourself apprised of any changes. The terms and conditions of our Privacy Policy are incorporated in the Terms of Use by reference.

Eligibility

The Services are available only to individuals who can form legally binding contracts under applicable law. Without limitation, our services are not available to minors unless they use the Services in conjunction with and under the supervision of a parent or guardian, and under no circumstances can children under the age of 13 use the Services.

ZooFaroo Account

Your ZooFaroo account cannot be sold, assigned or transferred to another person. If you register as a business, you are representing that you have the legal authority to bind that business in connection with its use of the Services and the Terms of Use. ZooFaroo reserves the right to limit the number of accounts a user may have in our sole judgment. Individual users must register in their own names. It is expressly prohibited for a user to register in another name, real or fictitious. ZooFaroo may utilize a variety of techniques to verify the accuracy of the information that is provided by our users when they register on the Site. Nevertheless, we do not and cannot verify with certainty the identity of each user and no assurance can be given that the purported identity of a user is their real identity.

Account Security

You are required to maintain the confidentiality of your password. A user is prohibited from sharing their account password with other persons and is responsible for all activities associated with the use of their account. ZooFaroo is not responsible for unauthorized activities on your account and you may be liable as a consequence of such activities.

ZooFaroo Facilitates Trading

The Services are limited to the facilitation of bartering (trading) between two or more parties by providing features that enable our users to identify trading opportunities and by providing a venue for the successful completion of their trades. ZooFaroo is not a party to any trade. We are not your trading partner. Therefore, we are not responsible for and have no control over the accuracy of the information provided in connection with the posting of any goods, services, or real estate ("Item"), the quality or condition, safety or legality of any Item that is traded, or of the ability of any user to enter into a commitment to trade. We cannot and will not review each Item that is posted to the Site. You agree to hold ZooFaroo harmless for any violation of law or regulations that arises from your posting and/or trading of an Item if and to the extent that such action results in civil or criminal liability. ZooFaroo does not and cannot assure the completion of a trade, including the actual delivery of the items that are to be exchanged. Further, in the event of a dispute between users, the users agree to release ZooFaroo, its directors, officers, employees, and agents, from any and all claims, demands and damages that may arise, directly or indirectly, from such disputes. We do not transfer legal ownership of items from one user to the other, and the Terms of Use does not in any way modify the laws and regulations that govern the transfer of the legal ownership of an item by its physical delivery or otherwise, including, without limitation, the laws and regulations that govern transfer of title to real property. You agree that ZooFaroo shall not be responsible or liable for any loss or damage of any sort incurred as the result of any trade. If there is a dispute between Users of this site, you understand and agree that ZoFaroo is under no obligation to become involved.

You acknowledge that ZooFaroo may establish limits concerning use of the Services, including the maximum number of days that Content will be retained by the Services, the maximum number and size of postings, or other Content that may be transmitted or stored by the Services, and the frequency with which you may access the Service. You agree that ZooFaroo has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Services. You acknowledge that ZooFaroo reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that ZooFaroo shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

Content

You are entirely responsible for all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") that you post, email, transmit, link or otherwise make available via the Services. You acknowledge and agree that ZooFaroo does not control, and is not responsible for Content made available through the Services, and that by using the Services, you may be exposed to Content that is offensive, indecent, inaccurate, misleading, or otherwise objectionable. You acknowledge and agree that you must evaluate, and bear all risks associated with, the use of any Content, that you may not rely on the Content, and that under no circumstances will ZooFaroo be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted, linked or otherwise made available via the Services. You acknowledge and agree that ZooFaroo does not pre-screen or approve Content, but that ZooFaroo shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content from the Site for any reason.

Notification of Claims of Infringement

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify ZooFaroo's agent for notice of claims of copyright or other intellectual property infringement ("Agent"), at dmca@zoofaroo.com or Copyright Agent, [insert physical address]. Please provide our Agent with the following Notice: a) Identify the material on the craigslist site that you claim is infringing, with enough detail so that we may locate it on the website; b) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; c) A statement by you declaring under penalty of perjury that (1) the above information in your Notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner; d) Your address, telephone number, and email address; and e) Your physical or electronic signature. Zoofaroo will remove the infringing posting(s), subject to the procedures outlined in the Digital Millenium Copyright Act (DMCA).

Rules of Conduct

You hereby agree to the following rules of conduct:

- You will not post content or trade items that are illegal or otherwise prohibited by the Terms of Use, or by applicable laws and regulations. You will not post content on the Site that infringes on the legal rights of third parties. You will only post items on the Site that they can legally trade.
- You will not post content or trade items that are pornographic or otherwise sexually explicit in nature.
- You will not engage in fraudulent trading practices (including, without limitation, not shipping an item when obligated to do so and not acknowledging the delivery of an item when actually received or offering products or services identified by government agencies to have a high likelihood of being fraudulent).
- You will not post false, inaccurate, misleading, defamatory or libelous content, or content that is unlawfully threatening or harassing, or content that disparages the Site or its users in an uncritical or unconstructive manner.
- You will access the Site and use our Services only for the purpose of potentially or actually trading Items on the Site or otherwise acquire Items posted on the Site.
- You will describe each of their items accurately and fairly as to type, attributes, including condition, and other factors that may be relevant to the decision of another user to trade for that item.
- You will not distribute or post, or knowingly cooperate in the distribution or posting of, spam, or distribute or post any promotional materials not directly related to their trading activities on the Site.
- You will not distribute, or knowingly cooperate in the distribution of, viruses or other technologies that may damage the Site, the other users of the Site, or ZooFaroo.
- You will not directly or indirectly collect information about other users of the Site without their express consent or distribute their personal information in violation of applicable laws.
- You will not otherwise violate any laws or regulations that may be applicable to your trading activities, the rights of other users, including their rights to publicity or privacy, or the policies of ZooFaroo as set forth in the Terms of Use or in the Privacy Policy.

Restricted Activities

The trading of certain Items may be prohibited or restricted under the importation and exportation laws and regulations of various jurisdictions or under laws and regulations governing the sale, transfer or distribution of certain Items. Further, ZooFaroo reserves the right in its sole discretion to prohibit or restrict the trading of Items. You are responsible for assuring the legality of any items you post and complying with any applicable trading restrictions, which may or may not relate to where the Item is to be delivered, and that the posting of such Items is not contrary to ZooFaroo policy.

Shipping of Goods

Failure to ship an Item on a timely basis can result in the suspension the user's access to the Site. ZooFaroo is not responsible for the loss or damage of an Item in shipping. The timely delivery of an Item in the same condition that the user ascribed to that Item is the responsibility of the user who is shipping the item.

Permanent Exchange of Real Estate

The user is solely responsible for taking any and all actions that may be required to transfer ownership and perfect title to real property, including the use and associated costs of intermediaries such as lawyers, mortgage insurers, and title companies.

Use of Content

Although ZooFaroo does not claim ownership of the Content that its users post, by posting Content to the Site, you automatically grant, and you represent and warrant that you have the right to grant, to ZooFaroo an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute said Content and to prepare derivative works of, or incorporate into other works, said Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing.

Taxes

While there may be significant tax advantages when you trade for what you want, we make no representations as to the tax consequences of completed trades. You are solely responsible and should not rely on ZooFaroo to report any trading activity to the extent required by tax or other laws and for the payment of any and all taxes (including, if applicable, income taxes and/or sales and use taxes) that may arise as the result of a trade.

Remedies for Violation by User

ZooFaroo reserves the right to restrict your use of our services, including, without limitation, the types of items you may trade, or to temporarily or indefinitely suspend your use of our services or permanently deny you access to the Site, at any time and without prior notice, if you have violated the Terms of Use or our Privacy Policy, or if, in our sole discretion, your continued use of our services would be contrary to law or regulation or is potentially injurious to other persons or is otherwise not in the best interests of the ZooFaroo community. Restrictions on use of the Site can include the immediate removal of posted items, the termination of active trades involving the user, and the issuance of a warning related to the user's actions to the ZooFaroo community. If the use of our services is restricted or the use of the Site is suspended or permanently denied, the user will not be entitled to any compensation.

Termination of Service

You agree that ZooFaroo, in its sole discretion, has the right (but not the obligation) to delete or deactivate your account, block your email or IP address, or otherwise terminate your access to or use of the Services (or any part thereof), immediately and without notice, and remove and discard any Content within the Services, for any reason. Further, you agree that ZooFaroo shall not be liable to you or any third-party for any termination of your access to the Service.

Assumed Risks

You assume certain risks when and to the extent you use the Site, including the possibility that you will find the content of other users offensive, inaccurate or deceptive, and the trading practices of other users unfair or predatory. There is the risk of inadvertently trading with individuals who do not have the legal right to trade or are otherwise dealing under false pretenses. The user agrees to accept such risks and ZooFaroo is not liable for the acts or omissions of the users of the Site.

Disclaimer of Warranties

Your use of the Services, Site and its content is at your sole risk. You agree that obtaining any information or materials, or goods, services, or the use of real estate through the Site is done at the your discretion and at your own risk and that the you will be responsible for any and all damages that may result from any transaction.

Our services are provided on an "as is" and "as available" basis. To the extent permitted by law, ZooFaroo disclaims all warranties of any kind, express or implied, including but not limited to warranties of title or implied warranties of merchantability or fitness for a particular purpose.

Neither ZooFaroo or its directors, officers or employees warrant that (1) the Services or Site or its content will meet your requirements or be accurate, complete, timely or reliable, (2) the Services or Site will be available for use on an uninterrupted basis and will be accessible, timely or secure, (3) any material published on or obtained or accessible through the Services or Site will be accurate, complete, timely or reliable, (4) errors in the Services or Site or its content will be corrected, (5) the Services or Site will be free of viruses or other technologies that can damage its users, (6) there is or should be any implied warranty arising from course of dealing or usage of the Services, and (7) the technological infrastructure of the Service or Site does not infringe on the proprietary rights of others.

Certain jurisdictions do not permit a disclaimer of implied warranties, and in this case the above exclusions may not apply to you. You may have other legal rights that can vary from jurisdiction to jurisdiction.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL ZOOFAROO OR ITS DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ZOOFAROO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE SITE OR THE SERVICES, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE OR THE SERVICE, FROM INABILITY TO USE THE SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE OR THE SERVICES. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATION MAY NOT APPLY TO YOU.

Your sole and exclusive remedy against ZooFaroo or its directors, officers and employees for any dissatisfaction with the Services and Site, your trading experience, or the Terms of Use is your discontinuation of your use of the Services and Site.

Indemnity

You will indemnify and hold harmless ZooFaroo and its directors, officers, employees and agents from any loss, claims, damages, liability, actions or demands, including reasonable attorneys' fees that may be incurred in connection with such actions, arising, directly or indirectly, from your use of the Service and Site.

Restrictions on Class Action Claims

You agree that any and all disputes, claims or controversies arising out of or related to the Site or Services ("Disputes"), shall be resolved on an individual basis in a court of competent jurisdiction. There shall be no right or authority for any Disputes to be resolved on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated.

Arbitration of Disputes Brought by User

You agree that any Dispute asserted against ZooFaroo, or its directors, officers or employees, will be brought exclusively pursuant to the rules of the American Arbitration Association in Portland, Oregon. The judgment rendered by the arbitrator may be entered in any court of competent jurisdiction.

Resolution of Disputes Brought by ZooFaroo

Any claim by ZooFaroo against the user may be brought pursuant to the rules of the American Arbitration Association or may be adjudicated by a court of competent jurisdiction, either in Portland, Oregon or where the user is located (either the user's home address or the address of the user's principal place of business). With respect to the foregoing, the manner of dispute resolution and its venue is at our discretion and without reference to the choice of laws provisions of any jurisdiction. The user agrees to submit to the personal jurisdiction of the courts located in Portland, Oregon.

Miscellaneous

The Terms of Use is governed by the laws of the State of Oregon. If any of the terms and conditions of the Terms of Use is held to be invalid or unenforceable for any reason, then such terms and conditions will be considered severable from the remaining terms and conditions of the Terms of Use and will not affect the validity or the enforceability of the remaining provisions of this User Agreement. No waiver of any of the terms and conditions of the Terms of Use will be deemed a continuing waiver or waiver of any of the other terms and conditions of this User Agreement, and our failure to act with respect to any breach of the Terms of Use does not waive our right to act with respect to subsequent or similar breaches. You will comply with all laws and regulations, local, national and international, applicable your trading activities on the Site. No agency, partnership or joint venture relationship, or that of employer to employee or franchisor to franchisee, exists between the user and ZooFaroo.