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This website (the "Site") is owned and operated by Dogwood Consulting LLC ("Owner," "we," "our," or "us"). The Site provides information regarding our sustainability consulting services for companion animal veterinary providers ("Services").

These Terms of Use ("Terms of Use") constitute a binding agreement between you and Owner. Please read them carefully. Your access to and use of the Site is subject to these Terms of Use and all applicable laws, and Owner reserves the right to terminate your access to the Site if you violate these Terms of Use. If you do not agree to these Terms of Use, then you may not use the Site. These Terms of Use may be changed by us from time to time without notice to you and the governing version will be posted on the Site. Please review the posted Terms of Use on a regular basis as your use of the Site will be governed by the then-current Terms of Use.

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Prohibited Activities

The following activities are expressly prohibited on the Site:

- Using or submitting any offensive content including, but not limited to, obscene language, obscene references, obscene images, threatening or harassing messages, discriminatory actions, messages, or images, and defamatory statements.
- Posting false, misleading, or fraudulent statements or content.
- Engaging in activity that is unauthorized advertisements or promotions, including unauthorized solicitation of other users of the Site.
- Collecting personal information of other users of the Site without that user's consent.
- Engaging in activity that compromises the Site. Such activity may include, but is not limited to hacking, IP attacks, worms, viruses, spamming, phishing, cancel bots, Trojan horses, mail bombing or crashing, or introducing malware.

- Engaging in any activity designed to impede the use of the Site by other users, including overloading and flooding.
- Framing or deep linking into the Site.
- Accessing the Site by means of automated processes, spiders, bots or any similar device.

Federal and State Laws

The Site is operated from the United States. When using the Site, on the Site, or when using any content provided by Owner, you must obey all applicable U.S. federal, state and local laws.

Minimum Age

This Site is not intended for persons under the age of eighteen (18). By using the Site, you represent and warrant that you are eighteen (18) years of age or over.

Disclaimer of Warranties

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BY PROVIDING THE SERVICES ON THE SITE, OWNER DOES NOT IN ANY WAY PROMISE THAT THE SERVICES WILL REMAIN AVAILABLE TO YOU. OWNER IS ENTITLED TO TERMINATE ALL OR PART OF ANY OF THE SITE AT ANY TIME, IN ITS SOLE DISCRETION WITHOUT NOTICE TO YOU.

Limitation of Liability

THE LIABILITY OF OWNER AND ITS AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES AND THIRD-PARTY SERVICE PROVIDERS WITH RESPECT TO ANY AND ALL CLAIMS ARISING OUT OF YOUR USE OF THE SITE, THE CONTENT OR SERVICES OBTAINED THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, THE GREATER OF THE PRICE OF THE SERVICES PURCHASED BY YOU OR FIFTY DOLLARS (\$50).

IN NO EVENT WILL OWNER BE LIABLE TO YOU OR ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SITE, OR ANY OTHER HYPERLINKED WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA OR

OTHERWISE, EVEN IF OWNER IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification

You agree to indemnify, defend and hold harmless Owner and its affiliates, employees, agents, representatives and third-party service providers, for any and all claims, demands, actions, liability, fines, penalties and expenses that may arise from any of your acts through the use of the Site. Such acts may include but are not limited to: providing content to or communicating with Owner or its Affiliates, unauthorized use of material obtained through the Site, engaging in a prohibited activity, or any other action that breaches these Terms of Use.

ARBITRATION AGREEMENT; CLASS WAIVER; AND JURY TRIAL WAIVER

PLEASE READ THIS SECTION (“ARBITRATION AGREEMENT”) CAREFULLY. IT IS PART OF YOUR CONTRACT WITH OWNER AND AFFECTS YOUR RIGHTS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER. All claims and disputes in connection with the Terms of Use or the use of any Services provided by Owner that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Any hearing will be held in Denver, Colorado, unless the parties agree otherwise or as otherwise required by applicable law. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The dispute shall be resolved by binding arbitration administered under the applicable rules of the American Arbitration Association (“AAA”). The applicable AAA rules and other information about arbitrating a claim under AAA, including how to submit a dispute to arbitration, may be obtained by visiting its website at <https://www.adr.org/> or by calling 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. This Arbitration Agreement applies to you and Owner, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services provided under the Terms of Use.

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding the foregoing, either you or Owner may bring an individual action in small claims court.

Third-Party Links

The Site may contain links to other third-party websites. Such third-party websites are maintained by persons or organizations over which Owner exercises no control. Your use of these third-party websites is governed by the terms of use and privacy policy of such websites. Owner expressly disclaims any responsibility for the content or results from your use of such third-party websites.

Copyright Complaints

Owner respects the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please contact Owner as provided under the “Questions” section below with the following information.

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- Description of the copyrighted work that you claim has been infringed;
- The location on the Site of the material that you claim is infringing;
- Your address, telephone number and e-mail address;
- A statement that your claim of infringement is based on a good faith belief; and
- A statement made under penalty of perjury that the information you have provided is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Miscellaneous Provisions

Assignment. Owner may freely assign its obligations and rights under these Terms of Use, including all personal information in its possession which it has collected during your use of the Site.

Severability. If any term or provision in these Terms of Use is found to be void, against public policy, or unenforceable by a court of competent jurisdiction and such finding or order becomes final with all appeals exhausted, then the offending provision shall be deemed modified to the extent necessary to make it valid and enforceable. If the offending provision cannot be so modified, then the same shall be deemed stricken from these Terms of Use in its entirety and the remainder of these Terms of Use shall survive with the said offending provision eliminated.

Website Availability. OWNER CANNOT GUARANTEE THE SITE WILL BE AVAILABLE 100% OF THE TIME BECAUSE PUBLIC NETWORKS, SUCH AS THE INTERNET, OCCASIONALLY EXPERIENCE DISRUPTIONS. ALTHOUGH OWNER STRIVES TO PROVIDE THE MOST RELIABLE WEBSITE REASONABLY POSSIBLE, INTERRUPTIONS AND DELAYS IN ACCESSING THE SITE ARE UNAVOIDABLE AND OWNER DISCLAIMS ANY LIABILITY FOR DAMAGES RESULTING FROM SUCH PROBLEMS.

Typographical Errors. Information on the Site may contain technical inaccuracies or typographical errors. We attempt to make the Site's postings as accurate as possible, but Owner does not warrant the content of the Site is accurate, complete, reliable, current, or error-free.

Headings. Condition and section headings are for convenience of reference only and shall not affect the interpretation of these Terms of Use.

Controlling Law. It is understood and agreed that all the construction and interpretation of these Terms of Use and the relationship between the parties shall at all times and in all respects be governed by the internal laws of the State of Colorado, without giving effect to the conflict of laws provisions thereof.

Questions

If you have any questions or comments about these Terms of Use or this Site, please contact us by email at info@dogwoodconsulting.net.

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