

Website Terms and Conditions

Effective June 27, 2024

Thecationashville.com (this “Site”) is owned and operated by The Catio Cat Lounge, Inc. and The Senior Catio, (“CCL,” “we,” “our” or “us”). CCL is a Tennessee nonprofit organization that is dedicated to finding permanent and loving homes for cats within the greater Nashville community.

Your Consent to These Terms and Conditions

Your use of this Site is subject to these Terms and Conditions (“Terms and Conditions”). By accessing or using this Site, you are agreeing to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you may not use this Site.

Changes to These Terms and Conditions

As we add new features and functionality to this Site, we may need to update or revise these Terms and Conditions. We reserve the right to do so, at any time and without prior notice, by posting the revised version on this Site. These changes will be effective as of the date we post the revised version on this Site. By accessing or using this Site following any such change, you are agreeing to be bound by the revised Terms and Conditions. For this reason, it is important for you to review our Terms and Conditions on a regular basis.

You may view or print the current version of these Terms and Conditions at any time by clicking on the link marked “Terms and Conditions” at the bottom of each page of this Site.

Copyright Compliance

CCL respects the intellectual property rights of others. Its policy is to respond to any claim that Content posted on the Site infringes on the copyright or other intellectual property rights (“infringement”) of any person or entity.

If a copyright owner or a person or entity authorized on behalf of one, believes that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit such a claim via to the contact form found on the Site and include in the claim a detailed description of the alleged infringement as detailed below, under “DMCA Notice and Procedure for Copyright Infringement Claims.”

Such claimants may be held accountable for damages (including costs and attorneys’ fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Site on a copyright.

DMCA Notice and Procedure for Copyright Infringement Claims

Claimants may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing CCL with the following information in writing (See 17 U.S.C Section 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;

- a description of the copyrighted work that the owner claims has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Site where the material claimed as is infringing is located;
- owner or representative's address, telephone number, and email address;
- a statement by the claimant that they have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by the claimant, made under penalty of perjury, that the above information in their notice is accurate and that they are the copyright owner or authorized to act on the copyright owner's behalf.

Our Site Privacy Policy

Our Site Privacy Policy ("Privacy Policy") describes how we protect your personal information when you use this Site. Our Online Privacy Policy is part of and is incorporated into these Terms and Conditions. You may view or print the current version of our Privacy Policy at any time by clicking on the link marked "Privacy Policy" at the bottom of each page of this Site. The full Privacy Policy is found further below.

Ownership of Site and Content

As used in these Terms and Conditions, the term "Content" means all of the software and code that comprise and operate this Site, and all of the text, photographs, images, illustrations, data, graphics, designs, audio, video and audio-video clips, and other materials provided through this Site. CCL and its licensors own all right, title and interest in the Content, including all copyrights. In addition, the entire Content of this Site is protected as a compilation under U.S. and international copyright laws and treaties, and CCL owns the copyright in the compilation, including the collection, assembly, selection, coordination and arrangement of the Content of this Site.

We hereby grant you a limited, revocable license to download and print copies of any portion of the Content of this Site to which you have properly gained access, but only on behalf of your company, if you are accessing this Site on behalf of your company, or for your own personal, non-commercial use, and only if you do not remove, modify or obscure any copyright, trademark, or other proprietary notices. The foregoing license is subject to these Terms and Conditions and does not include the right to use any data mining, robots or similar data gathering or extraction methods nor the right to "harvest" email addresses. This license is revocable at any time without notice and with or without cause. You may not permit others to copy, distribute, perform or display publicly, prepare derivative works based on, broadcast, exploit or use any part of the Content on this Site except as expressly provided in these Terms and Conditions without our prior written permission. Nothing in these Terms and Conditions shall be construed as transferring any right, title or interest in this Site or its Content to you or anyone else, except the limited license to use this Site and its Content on the terms expressly set forth herein.

Third Party Content

Some of the information, articles and other materials available through this Site are provided to CCL by third parties. These third-party materials are provided for your interest and convenience only. We do not endorse these materials nor the third parties who supply them to us, nor do we warrant or represent that these materials are current, accurate, complete or reliable.

Trademarks

This Site contains registered and unregistered trademarks of CCL and third parties (“Trademarks”). You may not use any Trademarks displayed on this Site without our or the trademark owners’ (as appropriate) prior written permission.

Data Collection and Use

As part of your participation in CCL’s services, you will be asked to submit your responses to various surveys that involve questions about any existing pet’s health, lifestyle, behavior, environment, and more. Most of these questions are about any pets you might already have, but some are about you and your living environment. This data is important for us to gauge proper forever homes for our cats. Any of this material or any data collected by CCL related to your home environment will become the property of CCL.

All of your data and any pet’s data will be stored in a password-protected database. Within CCL, we will limit who has access to your data. We will make reasonable efforts to ensure the security and integrity of our database. If there is a breach of security, we will inform you. The information, data, and samples we collect about you and your pet are intended for use in determining the efficacy of your home for our cats. Your data will not be used for any other purposes (such as marketing or promotional material) without your explicit consent.

The only exception to keeping your identity private would occur if we learn that you intend to harm yourself or others, including your pet. We must report that to the authorities.

Your Feedback

We welcome your comments, feedback, suggestions, and other communications regarding this Site, including your ideas for new features and other ways that we can make this Site more useful to you (collectively, “Feedback”). Note, however, that any Feedback you provide to us through this Site will be owned exclusively by CCL. Your submission of Feedback will constitute an assignment to us of all right, title and interest in your Feedback, including all worldwide copyrights and all other intellectual property rights in your Feedback. We will have the right to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and prepare derivative works based on any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

Your Obligations

If you wish to register on the Site, you will be required to provide certain personal information to us. You agree to (a) provide true, accurate, current and complete information about yourself as prompted in the applicable page, (b) maintain and promptly update your information to keep it true, accurate, current and complete and (c) the terms of our Privacy Policy.

You agree to use the Site in a manner consistent with any and all applicable laws, rules and regulations. You agree not to upload or transmit to or through the Site any computer viruses, trojan horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. Any unauthorized modification to, tampering with or change to any information, or any interference with the availability of or access to the Site is strictly prohibited. We reserve all rights and

remedies available to us including reporting any breach to the relevant law enforcement authorities and co-operating with those authorities by disclosing your identity to them.

DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (I) THIS SITE AND ALL OF THE CONTENT, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND; AND (II) CCL DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THIS SITE AND THE CONTENT, PRODUCTS AND SERVICES MADE AVAILABLE THROUGH THIS SITE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE; (B) ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; (C) RELATING TO THE SECURITY OF THIS SITE; (D) THAT THE CONTENT OF THIS SITE IS ACCURATE, COMPLETE OR CURRENT; AND (E) THAT THIS SITE WILL OPERATE WITHOUT INTERRUPTION OR ERROR.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

CCL IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY USER POSTINGS. UNDER NO CIRCUMSTANCES, SHALL CCL OR ITS PARTNERS, EMPLOYEES, AGENTS, VENDORS, LICENSORS OR SUPPLIERS, BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THIS SITE, INCLUDING, IN CONNECTION WITH ANY CONTENT, PRODUCTS OR SERVICES RELATED TO OR PROVIDED THROUGH THIS SITE.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING LOSS OF DATA, INCOME OR PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF CCL HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WITHOUT REGARD TO THE EFFECTIVENESS OF OTHER REMEDIES.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF CCL (AND ANY OTHER PERSON OR ENTITY WHOSE LIABILITY WOULD OTHERWISE HAVE BEEN LIMITED) FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED \$10.00.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE FOREGOING LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

Modification and Discontinuation

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently, the Site (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Site. Any of the material (including the Content) on the Site may be out of date at any given time, and we are under no obligation to update such material.

Links to this Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

This Site must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these Terms and Conditions.

Links from this Site

This Site may contain links to websites operated by third parties. We do not control these sites and do not endorse or assume any responsibility or liability for the information, products and services provided through these sites. Before you use any site operated by a third party, you should review the applicable terms of use and policies. If you access a third-party site through this Site, you do so at your own risk.

Interpretation

As used in these Terms and Conditions, the term “including” means “including, but not limited to.”

Waiver

Our failure at any time to require performance of any provision of these Terms and Conditions or to exercise any right provided for herein or by law shall not be deemed a waiver of such provision or such right. All waivers must be in writing and signed by an authorized representative of CCL. Unless the written waiver contains an express statement to the contrary, no waiver by us of any breach of any provision of these Terms and Conditions or of any right provided for herein or by law shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms and Conditions.

Severability

If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms and Conditions shall remain in full force and effect.

Governing Law, Jurisdiction and Venue

These Terms and Conditions shall be governed under the laws of the State of Tennessee without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms and Conditions shall be venued exclusively in state or federal court in Tennessee. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

Entire Agreement

These Terms and Conditions contain the entire understanding and agreement between you and us with respect to this Site (including the use of the Content) and supersede all previous communications, negotiations and agreements, whether oral, written, or electronic between you and us with respect to this Site. Nothing in these Terms and Conditions excludes or limits our liability for fraud or fraudulent misrepresentation which such a limitation would be unenforceable as a matter of law.

Website Privacy Policy

Effective August 1, 2024

Thecationashville.com (this “Site”) is owned and operated by The Catio Cat Lounge, Inc. and The Senior Catio, (“CCL,” “we,” “our” or “us”). CCL is a Tennessee nonprofit corporation that bridges science and resources to advance the health of animals.

This Privacy Policy is part of the Terms and Conditions that govern your use of this Site. You may review our Terms and Conditions by clicking on the link at the bottom of each page of this Site.

Scope of this Privacy Policy

This Privacy Policy covers the “personal information” we collect through this Site. “Personal information” is information that identifies you personally, either alone or in combination with other information available to us.

Your Consent

Please read this Privacy Policy carefully. By accessing or using this Site, you are agreeing to the terms of this Privacy Policy. If you do not agree to the collection, use and disclosure of your personal information as set forth in this Privacy Policy, you may not use this Site.

Privacy Notices

This Privacy Policy may be supplemented or amended from time to time by “privacy notices” posted on this Site. Generally, privacy notices provide details about the personal information we collect on particular pages or particular areas of this Site, why we need that information, and choices you may have about the ways we use or share that information. Our privacy notices are part of this Privacy Policy.

Changes to This Privacy Policy

We reserve the right to update or revise this Privacy Policy at any time and without prior notice, by posting the revised version on this Site. The changes will be effective as of the date we post the revised version on this Site. They will apply only to the personal information we collect after we have posted the revised version. Your use of this Site following any such change constitutes your consent to the terms of the revised Privacy Policy. For this reason, it is important to review this Privacy Policy regularly.

You may access the current version of this Privacy Policy at any time by clicking on the link marked “Privacy Policy” at the bottom of each page of this Site. For your convenience, we will post a notice at the top of this Privacy Policy for at least 60 days after we revise this Privacy Policy to alert you to the changes we have made.

What Personal Information Do We Collect Through This Site?

Information You Provide. We collect the personal information you knowingly provide (using your mouse and keyboard) when you use this Site. The information we collect depends on how you use this Site. Specifically, the purpose of the Site involves you providing various types of information as described in the Terms and Conditions. This sharing of information is fully at the discretion of the users of the Site and, pursuant to the limitation of liability and disclaimer language in the Terms and Conditions to the

Site, CCL accepts no liability for the possible undesired disclosure of such information due to any issue with the Site or otherwise.

Information Sent to Us by Your Web Browser, In General. We collect information that is sent to us automatically by your Web browser. This information typically includes your IP address, the identity of your Internet Service Provider, the name and version of your operating system, the name and version of your browser, the date and time of your visit, and the pages you visit. An “IP address” is a unique number that is automatically assigned to your computer when you connect to the Internet. It is used to identify your computer’s “location” in cyberspace, so that the information you request can be delivered to you. If you use a dial-up connection or a connection that assigns dynamic IP addresses, your computer may be assigned a new IP Address each time you connect to the Internet. If, however, your computer is permanently connected to the Internet using a static IP address, the IP address assigned to your computer will generally be the same each time you use your computer. Although it does not identify you by name, we treat your IP address as your personal information.

Generally, we do not link the information provided by your browser to information that identifies you by name. You should know, however, that when you access this Site by clicking on a link in an electronic communication you receive from us, your browser tells us that someone has clicked on a particular link in that particular electronic communication. We use this information to improve our marketing efforts. In addition, we review our server logs — which contain visitors’ IP addresses — for security and fraud prevention purposes. If criminal activity is suspected, we may share our server logs and the personal information we have collected through this Site with the appropriate investigative authorities who could use that information to trace and identify individuals.

Cookies and Similar Technologies. We use “cookies” and other Web technologies for a number of purposes, including

- to collect information about the ways visitors use this Site — for example, which pages they visit, which links they use, and how long they stay on each page;
- to support the features and functionality of this Site — for example, to save you the trouble of re-entering information already in our database or to prompt the settings you established on previous visits to this Site;
- to personalize your experience when you use this Site; and
- to remarket to you after you have left this Site.

Generally, the information we collect using these Web technologies does not identify you personally. If, however, you have created a user identity, we may link the information we collect using Web technologies to other information that identifies you personally.

If you do not wish to allow cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. You may also delete our cookies as soon as you leave this Site. Although you are not required to accept our cookies when you visit this Site, you will not be able to use all of the features and functionality of this Site if you set your browser to reject cookies.

How Do We Use the Personal Information We Collect Through This Site?

Generally, we use the personal information we collect through this Site:

- to provide the information and services you request;
- to personalize your experience when you use this Site;
- to personalize our communications with you;

- to contact you with other information and/or services that we believe will be of interest to you (unless you have chosen not to receive these communications);
- to contact you with information and notices related to your use of this Site;
- to invite you to participate in surveys and provide feedback to us (unless you have chosen not to receive such invitations);
- to make sure our mailing lists are accurate, current and do not contain multiple entries for the same individual;
- to better understand your needs and interests;
- to improve the content, functionality and usability of this Site;
- to deliver advertising or remarketing reminders through display networks encouraging users to return to the Site;
- to improve our marketing and promotional efforts; and
- for security and fraud-prevention purposes.

Form Fill Features. You may use the site to submit forms, sign up for newsletters, and otherwise submit information to us for our use in answering your questions and concerns, enrolling you in our newsletter submission, and in otherwise communicating with you.

How Do We Share Your Personal Information?

Service Providers. We may share your personal information with companies that perform services on our behalf, such as credit card verification, online recruiting, advertising services, and Web hosting service providers.

Co-Sponsored Events. Depending on your privacy preferences, we may contact you with information about seminars and other events sponsored by CCL. Some of these events may be co-sponsored with other organizations. In such cases, we may lend our mailing list to a co-sponsor so that all of the communications regarding the event can be processed centrally.

Compliance With Laws and Protection of Our Rights and the Rights of Others. We may disclose personal information when we, in good faith, believe disclosure is appropriate to comply with the law or a legal obligation. We may also disclose personal information to prevent or investigate a possible crime, such as fraud or identity theft; to enforce or apply our Terms and Conditions or other agreements; or to protect our own rights or property or the rights, property or safety of our users or others.

Successors in Interest. Your personal information may be transferred to another entity that succeeds to all or part of our business, for example, if we reorganize our structure or transfer a significant portion of our assets or personnel to another entity. In such event, your personal information will continue to be protected by this Privacy Policy and the privacy preferences you have expressed to us.

Your Choices

In General. We respect your right to make choices about the ways we collect, use and disclose your personal information. In most cases, we will ask you to indicate your choices at the time we collect your personal information.

Direct Marketing. We will not use your personal information for direct marketing purposes, without your consent. We will include an “opt-out” link in electronic newsletters and promotional emails we send you, so that you can inform us that you do not wish to receive such communications from us in the future. If at any time you wish to be removed from our mailing lists, please contact us using the contact

information provided at the end of this Privacy Policy. Please provide your full name, postal address and email address so that we can locate you on our mailing lists. We will honor your request within a reasonable period of time and, in any event, within the time limits established by law.

How Can You Access, Update or Correct Your Personal Information?

If you wish to access, update or correct your personal information, please log in to the site and edit the information. If you cannot complete that step yourself you can use the contact form located on the Site. We will respond to you within a reasonable time and, in any case, within the time limits established by applicable law. We may ask you for additional information to verify your identity. In most cases, we will provide access and correct or delete any inaccurate information you discover. In some cases, however, we may limit or deny your request if the law permits or requires us to do so or if we are unable to verify your identity. We reserve the right, subject to applicable law, to charge a reasonable fee to meet our costs in providing you with details of the personal information we hold about you.

Security

We take reasonable precautions to provide a level of security appropriate to the sensitivity of the personal information we collect. Although we use reasonable measures to help protect your personal information against unauthorized use or disclosure, we cannot guarantee the security of information provided over the Internet or stored in our databases. Your transmissions are, therefore, at your own risk.

Supplemental Information

From time to time, we may supplement the personal information we collect through this Site with information from other sources, including information we collect from you through other channels. For example, if you provide us with contact information when you attend one of our seminars, we may use that information to update the contact information collected through this Site.

Third Party Websites

This Site may contain links to websites owned by third parties. This Privacy Policy applies only to this Site and not to any third-party website.

Special Notice for Visitors Who Reside Outside the United States

Our Web servers and databases are located in the United States and in other countries. We may transfer your personal information among our offices and to our service providers and others located in the United States or other countries for the purposes described in this Privacy Policy. Different countries have different privacy laws and requirements, and some, including the United States, provide less legal protection for your personal information than others. Regardless of the country in which your personal information is collected, used, transferred or stored, information collected through this Site will be protected by the terms of this Privacy Policy and any other agreements between you and CCL.

Governing Law

This Privacy Policy is governed under the laws of the State of Tennessee, USA, without regard to its conflicts of law provisions.

Contact Information

If you have any questions about this Privacy Policy or our data practices, please contact us through the contact form found on the Site.