

These Terms and Conditions shall govern the contractual relationship between Vitakraft Sunseed, Inc., along with its agents, assigns, affiliates, partners, and employees, (“Vitakraft”) and all participants (“Participant”), as well as volunteers organized, retained, or otherwise engaged by Participant (“Volunteer”) to implement the training received through the Feline Right at Home Shelter Program (the “Program”).

Participation in the Feline Right at Home Shelter Program will be provided to Participant at no cost, and in consideration of the access to the free Program, participation is expressly conditioned on Participant's consent to these Terms and Conditions. Any additional or different terms proposed by Participant are expressly objected to and will not be binding upon Vitakraft unless specifically accepted to in writing by Vitakraft's authorized representative.

Vitakraft will conduct the Program in accordance with the description made in the Training Proposal Landing Page and will use reasonable endeavors to ensure that any Program provided is dispensed with reasonable skill and care and will follow practices consistent with the professional standards in the industry.

Program Courses are intended for, and participation is restricted exclusively to, employees of Participant and Volunteers. Participant may request that access to the Program be allowed also to contractors or suppliers of Participant, but Vitakraft reserves the right to accept or reject such request in its sole discretion.

Participant acknowledges that the training materials provided by Vitakraft are protected under copyright law and may not be disclosed to individuals other than the Participant or Volunteer, or used for any purposes other than for the training purposes agreed to under the terms of the Program. Under no circumstances may the whole or any part of the training materials be produced or copied in any form or translated into another language without the prior written consent of Vitakraft.

Participant agrees to provide Vitakraft with all data requested by Vitakraft related to Participant's implementation of the Program on an on-going basis, including but not limited to identifying information for the cats undergoing the Program, adoption rates, euthanzation rates, and other information reasonably requested by Vitakraft (the “Program Data”). Participant grants to Vitakraft, and each of its subsidiaries, affiliates, agents, advertising or promotional agencies, and partners, and all such entities' officers, directors, agents, employees, respective successors and assigns (collectively, “Authorized Parties”), the absolute and irrevocable right and permission to use, track program progress, publish, broadcast and/or copyright the use of the Program Data, in its current form or as retouched, digitized, cropped, altered, distorted or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Volunteer Activities in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation advertising, promoting or publicizing products and services throughout the universe, in perpetuity, in any and all media now known or hereafter devised (including without limitation on the Internet), without additional compensation.

Participant represents and warrants that any data, images, or information submitted to Vitakraft: (a) does not infringe or violate the rights of any third party (including, but not limited to, patents, copyrights, trademarks, trade secrets and rights of publicity); (b) is not defamatory or obscene; and (c) does not violate any other applicable law.

Participant acknowledges and agrees to Vitakraft's [Privacy Policy](#).

The Program provides behavior modification training for shelter cats with the goal of making the cats more adoptable. Scared, shutdown, and defensive cats can be unpredictable. Participant agrees and acknowledges that all employees or volunteers will execute the Feline Right at Home Shelter Program [Liability Waiver](#) prior to receiving access to the Program.

Vitakraft shall have no liability to Participant, on all claims of any kind, whether in contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, arising out of or related to the Program, or its performance or breach.

In no event shall Vitakraft or its subcontractors be liable for any loss of profits, or goodwill or for any special or indirect or consequential damages arising in delivering the Program(s). This provision shall prevail over any conflicting or inconsistent terms in the Program, unless those terms further restrict Vitakraft's liability.

All conditions and warranties not expressly set forth in the Program and whether expressed or implied are excluded to the fullest extent permissible by law. In particular but without limiting the generality of the foregoing, Vitakraft shall not be liable for any practical use made by the Volunteers, Participant or any agent or employee of Participant, of the information contained in the Program or any related training material.

Participant shall indemnify Vitakraft against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Vitakraft arising out of or in connection with: Any breach of Participant, its employees, agents or subcontractors or any of the Volunteers of any provisions of the Contract; any negligence or other tortious conduct of Participant, its employees, agents or subcontractors or any of the Volunteers; and any claim made against Vitakraft by a third party for death, personal injury or damage to property which is attributable to the acts or omissions of Participant, its employees, agents, or subcontractors, or any of the Volunteers.

**Governing Law and Dispute Resolution** Any dispute arising out of or in connection with the Program, including any question regarding its existence, validity or termination, shall be governed by and subject to the Jurisdiction of the Lucas County Court of Common Pleas of Ohio.

Vitakraft reserves the right to make a change in the contents, relocate the site of the Program and change the instructor(s). Vitakraft may further develop or update the content of the Program without prior announcement. Vitakraft reserves the right, at its sole discretion, to terminate the Program with no prior notice to Participant.