

Terms of Service

General Information

Please read these Terms of Use carefully. They govern your use of Two Dads and a Dog website (the “Site”) and create a legal agreement between you and Two Dads and a Dog LLC (the “Two Dads”). In the event you enroll in Two Dads and a Dog Course (the “Course”), these Terms of Use will also govern all aspects of your participation in the Course. From time to time, these Terms of Use may be updated or modified by the Two Dads. Accordingly, the Two Dads recommends that you bookmark this page, visit regularly, and note any and all changes. If you do not agree and accept without modification the notices, terms and conditions set forth in these Terms of Use, do not use the Site or enroll in the Course.

Privacy

These Terms of Use include the Two Dads’s privacy policy, located at www.twodadsandadog.com, which is incorporated herein by reference and, therefore, also governs your visits to and use of the Site.

Third-Party Sites

For your convenience, the Site may reference or link to other third-party sites throughout the web (“Third-Party Sites”). The Two Dads has no control over Third-Party Sites or the content within them. Accordingly, the Two Dads cannot guarantee, represent, or warrant that the content contained on such Third-Party Sites is accurate, legal, and/or inoffensive. These Terms of Use do not extend to your use of Third-Party Sites, and your use of Third-Party Sites is solely at your own risk. By using the Site to link to Third-Party Sites, you understand and agree that you may not make any claim against the Two Dads for any damages or losses, whatsoever, resulting from your use of the Site to link to Third-Party Sites.

Forums and Public Communication

For your convenience, the Site may offer discussion forums and blog opportunities (“Forums”) where you and other users can submit content for public viewing (“Forum Content”) to facilitate your socializing and networking with others interested in dog training. You agree that all Forum Content is the sole responsibility of the individual or entity from whom such Forum Content originated. This means that you (and not the Two Dads) are entirely responsible for all Forum Content that you submit via the Forum or elsewhere on the Site. The Two

Dads does not control or guarantee the accuracy, completeness, usefulness, integrity, or quality of Forum Content. You understand and agree that you may be exposed to Forum Content that is offensive, indecent, or objectionable. Under no circumstances will the Two Dads be liable in any way for any Forum Content, including any errors or omissions in any Forum Content or any loss or damage of any kind incurred as a result of the use of any Forum Content submitted via the Site.

Your Participation in the Forums

You agree that you will not use a Forum or the Site to submit or otherwise make available Forum Content that:

1. Is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, racially or otherwise hateful, or otherwise objectionable;
2. Harms minors;
3. Impersonates any person or entity or falsely states or otherwise misrepresents your affiliation with a person or entity;
4. Conflicts with any obligations you have under law including under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
5. Infringes any copyright, trademark, patent, trade-secret, or other proprietary rights of any third party;
6. Constitutes or contains unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of unauthorized solicitation;
7. Constitutes or contains software viruses or any other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
8. Interferes with or disrupts the Site, related services, or servers or networks connected to the Site or disobeys any requirements, procedures, policies, or regulations of networks connected to the Site or related services;
9. Violates any applicable local, state, national, or international law or any regulations having the force of law; or

10. Is used to stalk or otherwise harass another.

Forum Content Posted to Forums

You acknowledge that the Two Dads may or may not pre-screen Forum Content, but that the Two Dads will have the right in its sole discretion, for any reason whatsoever (or for no reason) to pre-screen, refuse, move, or remove any Forum Content that is available via the Site. Without limiting the foregoing, the Two Dads may remove any Forum Content that violates the Terms of Use or is otherwise objectionable in the Two Dads's sole discretion.

The Two Dads asserts no ownership rights over the Forum Content you post, transmit, or otherwise make available for inclusion on the Forums or elsewhere on the Site. With respect to such Forum Content, however, you grant the Two Dads a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license to use such Forum Content on the Forums, anywhere on the Site, or elsewhere and in any media for the purpose of providing, promoting, or advertising the Site and related services; such license will survive the termination, for any reason, of these Terms of Use.

Suspected Violation of these Terms of Use

Reported or suspected violations of these Terms of Use, including unauthorized use of the Site, may be investigated and appropriate legal action may be taken, including civil, criminal and injunctive redress. You agree that monetary damages may not provide a sufficient remedy to the Two Dads for violations of these Terms of Use and you consent to injunctive or other equitable relief for such violations. You understand and agree that in the Two Dads's sole discretion and for any reason whatsoever, or for no reason, and without prior notice, the Two Dads may terminate your access to the Site.

General Legal

Warranty Disclaimers

YOUR USE AND BROWSING OF THE SITE AND ENROLLMENT IN THE COURSE ARE SOLELY AT YOUR OWN RISK. THE SITE, EVERYTHING ON THE SITE, AND ALL MATERIALS PROVIDED IN CONJUNCTION WITH THE COURSE, INCLUDING THE MATERIALS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TWO DADS, ITS AFFILIATES AND AGENTS, SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS

OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WITHOUT LIMITATION, TWO DADS, ITS AFFILIATES AND AGENTS MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE SITE, THE COURSE, OR THE MATERIALS, AS APPLICABLE, WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR ITS SERVER, OR THE SOFTWARE USED TO DELIVER THE COURSE ARE OR WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IN ADDITION, TWO DADS, ITS AFFILIATES AND AGENTS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE USE OR RESULTS OF THE USE OF THE SITE, THE MATERIALS, OR THE COURSE. YOU UNDERSTAND AND AGREE THAT APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You will defend, indemnify, and hold the Two Dads, its affiliates and agents harmless from any claims, liabilities, losses, penalties, fines, costs or expenses arising out of or related to: (i) your use of and access of the Site and the Materials and your enrollment and participation in the Course; (ii) your violation of any of these Terms of Use; (iii) your violation of any third-party right, including any copyright, trademark, trade dress, trade secret, or privacy right with regard to content available on the Site or delivered in conjunction with the Course. This defense and indemnification obligation will survive the termination of these Terms of Use, your use of the Site, and your participation in the Course.

Limitation of Liability

IN NO EVENT WILL TWO DADS OR ITS AFFILIATES OR AGENTS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SITE, THE MATERIALS, OR THE COURSE, WHETHER IN A CONTRACT ACTION OR BASED ON NEGLIGENCE, OR OTHER TORT CLAIM, OR ANY OTHER CLAIM WHATSOEVER, EVEN IF TWO DADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT WILL TWO DADS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF

ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU, IF ANY, IN ACCESSING THE SITE OR ENROLLING IN THE COURSE.

Termination

The Terms of Use, the Site, the Course, if any, may be terminated by the Two Dads for any reason (or for no reason) at any time without notice. In the event of termination, you are no longer authorized to access the Site and all limitations on the Two Dads' liability regarding your use of the Site, the Materials, and the Course, and any Forum Content you post, will survive.

General

These Terms of Use will be governed by the laws of the State of Pennsylvania without respect to its conflicts of laws provisions. Any claim or dispute between you and the Two Dads that arises in whole or in part from the Site or Materials, if any, will be decided exclusively by a court of competent jurisdiction located in Pittsburgh, Pennsylvania. Use of the Site is unauthorized in any jurisdiction that does not give full effect to all provisions of these Terms of Use, including without limitation this paragraph and the warranty disclaimers and liability exclusions above. The Two Dads has endeavored to comply with all legal requirements known to it in creating and maintaining the Site, but makes no representation that Materials on the Site are appropriate or available for use in any particular jurisdiction. Use of the Site is unauthorized in any jurisdiction where all or any portion of the Site may violate any legal requirements and you agree not to access the Site in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of these Terms of Use is at your own risk. These Terms of Use, together with the privacy policy and any other legal notice published by the Two Dads on the Site or in the Materials constitute the entire agreement between you and the Two Dads concerning the Site, the Materials and the Course. If any provision of these Terms of Use are deemed invalid by a court of competent jurisdiction, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions of the Terms of Use shall govern such use. The Two Dads's failure to insist on or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right.

Contact the Two Dads

If you have questions, please contact the Two Dads at twodadsandadog@gmail.com.