

# Terms of Service Agreement

## 1. ACCEPTANCE OF TERMS

Welcome to HRCentry.com. HRCentry.com & Entry System Management Co LLC (ESMC) provides its service to you, subject to the following Terms of Service ("TOS"), which may be updated by us from time to time. Pricing and Administrative Fees are subject to change without notice. You can review the most current version of the TOS at any time at: <http://www.HRCentry.com/HRCentryTOS.pdf>. In addition, when using particular Entry System Management Co LLC services, you, HRCentry.com & ESMC shall be subject to any posted guidelines or rules applicable to such services which may be posted from time to time. All such guidelines or rules (including but not limited to our Spam Policy) are hereby incorporated by reference into the TOS. ESMC may also offer other services that are governed by different Terms of Service.

## 2. DESCRIPTION OF SERVICE

ESMC currently provides users with access to a rich collection of resources, including various communications tools, search engines, printing services, and personalized content (the "Service"). You also understand and agree that the Service may include advertisements and that these advertisements are necessary for ESMC to provide the Service. You also understand and agree that the service may include certain communications from ESMC or the HRC, such as service announcements & administrative messages and that these communications are considered part of ESMC membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current Service, including the release of new ESMC properties, shall be subject to the TOS. You understand and agree that the Service is provided "AS-IS" and that ESMC assumes no responsibility for the timeliness, deletion, miss-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the Service and that access may involve third party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the Service.

## 3. YOUR REGISTRATION OBLIGATIONS

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or ESMC has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, ESMC has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). Inaccurate or incomplete accounts will receive formal electronic notice and given adequate time (7 days from time notice is sent) to make necessary corrections. This is assuming that an accurate and current email address is provided so that contact can be made.

## 4. ESMC PRIVACY POLICY

Registration Data and certain other information about you is subject to our Privacy Policy. For more information, see our full privacy policy at <http://www.entryexpress.net/privacy.aspx>.

## 5. MEMBER ACCOUNT, PASSWORD AND SECURITY

You will receive a password and account designation upon completing the Service's registration process. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify ESMC of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. ESMC cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

## 6. MEMBER CONDUCT

You understand that all information, data, text, software, sound, photographs, graphics, video, messages or other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not ESMC, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Service. ESMC does not control the Content posted via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Service, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will ESMC be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service. You agree to not use the Service to: I. upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; II. harm minors in any way; III. impersonate any person or entity, including, but not limited to, a ESMC official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; IV. forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service; V. upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); VI. upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party; VII. upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas (such as shopping rooms) that are designated for such purpose (please read our complete Spam Policy); VIII. upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; IX. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real time exchanges; X. interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; XI. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law; XII. "stalk" or otherwise harass another; or XIII. collect or store personal data about other users. You acknowledge that ESMC may not pre-screen Content, but that ESMC and its designees shall have the right (but not the obligation) in their sole discretion to refuse or move any Content that is

available via the Service. Without limiting the foregoing, ESMC and its designees shall have the right to remove any Content that violates the TOS or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content. In this regard, you acknowledge that you may not rely on any Content created by ESMC or submitted to Retriever News/EntryExpress, including without limitation information in ESMC Message Boards, and in all other parts of the Service. You acknowledge, consent and agree that ESMC may access, preserve, and disclose your account information and Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the TOS; (c) respond to claims that any Content violates the rights of third-parties; (d) respond to your requests for customer service; or (e) protect the rights, property, or personal safety of ESMC, its users and the public. You understand that the technical processing and transmission of the Service, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. You understand that the Service and software embodied within the Service may include security components that permit digital materials to be protected, and use of these materials is subject to usage rules set by ESMC and/or content providers who provide content to the Service. You may not attempt to override or circumvent any of the usage rules embedded into the Service. Any unauthorized reproduction, publication, further distribution or public exhibition of the materials provided on the Service, in whole or in part, is strictly prohibited.

## **7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

## **8. CONTENT SUBMITTED OR MADE AVAILABLE FOR INCLUSION ON THE SERVICE**

ESMC does not claim ownership of Content you submit or make available for inclusion on the Service. However, with respect to Content you submit or make available for inclusion on publicly accessible areas of the Service, you grant ESMC the following world-wide, royalty free and nonexclusive license(s), as applicable: o With respect to Content you submit or make available for inclusion on publicly accessible areas of Retriever News/EntryExpress, the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on the Service solely for the purposes of providing and promoting the specific ESMC to which such Content was submitted or made available. This license exists only for as long as you elect to continue to include such Content on the Service and will terminate at the time you remove or ESMC removes such Content from the Service. "Publicly accessible" areas of the Service are those areas of the ESMC network of properties that are intended by ESMC to be available to the general public. By way of example, publicly accessible areas of the Service would include ESMC and the HRC. However, publicly accessible areas of the Service would not include portions of ESMC that are limited to members, ESMC services intended for private communication such as your registration data, events calendar, or areas off of the ESMC network of properties such as portions of World Wide Web sites that are accessible through or via hypertext or other links but are not hosted or served by ESMC.

## **9. INDEMNITY**

You agree to indemnify and hold ESMC, and its subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

## **10. Responsibility for Third Party Entry**

You agree that you shall be responsible for any and all entry fees due for entries provided for any dog you own, in whole or in part. This responsibility includes payment for any entries made on your behalf by a professional dog trainer or any other third party through a VIP Account that become delinquent (the additional terms of service for a VIP Account are available here (provide link)). As a result, you specifically acknowledge that you shall be jointly and severally liable for any unpaid entry fees or late fees incurred by any third party through a VIP Account on behalf of any dog you own, in whole or in part, and failure of timely payment by the VIP Account holder could result in suspension of your ability to enter any dogs in any event through EntryExpress.net or HRCenter.com.

## **11. NO RESALE OF SERVICE**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Service (including your HRCenter.com I.D.), use of the Service, or access to the Service.

## **12. MODIFICATIONS TO SERVICE**

ESMC reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof). You agree that ESMC shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service. Modifications to the Service that impact core functionality of the Service will be preceded by electronic notification to all active users, within a reasonable amount of time. Minor enhancements and modifications that do not hinder or impact core functionality of the Service may occur without notice to you.

## **13. TERMINATION**

You agree that ESMC may, under certain circumstances and without prior notice, immediately terminate your HRCenter.com account. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Service (or any part thereof), (e) unexpected technical or security issues or problems, and (f) extended periods of inactivity. Termination of your ESMC account includes (a) removal of access to all offerings within the Service (b) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (c) barring further use of the Service. Further, you agree that all terminations shall be made in ESMC's sole discretion and that ESMC shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the Service.

## **14. DEALINGS WITH ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Service, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that ESMC shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the Service.

## 15. LINKS

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because ESMC has no control over such sites and resources, you acknowledge and agree that ESMC is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that ESMC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such Content, goods or services available on or through any such site or resource.

**16. ESMC PROPRIETARY RIGHTS** You acknowledge and agree that the Service and any necessary software used in connection with the Service ("Software") contain proprietary and confidential information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content contained in sponsor advertisements or information presented to you through the Service or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorized by ESMC, HRC or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. ESMC grants you a personal, non-transferable and non-exclusive right and license to use the object code of its Software on a single computer; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorized access to the Service. You agree not to access the Service by any means other than through the interface that is provided by ESMC for use in accessing the Service.

## 17. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: I. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. II. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ESMC OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS. III. A SMALL PERCENTAGE OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICE. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WHO HAVE NO HISTORY OF PRIOR SEIZURES OR EPILEPSY. IF YOU, OR ANYONE IN YOUR FAMILY, HAVE AN EPILEPTIC CONDITION, CONSULT YOUR PHYSICIAN PRIOR TO USING THE SERVICE. IMMEDIATELY DISCONTINUE USE OF THE SERVICE AND CONSULT YOUR PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SERVICE -- DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

## 18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ESMC SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ENTRY EXPRESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA.

## 19. EXCLUSIONS AND LIMITATIONS

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 17 AND 18 MAY NOT APPLY TO YOU.

## 20. NO THIRD PARTY BENEFICIARIES

You agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

## 21. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT

ESMC respects the intellectual property of others, and we ask our users to do the same. ESMC may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide ESMC's Copyright Agent the following information: . an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; I. a description of the copyrighted work or other intellectual property that you claim has been infringed; II. a description of where the material that you claim is infringing is located on the site; III. your address, telephone number, and email address; IV. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; V. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. VI. a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf. Entry Express' Agent for Notice of claims of copyright, technology rights or usage, or other intellectual property infringement can be reached as follows: By mail: General Manager, ESMC PO Box 248 1048 Bo Bo Banks Rd Grantville, GA 30220 By email: [support@entryexpress.net](mailto:support@entryexpress.net)

## 22. Collections

All fees associated with the collection will be added to the outstanding balance owed. If outstanding delinquent fees are collected by an attorney-at-law, the undersigned agrees to pay all costs of collection, including fifteen percent (15%) of principal and interest as attorney's fees.

## 23. Governing Law

The laws of the State of Georgia shall apply to and control any interpretation, construction, performance or enforcement of these Terms and Conditions. The undersigned agrees that any litigation or collection actions prosecuted by ESMC collecting any sums due shall be heard by the Superior, State or Magistrate Court of Grady County, Georgia, as selected by ESMC, the undersigned herein submitting himself to the jurisdiction and acknowledging venue as being proper in said litigation.

## 24. Number

Whenever applicable within these Terms and Conditions, the singular shall include the plural and the plural shall include the singular.

## 25. Headings

The headings of paragraphs herein are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of these Terms and Conditions.

## 26. No Waiver

No failure to exercise and no delay in exercising any right, power or remedy under these Terms and Conditions shall impair any right, power or remedy which ESMC may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under these Terms and Conditions, nor shall any waiver of any breach or default by ESMC be deemed a waiver thereof.

## 27. GENERAL INFORMATION Entire Agreement.

The TOS constitute the entire agreement between you and ESMC and govern your use of the Service, superseding any prior agreements between you and ESMC or Entry Express or HRC. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other ESMC services, affiliate services, third-party content or third-party software. Waiver and Severability of Terms. The failure of ESMC to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. No Right of Survivorship and Non-Transferability. You agree that your ESMC account is nontransferable and any rights to your ESMC I.D. or contents within your account terminate upon your death. Upon receipt of a copy of a death certificate, your account may be terminated and all contents therein permanently deleted. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect.

## 28. For HRC Events

By entering an HRC event through ESMC you agree to the following: HRC ENTRY AGREEMENT I certify that I am the actual owner of the dog(s), or that I am the duly authorized agent of the actual owner whose name I have entered and I authorize HRCentry.com and ESMC to submit this entry to the hosting club on my behalf. In consideration of the acceptance of this entry, I (we) agree to abide by the rules and regulations of The Hunting Retriever Club in effect at the time of this event, and any additional rules and regulations appearing in the premium list of this event and entry form and any decision made in accord with them. I (we) agree that the club holding this event has the right to refuse this entry for cause which the club shall deem sufficient. In consideration of the acceptance of this entry and of the holding of this event and of the opportunity to have the dog judged and to win prizes, ribbons, or trophies, I (we) agree to hold the HRC, the event-giving club, their members, directors, governors, officers, agents, superintendents or event secretary and the owner and/or lessor of the premises and any provider of services that are necessary to hold this event and any employees or volunteers of the aforementioned parties, and any HRC approved judge, judging at this event, harmless from any claim for loss or injury which may be alleged to have been caused directly or indirectly to any person or thing by the act of this dog while in or about the event premises or grounds or near any entrance thereto, and I (we) personally assume all responsibility and liability for any such claim; and I (we) further agree to hold the aforementioned parties harmless from any claim for loss, injury or damage to this dog. Additionally, I (we) hereby assume the sole responsibility for and agree to indemnify, defend and save the aforementioned parties harmless from any and all loss and expense (including legal fees) by reason of the liability imposed by law upon any of the aforementioned parties for damage because of bodily injuries, including death at any time resulting therefrom, sustained by any person or persons, including myself (ourselves), or on account of damage to property, arising out of or in consequence of my (our) participation in this event, however such, injuries, death or property damage may be caused, and whether or not the same may have been caused or may be alleged to have been caused by the negligence of the aforementioned parties or any of their employees, agents, or any other persons. I (WE) AGREE THAT ANY CAUSE OF ACTION, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THE ENTRY, EXHIBITION OR ATTENDANCE AT THE EVENT BETWEEN THE HRC AND THE EVENT-GIVING CLUB (UNLESS OTHERWISE STATED IN THIS PREMIUM LIST) AND MYSELF (OURSELVES) OR AS TO THE CONSTRUCTION, INTERPRETATION AND EFFECT OF THIS AGREEMENT SHALL BE SETTLED BY ARBITRATION PURSUANT TO THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. HOWEVER, PRIOR TO ARBITRATION ALL APPLICABLE UKC/HRC BYLAWS, RULES, REGULATIONS AND PROCEDURES MUST FIRST BE FOLLOWED AS SET FORTH IN THE UKC/HRC CHARTER AND BYLAWS, RULES, REGULATIONS, PUBLISHED POLICIES AND GUIDELINES.

## 29. VIOLATIONS

Please report any violations of the TOS to our Customer Care group.