

## **PRIVACY POLICY**

Welcome to the doncowan.com ("Website"). Please read the following to learn more about our Privacy Policy, which includes compliance with California Privacy Rights (see also <http://www.privacyprotection.ca.gov>).

We respect your privacy and are committed to protecting personally identifiable information you may provide us through our Website. We have adopted this Privacy Policy ("Privacy Policy") to explain what information may be collected on our Website, how we use this information, and under what circumstances we may disclose the information to third parties. This Privacy Policy applies only to information we collect through our Website and does not apply to our collection of information from other sources.

This Privacy Policy, together with the Terms of Use posted on our Website, sets forth the general rules and policies governing your use of our Website. Depending on your activities when visiting our Website, you may be required to agree to additional terms and conditions.

We generally keep this Privacy Policy posted on our Website and you should review it frequently, as it may change from time to time without notice. Any changes will be effective immediately upon the posting of the revised Privacy Policy. WHEN YOU ACCESS OUR WEBSITE, YOU AGREE TO THIS PRIVACY POLICY. IF YOU DO NOT AGREE TO THIS PRIVACY POLICY, OR TO ANY CHANGES WE MAY SUBSEQUENTLY MAKE, IMMEDIATELY STOP ACCESSING OUR WEBSITE. If, at any point, we decide to use your personally identifiable information in a manner materially different than what was stated at the time it was collected, we will notify you of this change by e-mail to the last e-mail address provided to us. You will have a choice (by means of an "opt out" opportunity) as to whether we use the information in this

different manner. We will use information in accordance with the Privacy Policy under which your information was collected if you opt out of the new policy.

## **A. INFORMATION WE COLLECT**

Our Website typically collects two kinds of information about you: (a) information that you provide that personally identifies you; and (b) information that does not personally identify you, which we automatically collect when you visit our Website or that you provide us.

(1) Personally Identifiable Information: Our definition of personally identifiable information includes any information that may be used to specifically identify or contact you, such as your name, postal address, phone number, etc. As a general policy, we do not automatically collect your personally identifiable information when you visit our Website. In certain circumstances, we may request, allow or otherwise provide you an opportunity to submit your personally identifiable information in connection with a feature, program, promotion or some other aspect of our Website. For instance, you may: (a) provide your name, postal/shipping address, email address, credit card number and phone number when registering with our Website, using our online store, or in connection with a contest entry; (b) provide certain demographic information about you (e.g., age, gender, purchase preference, usage frequency, etc.) when participating in a survey, poll or joining a club; or (c) post a general comment and/or recommendation on our Website. Certain information may not be personally identifiable when standing alone (e.g., your age), but may become so when combined with other information (e.g., your age and name). Whether or not you provide this information is your choice; however, in many instances this type of information is required to participate in the particular activity, realize a benefit we may offer, or gain access to certain content on our Website.

(2) Non-Personal Information: Our definition of non-personal information is any information that does not personally identify you. Non-personal information can include certain personally identifiable information that has been de-identified; that is, information that has been rendered anonymous. We obtain non-personal information about you from information that you provide us, either separately or together with your personally identifiable information. We also automatically collect certain non-personal information from you when you access our Website. This information can include, among other things, IP addresses, the type of browser you are using (e.g., Internet Explorer, Firefox, Safari, etc.), the third party website from which your visit originated, the operating system you are using (e.g., Vista, Windows XP, Mac OS, etc.), the domain name of your Internet service provider (e.g., America Online, NetZero, etc.), the search terms you use on our Website, the specific web pages you visit, and the duration of your visits.

## **B. HOW WE USE & SHARE THE INFORMATION COLLECTED**

(1) Personally Identifiable Information: The personally identifiable information you submit to us is generally used to carry out your requests, respond to your inquiries, better serve you, or in other ways naturally associated with the circumstances in which you provided the information. We may also use this information to later contact you for a variety of reasons, such as customer service, providing you promotional information for our products or those of our parent company, subsidiaries or other affiliated companies ("affiliated companies"), or to communicate with you about content or other information you have posted or shared with us via our Website. You may opt-out from receiving future promotional information from us or our affiliated companies, or direct that we not share your information with any affiliated companies, as set forth below.

In certain instances we may also share your personally

identifiable information with our third party vendors performing functions on our behalf (or on behalf of our affiliated companies) – e.g., vendors that process credit card orders, deliver our merchandise, administer our promotions, provide us marketing or promotional assistance, analyze our data, assist us with customer service, etc. Our vendors agree to use this information, and we share information with them, only to carry out our requests. In addition, we may share your personally identifiable information with participating sponsors to a program or promotion (e.g., a sweepstakes or contest) you enter via our Website, and with third parties who assist us in using the content or other information you have posted or shared with us via our Website (e.g., production companies we may use). Further, we may share your personally identifiable information with third parties such as our co-promotional partners and others with whom we have marketing or other relationships. Except as provided in this Privacy Policy, our Terms of Use, or as set forth when you submit the information, your personally identifiable information will not be shared or sold to any third parties without your prior approval.

(2) Non-Personal Information: We use non-personal information in a variety of ways, including to help analyze site traffic, understand customer needs and trends, carry out targeted promotional activities, and to improve our services. We may use your non-personal information by itself or aggregate it with information we have obtained from others. We may share your non-personal information with our affiliated companies and third parties to achieve these objectives and others, but remember that aggregate information is anonymous information that does not personally identify you.

### **C. OTHER USES & INFORMATION**

(1) IP Addresses: An IP address is a number that is automatically assigned to your computer whenever you are surfing the

Internet. Web servers (computers that "serve up" web pages) automatically identify your computer by its IP address. When visitors request pages from our Website, our servers typically log their IP addresses. We collect IP addresses for purposes of system administration, to report non-personal aggregate information to others, and to track the use of our Website. IP addresses are considered non-personal information and may also be shared as provided above. It is not our practice to link IP addresses to anything personally identifiable; that is, the visitor's session will be logged, but the visitor remains anonymous to us. However, we reserve the right to use IP addresses to identify a visitor when we feel it is necessary to enforce compliance with our Website rules or to: (a) fulfill a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property, our Website, or other users; or (d) in an emergency to protect the health and safety of our Website's users or the general public.

(2) Cookies, etc.: "Cookies" are small text files from a website that are stored on your hard drive. These text files make using our Website more convenient by, among other things, saving your passwords and preferences for you. Cookies themselves do not typically contain any personally identifiable information. We may analyze the information derived from these cookies and other technological tools we employ (such as clear gifs/web beacons) and match this information with data provided by you or another party. We may provide our analysis and certain non-personal information to third parties (who may in turn use this information to provide advertisements tailored to your interests), but this will not involve disclosing any of your personally identifiable information. Please note that advertisers that serve advertisements on our Website and third-party content providers that serve content on our Website may also use their own cookies and other technological tools which are subject to the advertiser's privacy policies, not this Privacy Policy.

If you are concerned about the storage and use of cookies, you may be able to direct your internet browser to notify you and seek approval whenever a cookie is being sent to your hard drive. You may also delete a cookie manually from your hard drive through your internet browser or other programs. Please note, however, that some parts of our Website will not function properly or be available to you if you refuse to accept a cookie or choose to disable the acceptance of cookies.

(3) Email Communications: If you send us an email with questions or comments, we may use your personally identifiable information to respond to your questions or comments, and we may save your questions or comments for future reference. For security reasons, we do not recommend that you send non-public personal information, such as passwords, social security numbers, or bank account information, to us by email. However, aside from our reply to such an email, it is not our standard practice to send you email unless you request a particular service or sign up for a feature that involves email communications, it relates to purchases you have made with us (e.g., product updates, customer support, etc.), we are sending you information about our other products and services, or you consented to being contacted by email for a particular purpose. In certain instances, we may provide you with the option to set your preferences for receiving email communications from us; that is, agree to some communications but not others. You may "opt out" of receiving future commercial email communications from us by clicking the "unsubscribe" link included at the bottom of most emails we send, or as provided below; provided, however, we reserve the right to send you transactional emails such as customer service communications.

(4) Transfer of Assets: As we continue to develop our business, we may sell or purchase assets. If another entity acquires us or all (or substantially all) of our assets, the personally identifiable information and non-personal information we have about you will

be transferred to and used by this acquiring entity, though we will take reasonable steps to ensure that your preferences are followed. Also, if any bankruptcy or reorganization proceeding is brought by or against us, all such information may be considered an asset of ours and as such may be sold or transferred to third parties.

(5) Other: Notwithstanding anything herein to the contrary, we reserve the right to disclose any personally identifiable or non-personal information about you if we are required to do so by law, with respect to copyright and other intellectual property infringement claims, or if we believe that such action is necessary to: (a) fulfill a government request; (b) conform with the requirements of the law or legal process; (c) protect or defend our legal rights or property, our Website, or other users; or (d) in an emergency to protect the health and safety of our Website's users or the general public.

(6) Your California Privacy Rights: Residents of the State of California, under certain provisions of the California Civil Code, have the right to request from companies conducting business in California a list of all third parties to which the company has disclosed certain personally identifiable information as defined under California law during the preceding year for third party direct marketing purposes. You are limited to one request per calendar year. In your request, please attest to the fact that you are a California resident and provide a current California address for our response. You may request the information in writing at:

Don Cowan LLC  
6950 SW Hampton Street, Suite 322  
Tigard, Oregon 97035

#### **D. PUBLIC FORUMS**

We may offer now or in the future chat rooms, blogs, message

boards, bulletin boards, or similar public forums where you and other users of our Website can communicate. The protections described in this Privacy Policy do not apply when you provide information (including personal information) in connection with your use of these public forums. We may use personally identifiable and non-personal information about you to identify you with a posting in a public forum. Any information you share in a public forum is public information and may be seen or collected by anyone, including third parties that do not adhere to our Privacy Policy. We are not responsible for events arising from the distribution of any information you choose to publicly post or share through our Website.

## **E. CHILDREN**

The features, programs, promotions and other aspects of our Website requiring the submission of personally identifiable information are not intended for children. We do not knowingly collect personally identifiable information from children under the age of 13. If you are a parent or guardian of a child under the age of 13 and believe he or she has disclosed personally identifiable information to us please contact us in writing at: Don Cowan LLC, 6950 SW Hampton Street, Suite 322, Tigard, Oregon 97223. A parent or guardian of a child under the age of 13 may review and request deletion of such child's personally identifiable information as well as prohibit the use thereof.

## **F. KEEPING YOUR INFORMATION SECURE**

We have implemented security measures we consider reasonable and appropriate to protect against the loss, misuse and alteration of the information under our control. Please be advised, however, that while we strive to protect your personally identifiable information and privacy, we cannot guarantee or warrant the security of any information you disclose or transmit to us online and are not responsible for the theft, destruction, or inadvertent



disclosure of your personally identifiable information. In the unfortunate event that your "personally identifiable information" (as the term or similar terms are defined by any applicable law requiring notice upon a security breach) is compromised, we may notify you by e-mail (at our sole and absolute discretion) to the last e-mail address you have provided us in the most expedient time reasonable under the circumstances; provided, however, delays in notification may occur while we take necessary measures to determine the scope of the breach and restore reasonable integrity to the system as well as for the legitimate needs of law enforcement if notification would impede a criminal investigation. From time to time we evaluate new technology for protecting information, and when appropriate, we upgrade our information security systems.

## **G. OTHER SITES/LINKS**

Our Website may link to or contain links to other third party websites that we do not control or maintain, such as in connection with making donations to advertisers on our Website and banner advertisements. We are not responsible for the privacy practices employed by any third party website. We encourage you to note when you leave our Website and to read the privacy statements of all third party websites before submitting any personally identifiable information.

## **H. CONTACT & OPT-OUT INFORMATION**

You may contact us in writing at Don Cowan LLC, 6950 SW Hampton Street, Suite 322, Tigard, Oregon 97223 if: (a) you have questions or comments about our Privacy Policy; (b) wish to make corrections to any personally identifiable information you have provided; (c) want to opt-out from receiving future commercial correspondence, including emails, from us or our affiliated companies; or (d) wish to withdraw your consent to sharing your personally identifiable information with others. We

will respond to your request and, if applicable and appropriate, make the requested change in our active databases as soon as reasonably practicable.

## **I. SOLE STATEMENT**

This Privacy Policy as posted on this Website is the sole statement of our privacy policy with respect to this Website, and no summary, modification, restatement or other version thereof, or other privacy statement or policy, in any form, is valid unless we post a new or revised policy to the Website.

## **User Agreement**

*(Effective Date 12/18/08)*

All materials on this site ©2008 Don Cowan LLC or used with permission. All rights reserved.

### **Terms of Use**

#### **1. INTRODUCTION AND ACCEPTANCE**

Welcome to the doncowan.com ("Website").

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WEBSITE. BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME) YOU ARE AGREEING TO COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION 16 BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE.

You agree that these Terms of Use are supported by good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge. Such consideration includes, without

limitation, your use of the Website and the materials and information available on the same and the possibility of publication or publicity of your User Content (as defined in Section 5).

In addition to these Terms of Use, we have established a Privacy Policy to explain how we collect and use information about you. A copy of this Privacy Policy can be found here: **Privacy Policy** and is incorporated by reference into these Terms of Use. By accessing or using the Website, you are also signifying your acknowledgement and agreement to our Privacy Policy.

## **2. INTELLECTUAL PROPERTY**

The Website and included content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features (collectively, the "Website Content") (and all intellectual property rights to the same) are owned by us, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on the Website are owned by us, our licensors, or both. Except for the limited use rights granted to you in these Terms of Use, you shall not acquire any right, title or interest in the Website or any Website Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

## **3. WEBSITE ACCESS AND USE**

(A) Access to the Website including, without limitation, the Website Content is provided for your information and personal, non-commercial use only. When using the Website, you agree to comply with all applicable federal, state, and local laws including, without limitation, copyright law. Except as expressly permitted

in these Terms of Use, you may not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Website Content for any purpose whatsoever without obtaining prior written consent from us or, in the case third-party content, its respective owner. In certain instances, we may permit you to download or print Website Content or both. In such a case, you may download or print (as applicable) one copy of Website Content for your personal, non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading or printing Website Content.

(B) Furthermore, except as expressly permitted in these Terms of Use, you may not:

(i) remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice on the Website or Website Content;

(ii) circumvent, disable or otherwise interfere with security-related features of the Website including, without limitation, any features that prevent or restrict use or copying of any content or enforce limitations on the use of the Website or Website Content;

(iii) use an automatic device (such as a robot or spider) or manual process to copy or "scrape" the Website or Website Content for any purpose without our express written permission. Notwithstanding the foregoing, we grant public search engine operators permission to use automatic devices (such as robots or spiders) to copy Website Content from the Website for the sole purpose of creating (and only to the extent necessary to create) a searchable index of Website Content that is available to the public. We reserve the right to revoke this permission (generally or specifically) at any time;

(iv) collect or harvest any personally identifiable information from

the Website including, without limitation, user names, passwords, email addresses;

(v) solicit other users to join or become members of any commercial online service or other organization without our prior written approval;

(vi) attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same;

(vii) decompile, reverse engineer, or disassemble any portion of any the Website; use network-monitoring software to determine architecture of or extract usage data from the Website;

(ix) encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity (e.g., using another person's Membership (as defined in Section B) without permission, etc.);

(x) violate U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce; or

(xi) engage in any conduct that restricts or inhibits any other user, person or entity from using or enjoying the Website.

(C) You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

#### **4. USER REGISTRATION**

(A) We may now or in the future require you have to become a registered user in order to access or use some features of the Website. If you are under the age of thirteen, then you are not permitted to register as a user or otherwise submit personal

information.

(B) If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a user name and password (a "Membership"), which may permit you access to certain areas of the Website not available to non-registered users. You are responsible for safeguarding and maintaining the confidentiality of your Membership. You are solely responsible for the activity that occurs under your Membership, whether or not you have authorized the activity. You agree to notify us in writing at Don Cowan LLC, 6950 SW Hampton Street, Suite 322, Tigard, Oregon 97223 of any breach of security or unauthorized use of your Membership.

## **5. USER CONTENT**

(A) We may now or in the future permit users to post, upload, transmit through, or otherwise make available on the Website (collectively, "submit") messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials ("User Content"). Subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published on the Website. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same.

(B) You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such

permission or from any other harm resulting from User Content that you submit.

(C) You will not submit any User Content that:

(i) violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity;

(ii) impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable;

(iii) encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law;

(iv) is an advertisement for goods or services or a solicitation of funds;

(v) includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;

(vi) contains a formula, instruction, or advice that could cause harm or injury; or

(vii) is a chain letter of any kind.

Moreover, any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying the Website will not be permitted.

(D) By submitting User Content to us, simultaneously with such posting, you automatically grant, or warrant that the owner has expressly granted to us a worldwide, royalty-free, perpetual,

irrevocable, non-exclusive, fully sublicensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate including, without limitation, (1) in connection with our business; and (2) in connection with the businesses of our successors, parents, subsidiaries, and their related companies. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such User Content. Furthermore, you also grant other users permission to access your User Content and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish your User Content for personal, non-commercial use as permitted by the functionality of the Website and these Terms of Use.

(E) By submitting User Content, you also grant us the right, but not the obligation to use your biographical information including, without limitation, your name and geographical location in connection with broadcast, print, online, or other use or publication of your User Content. Notwithstanding the foregoing, you waive any and all claims you may now or later have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the User Content.

(F) We reserve the right to display advertisements in connection with your User Content and to use your User Content for advertising and promotional purposes. You acknowledge and agree that your User Content may be included on the websites and advertising networks of our distribution partners and third-party service providers (including their downstream users).

(G) We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable



access to any User Content.

## **6. WEBSITE CONTENT & THIRD PARTY LINKS**

(A) We provide the Website including, without limitation, Website Content for educational, informational, entertainment and promotional and third-party donation purposes only. You may not rely on any information and opinions expressed on any of our Website for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of Website Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Website Content.

(B) In many instances, Website Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement made on the Website by anyone other than authorized employees or spokespersons while acting in their official capacities.

(C) If there is a dispute between persons accessing the Website or between persons accessing the Website and any third party, you understand and agree that we are under no obligation to become involved. If there is such a dispute, you hereby release Don Cowan LLC and its officers, directors, employees, parents, partners, successors, agents, affiliates, subsidiaries, and their related companies from claims, demands, and damages of every kind or nature arising out of, relating to, or in any way connected with such dispute.

(D) The Website(s) may contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of

third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

## **7. INDEMNIFICATION**

You agree to indemnify and hold harmless Don Cowan LLC and its officers, directors, employees, parents, partners, successors, agents, distribution partners, affiliates, subsidiaries, and their related companies from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys' fees and costs) arising out of, related to, or that may arise in connection with: (i) your access to or use of the Website; (ii) User Content provided by you or through use of your Membership; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

## **8. DISCLAIMERS**

(A) YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND WEBSITE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, Don Cowan LLC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT THE WEBSITE WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY,

SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE WEBSITE OR WEBSITE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON OUR WEBSITE OR ACCESSED THROUGH THE WEBSITE; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; (6) WARRANTIES THAT YOUR USE OF THE WEBSITE WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED.

## **9. LIMITATION ON LIABILITY**

(A) UNDER NO CIRCUMSTANCES SHALL Don Cowan LLC OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF SCRIPPS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THESE TERMS OF USE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH ANY OF THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON

THE WEBSITE.

(B) NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF DON COWAN LLC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY ADVERTISING THERAPEUTIC RIDING CENTERS DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF THE WEBSITE OR THESE TERMS OF USE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

(C) In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

## **10. TERMINATION**

(A) We reserve the right in our sole discretion and at any time to terminate or suspend your Membership and/or block your access to the Website for any reason including, without limitation if you have failed to comply with the letter and spirit of these Terms of Use. You agree that Don Cowan LLC shall not be liable to you or any third party for any termination or suspension of your Membership or for blocking your access to the Website(s).

(B) Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the

suspension or termination of your Membership or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, dispute resolution, no class action, no trial by jury and all of the miscellaneous provisions in Section 17.

## **11. COPYRIGHT POLICY**

(A) We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances and at our sole discretion, we may terminate and/or disable the Membership of users suspected to be infringing the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing or the subject of infringing activity.

(B) In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is:

Donald G Cowan  
6950 SW Hampton Street  
Suite 322  
Tigard, Oregon 97223

(C) If you are a copyright owner (or authorized to act on behalf of the copyright owner) and believe that your work's copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

(i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(ii) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

(iii) Identification of the material that is claimed to be infringing 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 us to locate the material.

(iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

(v) 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.

(vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

## **12. CHOICE OF LAW; JURISDICTION AND VENUE**

These Terms of Use shall be construed in accordance with the laws of the State of Oregon without regard to its conflict of laws rules. Any legal proceedings against Don Cowan LLC that may arise out of, relate to, or be in any way connected with our

Website or these Terms of Use shall be brought exclusively in the state and federal courts of Portland, Oregon, and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

### **13. DISPUTE RESOLUTION**

In the Dispute Resolution Section only, "we" and "us" are used to refer to you and Don Cowan LLC together.

(A) We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by contacting us at the address provided in these Terms of Use. We will contact you based on the contact information you have provided us.

(B) We each agree to finally settle all disputes (as defined and subject to any specific exceptions below) only by arbitration. In arbitration, there's no judge or jury and review is limited. However, just as a court would, the arbitrator must honor the terms and limitations in the Terms of Use and can award the same damages and relief. The arbitrator's decision and award is final and binding, with some exceptions under the Federal Arbitration Act ("FAA"), and judgment on the award may be entered in any court with jurisdiction. We each also agree as follows:

(i) "Disputes" are any claims or controversies against each other related in any way to the Website, Website Content or these Terms of Use - this includes claims you bring against our employees, agents, affiliates or other representatives, and claims Scripps may bring against you.

(ii) If either of us wants to arbitrate a dispute, we agree to send written notice to the other providing a description of the dispute, previous efforts to resolve the dispute, all supporting

documents/information, and the proposed resolution. We will send notice to you based on the contact information you have provided us and notice to us must be sent to: Donald Cowan, 6950 SW Hampton Street, Suite 322, Tigard, Oregon 97223. We agree to make attempts to resolve the dispute. If we cannot resolve the dispute within forty-five (45) days of receipt of the notice to arbitrate, then we may submit the dispute to formal arbitration.

(iii) The FAA applies to this Agreement and arbitration provision. We each agree the FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

(iv) The arbitration will be administered by the American Arbitration Association ("AAA") under its arbitration rules. If any AAA rule conflicts with these Terms of Use, these Terms of Use apply. You can obtain procedures, rules, and fee information from the AAA at 1-800-778-7879 1 or [www.adr.org](http://www.adr.org).

(v) The Arbitration will be conducted by a single neutral arbitrator and will take place in Portland, Oregon. The federal or state law that applies to these Terms of Use will also apply during the arbitration.

(vi) We each agree not to pursue arbitration on a classwide basis. We each agree that any arbitration will be solely between you and us (not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the dispute must be brought in court.

(vii) We each are responsible for our respective costs relating to counsel, experts, and witnesses, as well as any other costs relating to the arbitration.

(C) Either of us may bring qualifying claims in small claims court.



#### **14. NO CLASS ACTIONS**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

#### **15. NO TRIAL BY JURY**

TO THE EXTENT ALLOWED BY LAW, WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

#### **16. AMENDMENT; ADDITIONAL TERMS**

(A) We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Website or to modify these Terms of Use. In addition, we reserve the right to provide you with operating rules or additional terms that may govern your use of the Website generally, unique parts of the Website, or both ("Additional Terms"). Any Additional Terms that we may provide to you will be incorporated by reference into these Terms of Use. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

(B) Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on the Website or by notification by email or conventional mail. It is your responsibility to review the Terms of Use and the Website from time to time for any changes or Additional Terms. Your access and use of any the Website following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any

Additional Terms, immediately discontinue use of the Website and, if applicable, terminate your Membership.

## **17. MISCELLANEOUS**

(A) No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of these Terms of Use is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

(B) These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject matter.

(C) You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.