

## **ARA Constitution/ Terms and Conditions**

### **Agreement between user and**

**<https://www.animalregistration.org/> AND <https://americandnaregistry.com/>**

The [www.animalregistration.org](https://www.animalregistration.org) website (the "Site") is comprised of various web pages operated by Animal Registries Of America ("ARA"). [www.animalregistration.org](https://www.animalregistration.org) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of [www.animalregistration.org](https://www.animalregistration.org) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

[www.animalregistration.org](https://www.animalregistration.org) is a service Site that contains the operations for The American Quarter Horse Registry (AqHR) and The American DNA Registry (ADNAR).

We offer an alternative to register horses when AQHA, APHA, or ApHC, The Jockey Club, or any other purebred organization are not an option. We also offer registration options for clones their offspring.

Any reference to ARA in this document covers and includes both AqHR and ADNAR

### **Electronic Communications**

Visiting [www.animalregistration.org](https://www.animalregistration.org) or sending emails to ARA/ AqHR/ ADNAR constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

ARA can and will cease communication with any user/ applicant/ owner or any other individual/ company if its in the best interest of ARA, due to, but not limited to: misinformation provided by owner/applicant (user), rude and offensive behavior/communication by user, conflicting information provided by user, violations of responsible breeding practices, etc.

ARA will not be responsible for any confusion or misunderstanding due to an owner/ user utilizing alternate or multiple email addresses.

### **Eligibility and Operations**

ARA can and will assist owners in finding a registration solution for their horse(s). If an owner reaches out to ARA prior to applying, its important that the applicant uses the specific link provided by our staff.

The application process is always simple, especially when utilizing the online form submissions. There are, however, some selections that owners tend to disregard and answer incorrectly OR simply misunderstand due to lack of text comprehension. Just for ONE example, when an application refers to a parent PEDIGREE, that is strictly referring to pedigree, which is separate from the parent DNA # or file. IF an applicant submits an application with an incorrect selection, it's the responsibility of our staff to correct that, which may include additional costs to the total registration, such as pedigree access, dna testing, membership or membership renewal, etc. If the applicant refuses to get their account current by paying the necessary costs (which will be formerly invoiced with full explanation), that does NOT warrant reason for cancellation or refund of an application. There are SOMETIMES alternatives, which will in most cases involve

providing information and/or documentation that can be difficult to acquire. Our staff will always act in the best interests of owner, horse, and organization, in accordance with responsible horse ownership and/or breeding practices. ARA will NEVER issue a certificate without verification of the horse.

ALL horses that ARA receives FULLY paid applications for WILL receive certificates, both digital and hardcopy formats. BUT, if ARA does not receive open and continued communication from the applicant/owner in the form of replies providing requested info and/or clarification, ARA will be unable to fulfill their responsibilities, and such applications will be archived after certain amounts of time (subject to discretion based on each application and scenario). Archived applications may be reactivated, for an administrative fee, if and when ARA receives the necessary information.

### **Your account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that ARA is not responsible for third party access to your account that results from theft or misappropriation of your account. ARA and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

ARA does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.animalregistration.org](http://www.animalregistration.org) only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

There will be no refunds or cancellations of any applications. While memberships may be cancelled, refunds will not be given.

### **Slander**

ARA will NOT tolerate slander of any sort. There is understanding that some owners may become frustrated or discouraged if they're not able to provide the information that our staff requests in order to provide the most accurate and comprehensive certificates for horses that ARA receives applications for. That frustration does not warrant poor behavior by the applicants/owners. It has been proven that when owners are so resistant to cooperation that they are typically being dishonest and/or are providing inaccurate information in their horses' application(s). Misunderstanding of our rules and regulations in regard to equine registration does not warrant poor or rude behavior/ communication by owners/applicants either. Our staff will only conduct themselves in the most professional manner and communicate with facts. ARA will not and cannot accept responsibility if such facts offend applicants/ owners.

### **Links to third party sites/Third party services**

[www.animalregistration.org](http://www.animalregistration.org) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of ARA and ARA is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. ARA is providing these links to you only as a convenience, and the

inclusion of any link does not imply endorsement by ARA of the site or any association with its operators.

Certain services made available via [www.animalregistration.org](http://www.animalregistration.org) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.animalregistration.org](http://www.animalregistration.org) domain, you hereby acknowledge and consent that ARA may share such information and data with any third party with whom ARA has a contractual relationship to provide the requested product, service or functionality on behalf of [www.animalregistration.org](http://www.animalregistration.org) users and customers.

### **No unlawful or prohibited use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.animalregistration.org](http://www.animalregistration.org) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to ARA that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of ARA or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. ARA content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of ARA and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of ARA or our licensors except as expressly authorized by these Terms.

### **Use of communication services**

The Site may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate

any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

ARA has no obligation to monitor the Communication Services. However, ARA reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. ARA reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

ARA reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in ARA's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. ARA does not control or endorse the content, messages or information found in any Communication Service and, therefore, ARA specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized ARA spokespersons, and their views do not necessarily reflect those of ARA.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

**Materials provided to [www.animalregistration.org](http://www.animalregistration.org) or posted on any ARA web page**

ARA does not claim ownership of the materials you provide to [www.animalregistration.org](http://www.animalregistration.org) (including feedback and suggestions) or post, upload, input or submit to any ARA Site or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission **you are granting ARA, our affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission.**

No compensation will be paid with respect to the use of your Submission, as provided herein. ARA is under no obligation to post or use any Submission you may provide and may remove any Submission at any time in ARA's sole discretion.

By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

### **International Users**

The Service is controlled, operated and administered by ARA from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the ARA Content accessed through [www.animalregistration.org](http://www.animalregistration.org) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless ARA, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. ARA reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with ARA in asserting any available defenses.

### **Liability disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. *ANIMAL REGISTRIES OF AMERICA* AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

*ANIMAL REGISTRIES OF AMERICA* AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. *ANIMAL REGISTRIES OF AMERICA* AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL

IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL *ANIMAL REGISTRIES OF AMERICA* AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF *ANIMAL REGISTRIES OF AMERICA* OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

**Termination/access restriction**

ARA reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and ARA as a result of this agreement or use of the Site. ARA's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of ARA's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by ARA with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and ARA with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and ARA with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this

agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

ARA reserves the right, in its sole discretion, to change the Terms under which [www.animalregistration.org](http://www.animalregistration.org) is offered. The most current version of the Terms will supersede all previous versions. ARA encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

ARA welcomes your questions or comments regarding the Terms:

*ANIMAL REGISTRIES OF AMERICA*

PO Box 693

Proctor, Texas 76468

Email Address:

[ahqhr@yahoo.com](mailto:ahqhr@yahoo.com)

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