

# Rights and Responsibilities

This agreement was written in English (US). To the extent any translated version of this agreement conflicts with the English version, the English version controls. Please note that Section 17 contains certain changes to the general terms for users outside the United States.

## Statement of Rights and Responsibilities

This Statement of Rights and Responsibilities ("Statement," "Terms," or "SRR") derives from the Araucana World.com and Araucana Registry.com (**ARC**)— both will be referred to as ARC throughout the rest of the agreement and is our terms of service that governs our relationship with users and others who interact with ARC. By using or accessing ARC, you agree to this Statement, as updated from time to time in accordance with Section 14 below. Additionally, you will find resources at the end of this document that help you understand how Facebook works.

### 1. Privacy

Your privacy is very important to us. We do not collect or sell your content and information to any outside parties.

#### 2. Sharing Your Content and Information

You own all of the content and information you post on ARC, and you can decide what you post or upload to your classified ads or registry information.

1. For content that is covered by intellectual property rights, like photos and videos (IP content), you specifically give us the following permission, subject to your own privacy and application settings; you grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use any IP content that you post on or in connection with ARC. This IP License ends when you delete your IP content or your account unless your content has been shared with others, and they have not deleted it.
2. When you delete IP content, it is deleted in a manner similar to emptying the recycle bin on a computer. However, you understand that removed content may persist in backup copies for a reasonable period of time (but will not be available to others).
3. When you use an application, the application may ask for your permission to access your content and information as well as content and information that others have shared with you. We require applications to respect your privacy, and your agreement with that application will control how the application can use, store, and transfer that content and information.
4. When you publish content or information using the Public setting, it means that you are allowing everyone, to access and use that information, and to associate it with you (i.e., your name and profile picture).
5. We always appreciate your feedback or other suggestions about ARC, but you understand that we may use them without any obligation to compensate you for them (just as you

have no obligation to offer them).

### **3. Safety**

We do our best to keep ARC websites safe, but we cannot guarantee it. We need your help to keep your own Registry profile and classified ads safe, which includes the following commitments by you:

1. You will not post unauthorized commercial communications (such as spam) on ARC.
2. You will not collect users' content or information, or otherwise access ARC, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our prior permission.
3. You will not engage in unlawful multi-level marketing, such as a pyramid scheme, on ARC.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any user.
7. You will not post content that: is hate speech, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not develop or operate a third-party application containing alcohol-related, dating or other mature content (including advertisements) without appropriate age-based restrictions.
9. You will follow guidelines and all applicable laws if you publicize or offer any contest, giveaway, or sweepstakes ("promotion") on ARC – either website..
10. You will not use ARC to do anything unlawful, misleading, malicious, or discriminatory.
11. You will not do anything that could disable, overburden, or impair the proper working or appearance of ARC, such as a denial of service attack or interference with page rendering or other ARC functionality.
12. You will not facilitate or encourage any violations of this Statement or our policies.

### **4. Registration and Account Security**

ARC users provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You will not provide any false personal information on ARC websites, or create an account for anyone other than yourself without permission.
2. You will not create more than one personal account.
3. If we disable your account, you will not create another one without our permission.
4. You will not use ARC if you are a convicted sex offender.
5. You will keep your contact information accurate and up-to-date.
6. You will not share your password (or in the case of developers, your secret key), let anyone else access your account, or do anything else that might jeopardize the security of your account.
7. You will not transfer your account (including any Page or application you administer) to anyone without first getting our written permission.

8. If you select a username or similar identifier for your account or Page, we reserve the right to remove or reclaim it if we believe it is appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

## **5. Protecting Other People's Rights**

We respect other people's rights, and expect you to do the same.

1. You will not post content or take any action on ARC (AraucanaRegistry.com or AraucanaWorld.com) that infringes or violates someone else's rights or otherwise violates the law.
2. We can remove any content or information you post on Facebook if we believe that it violates this Statement or our policies.
3. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal.
4. If you repeatedly infringe other people's intellectual property rights, we will disable your account when appropriate.
5. You will not use our copyrights or trademarks except as expressly permitted by our Brand Usage Guidelines or with our prior written permission.
6. If you collect information from users, you will: obtain their consent, make it clear you (and not ARC) are the one collecting their information, and post a privacy policy explaining what information you collect and how you will use it.
7. You will not post anyone's identification documents or sensitive financial information on ARC.
8. You will not tag users or send email invitations to non-users without their consent.

## **6. Mobile and Other Devices**

1. We currently provide our website mobile services for free, but please be aware that your carrier's normal rates and fees, such as text messaging and data charges, will still apply.
2. In the event you change or deactivate your mobile telephone number, you will update your account information on ARC within 48 hours to ensure that your messages are not sent to the person who acquires your old number.
3. You provide consent and all rights necessary to enable users to sync (including through an application) their devices with any information that is visible to them on ARC.

## **7. Payments**

If you make a payment on ARC, you agree to our Payment Terms.

## **8. About Advertisements and Other Commercial Content Served or Enhanced by ARC**

Our goal is to deliver advertising and other commercial or sponsored content that is valuable to our users and advertisers. In order to help us do that, you agree to the following:

1. You give us permission to use your name, profile picture, content, and information in connection with commercial, sponsored, or related content (such as a brand you like) served or enhanced by us. This means, for example, that you permit a business or other entity to pay us to display your name and/or profile picture with your content or information, without any compensation to you. If you have selected a specific audience for your content or information, we will respect your choice when we use it.
2. We do not give your content or information to advertisers without your consent.
3. You understand that we may not always identify paid services and communications as such.

## 9. Termination

If you violate the letter or spirit of this Statement, or otherwise create risk or possible legal exposure for us, we will notify you by email or at the next time you attempt to access your account. You may also delete your account or in some cases, this Statement shall terminate it.

## 10. Disputes

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement in the U.S. District Court for the Northern District of California or a state court. And you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such claims. The laws of the State of California will govern this Statement, as well as any claim that might arise between you and us, without regard to conflict of law provisions.
2. If anyone brings a claim against us related to your actions, content or information on **ARC**, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim. Although we provide rules for user conduct, we do not control or direct users' actions on **ARC** and are not responsible for the content or information users transmit or share on **ARC**. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter on **ARC**. We are not responsible for the conduct, whether online or offline, or any user of **ARC**.
3. WE TRY TO KEEP ARC, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING **ARC** Websites (Araucana Registry.com and Araucana World.com) AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT **ARC** WILL ALWAYS BE SAFE, SECURE OR ERROR-FREE OR THAT **ARC** WILL ALWAYS FUNCTION WITHOUT DISRUPTIONS, DELAYS OR IMPERFECTIONS. **ARC** IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS,

EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE §1542, WHICH SAYS: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. WE WILL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS STATEMENT OR **ARC**, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY ARISING OUT OF THIS STATEMENT OR **ARC** WILL NOT EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$120) OR THE AMOUNT YOU HAVE PAID US IN THE PAST TWELVE MONTHS. 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 SUCH CASES **ARC'S** LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

#### **11. Special Provisions Applicable to Users Outside the United States**

We strive to create a global community with consistent standards for everyone, but we also strive to respect local laws. The following provisions apply to users and non-users who interact with ARC outside the United States:

1. You consent to having your personal data transferred to and processed in the United States.
2. If you are located in a country embargoed by the United States, or are on the U.S. Treasury Department's list of Specially Designated Nationals you will not engage in commercial activities on ARC (such as advertising or payments) or operate a Platform application or website. You will not use ARC if you are prohibited from receiving products, services, or software originating from the United States.