

TERMS AND CONDITIONS OF USE

THESE TERMS OF USE GOVERN YOUR USE OF THE INTERNET SITE LOCATED AT www.fresnochaffeezoo.org (“Site”), WHICH IS PROVIDED BY FRESNO’S CHAFFEE ZOO CORPORATION (“ZooCorp”). BY ACCESSING THIS SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS AND CONDITIONS OF USE. THESE TERMS OF USE ARE SUBJECT TO CHANGE BY ZOOCORP AT ANY TIME IN ITS SOLE AND ABSOLUTE DISCRETION. PLEASE CONSULT THE TERMS AND CONDITIONS OF USE REGULARLY. YOUR USE OF THIS SITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE CHANGES.

ACCESS TO THIS SITE

To access this Site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide on this Site will be correct, current and complete. ZooCorp in its sole discretion reserves the right to refuse you access to this Site or any of its resources, and to terminate or suspend your access at any time.

RESTRICTIONS ON USE

This Site is only for your personal use. You may use this Site only for purposes expressly permitted by this Site. You may not use this Site for any other purpose including any commercial purpose, without ZooCorp’s express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this Site, or (ii) frame this Site, or (iii) hyper-link to this Site, without the express prior written permission of an authorized representative of ZooCorp. For purposes of these Terms and Conditions of Use, “co-branding” means to display, copy, distribute, transmit, publish, license, transfer, or sell a name, logo, image, graph, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site. You agree to cooperate with ZooCorp in causing any unauthorized co-branding, framing or hyper-linking to cease immediately.

ZooCorp reserves the right to monitor use of this Site to determine compliance with these Terms and Conditions of Use, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your Submissions, as defined below. You acknowledge and agree that neither ZooCorp nor any third party that provides Content, as defined below, to ZooCorp will assume or have any liability for any action or inaction by ZooCorp or such third party with respect to any Submission.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of this Site you warrant that you will not use this Site for any purpose that is unlawful or prohibited by these terms and conditions. Further, by using this Site you agree that you will not violate or attempt to violate the security or integrity of the Site, including, without limitation, accessing data not intended for users of the Site; attempting to probe, scan or test the vulnerability of the Site to security breaches; attempting to interfere with service to users of the Site (including, without limitation, submitting a virus or corrupted data to the Site, overloading the Site or continuously posting repetitive material on the Site); attempting to decompile, disassemble or otherwise reverse engineer the content or software comprising or making up any part of the Site; and sending unsolicited advertising or other communications to users of the Site.

PROPRIETARY INFORMATION

The material and content accessible from this Site, and any other website owned, operated, licensed, or controlled by ZooCorp (“Content”) is the proprietary information of ZooCorp or the party that provided the Content to ZooCorp, and ZooCorp or the party that provided the Content to ZooCorp retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of ZooCorp, except that you may print out a copy of the Content solely for your personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content

except as expressly provided in these Terms of Use violates ZooCorp's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this Site.

THIRD PARTY SITES

This Site may be hyper-linked to other sites, which are not maintained by, or related to, ZooCorp. ZooCorp has no control over, and no liability for any third party websites or materials. Hyper-links to such sites are provided as a service to users and are not sponsored by or affiliated with this Site or ZooCorp. ZooCorp has not reviewed any or all of such sites and is not responsible for the content of those sites. Hyper-links are to be accessed at the user's own risk, and ZooCorp makes no representation or warranties about the content, completeness or accuracy of these hyper-links or the sites hyperlinked to this Site. Further, the inclusion of any hyper-link to a third-party site does imply endorsement by ZooCorp of that site.

SUBMISSIONS

You hereby grant to ZooCorp, and its affiliates, the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all remarks, suggestions, ideas, photographs, images, or graphics communicated to ZooCorp through this Site ("Submission"), and to incorporate any Submission in other works in any form, media or technology now known or later developed. ZooCorp will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a rule of any similarities that may appear in future ZooCorp publications. You hereby acknowledge and agree that you will not now or in the future be paid or compensated in any way for a Submission or for granting the ZooCorp, or its affiliates, any of the rights set out herein. If you do not agree to these terms, you should not post a Submission.

By posting a Submission, you represent and warrant that your Submission: (a) Is 100 percent your original work (modifying, enhancing or altering a third party's preexisting work does not qualify as original work); (b) has not been previously published; (c) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (d) does not trigger any reporting or royalty obligation to any third party.

You further represent and warrant that the rights that you are granting do not conflict in any way with any other agreement to which you are a party or with any commitments, restrictions or obligations that you are under to any other person or entity. If a Submission contains an image or representation of an identifiable feature of a person other than you (for example, if enough of someone else's face is shown that makes that person identifiable), then you represent and warrant that you obtained the express approval of that person before posting the Submission.

In making a Submission, you agree to defend, indemnify and hold harmless the ZooCorp and its affiliates from any claims that the any of the foregoing representations and warranties are not true, complete or accurate.

DISCLAIMER

ZooCorp cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for the reconstruction of any lost data. ZooCorp does not assume any responsibility or risk for your use of the Internet.

The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notice provided by ZooCorp. Investors, borrowers, and other persons should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own professional judgment. Information obtained by using this Site is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZOOCORP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS SITE,

INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. ZOOCORP DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ZOOCORP DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND ZOOCORP MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. ZOOCORP MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR SUCH ERRORS OR OMISSIONS IN SUCH CONTENT.

All of the information in this Site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this Site and ZooCorp does not undertake any obligation to update such information after it is posted or to remove such information from the Site if it is not, or is no longer, accurate or complete.

LIMITATION ON LIABILITY

ZOOCORP, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF ZOOCORP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF ZOOCORP AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO ZOOCORP FOR THE APPLICABLE CONTENT OR SERVICE OUT OF WHICH LIABILITY AROSE.

INDEMNITY

You will indemnify and hold ZooCorp, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (“Indemnified Parties”) harmless from any breach of these Terms and Conditions of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys’ fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this Site.

TRADEMARKS

Trademarks, service marks, and logos appearing in this Site are the property of ZooCorp or the party that provides the trademark, service marks, and logos to ZooCorp. ZooCorp and any party that provides trademarks, service marks, and logos to ZooCorp retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this Site. Nothing contained on this Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by ZooCorp or any third party.

ZooCorp may suspend or terminate use of this Site to any user who is found to have infringed on the rights of ZooCorp or of a third party, or otherwise violated any intellectual property laws or regulations. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want ZooCorp to delete, edit, or disable the material in question, you must provide ZooCorp with all of the following information: (a) A physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed

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 ZooCorp to locate the material; (d) information reasonably sufficient to permit ZooCorp to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have 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; and (f) a statement that the information in the notification is inaccurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to ZooCorp's designated agent at:

Brian Goldman
Fresno's Chaffee Zoo Corporation
894 West Belmont Avenue
Fresno, California 93728

PRIVACY POLICY

Any information submitted on the Site is subject to ZooCorp's Privacy Policy. A complete statement of ZooCorp's current Privacy Policy can be found by clicking here https://www.fresnochaffeezoo.org/pdf/privacy_policy.pdf. ZooCorp's Privacy Policy is expressly incorporated into these Terms and Conditions of Use by reference.

SECURITY

You are prohibited from violating or attempting to violate any security features of this Site, including, without limitation: (a) Accessing Content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; or (e) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by ZooCorp in providing the Site. Any violation of system or network security may subject you to civil and/or criminal liability.

If you become involved in any violation of system security, ZooCorp reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. ZooCorp reserves the right to investigate suspected violations of these Terms and Conditions of Use.

ZooCorp reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing ZooCorp to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate the Terms and Conditions of Use. By accepting the Terms and Conditions of Use (manifested by your use of the Site) you waive and hold harmless ZooCorp from any claims resulting from any action taken by ZooCorp during or as a result of its investigations and/or from any actions taken as a consequence of investigations by either ZooCorp or law enforcement authorities.

APPLICABLE LAWS

As a visitor of this Site, you shall abide by all applicable federal, state or local laws, including, but not limited to, laws prohibiting libel, slander, indecency, trade libel, product disparagement, harassment, invasion of privacy, obscenity, indecency, and copyright and trademark infringement.

CALIFORNIA USE

The Site is controlled and operated by ZooCorp from its office in the State of California. ZooCorp makes no representation that any of the materials or services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as ZooCorp's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.

MISCELLANEOUS

These Terms of Use will be governed and interpreted pursuant to the law of California. You specifically consent to personal jurisdiction in the state of California in connection with any dispute between you and ZooCorp arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to the Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of the Terms and Conditions of Use or pertaining to the subject matter of these Terms and Conditions of Use will be in the state or federal courts in Fresno, California. If any part of these Terms and Conditions of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms and Conditions of Use constitute the entire agreement between the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this Site will govern the items to which they pertain. ZooCorp may revise these Terms of Use at any time by updating this posting. Prices on this Site are subject to change at any time.

Last revised: _____