



Rec Therapy CEUs
ONLINE CONTINUING EDUCATION

Terms of Service

Effective February 4, 2016

A. About Us:

Welcome dannypettry.com (the “Website”). Danny Pettry, LLC (“DannyPettry.com”, “us”, “we”, or “our”) provides information relating to recreational therapy and continuing education relating to recreational therapy certification. We do this through the Website, our mobile application, and the products and services otherwise offered by us (together with the Website, Content (defined below), Books (defined below), any Sweepstakes (defined below), and all of the products and services offered by us, our “Services”). By accessing or using our Services, you the end user of our Services (“User(s)”, “you”, or “your”), expressly agree to be bound to and to abide by these Terms of Service (“Terms”), our Privacy Policy, and any other policy we may develop from time to time (collectively, “Policies”), which create legal and enforceable agreements whether or not you register for a user account with us (an “Account”), or whether or not you obtain, transmit, post, send, receive, link, email, upload, download, submit or otherwise communicate (“Transmit”): Free Content (defined below), Paid Content (defined below), User Content (defined below), text, ratings, images, video, audio, graphics, links, electronic messages, or any other input or data (together with Free Content, Paid Content, and User Content, collectively, “Content”) in connection with the Services. If you do not agree to be bound to or to abide by these Terms of Service and our other Policies, do not browse our Website or use our Services.

BY ACCESSING OUR SERVICES, YOU (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT) AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE PROVISIONS, CONDITIONS AND NOTICES CONTAINED IN THESE TERMS JUST AS IF YOU HAD SIGNED THESE TERMS.

THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH US.

B. Terms of Service:

1. Service Conditions. You cannot use the Services unless you are at least 18 years of age. By accessing the Services, you represent and warrant to us that: you are at least 18 years of age; you have the right, authority and capacity to agree to, and abide by these Terms; and you shall not use any rights granted hereunder for any unlawful purpose or for any purpose which violates these Terms, as determined by us.

2. Mobile App. If you are accessing the Services via our mobile application downloaded from Apple, Inc.'s 'App Store,' Google, Inc.'s 'Google Play' store, or Amazon.com, Inc.'s 'Amazon Underground' (collectively, "App Providers") you acknowledge and agree that these Terms are entered into by and between you and us, and that none of the App Providers are party to these Terms. However, you acknowledge and agree that the App Providers are third party beneficiaries of these Terms, and that, upon your acceptance of these Terms, the App Providers will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof. The App Providers are not a sponsor to, nor in any way affiliated with, us or any of the Services. We alone are responsible for the Services and the materials on the Services. We and not the App Providers are responsible for addressing any User's concerns regarding the Services. In the event of any claim of intellectual property infringement, we will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Subject to your compliance with these Terms and our Policies, the license granted by Section 5 allows you to install one copy of our mobile application on one mobile device, tablet, or personal computer, which is owned or controlled by you (a "Device"). As part of the installation process of our mobile application, you may be changing your Device settings. By installing our mobile application, you agree you have approved such changes and you understand you can reconfigure such settings in the configuration options available in your Device. Such Device settings changes may include but are not limited to providing our mobile application with access to your Device's camera, or other Device information, as well as allowing software updates of our mobile application. You acknowledge that any failure to upgrade our mobile application may result in the inability to use all or part of our mobile application. You understand and agree that use of the Services via your Device may result in data or other charges from your mobile communication service provider and you expressly release us from any and all liability relating to any such charges and/or your Device. To uninstall our mobile application, you may use the uninstall procedures offered by your Device. If our mobile application is being acquired on behalf of the United States Government, then use, duplication, or disclosure of our mobile application by the U.S. Government is subject to restrictions set forth in these Terms and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable.

3. Accounts. To Use certain aspects of our Services, you must create an Account. If you choose to create an Account with us, then you agree to provide true, accurate, current and complete information as prompted by our Services, and to maintain and promptly update the information you provide to us in order to keep such information true, accurate, current and complete. It is your obligation to maintain and control passwords to your Account. YOU AGREE THAT YOU ARE SOLELY AND FULLY RESPONSIBLE FOR ANY ACTIVITIES OR ACTIONS TAKEN UNDER YOUR ACCOUNT, WHETHER OR NOT YOU HAVE AUTHORIZED

SUCH ACTIVITIES OR ACTIONS. You agree to immediately notify us of any unauthorized uses of your username and password and/or any other breaches of security. There is no assumption by us of your responsibility to notify your local law enforcement agency of any identity theft. You agree we will not be liable for any loss or damages caused by your failure to comply with your security obligations.

4. Books. Our Services may offer books and/or other physical materials for sale by us or by Amazon.com, Inc. (collectively, “Books”). All Books purchased from us are sold ‘AS IS.’ In the event that Books are purchased by you from Amazon.com, Inc., you are purchasing those Books via a Linked Site (defined below, see Section 9(b)). Books purchased from us (rather than from Amazon.com, Inc.) will be shipped to you using a carrier displayed on the Website at the time you place the Book order. Once a Book is shipped, we may provide you with a tracking number. All shipment of Books purchased from us shall be FOB ORIGIN. When our carrier ships Books to you, we shall have no further responsibility for the Books, and all risk of damage or loss or delay of the Books shall pass to you, upon their delivery at the FOB ORIGIN point. The FOB ORIGIN point is, or our place of business applicable to the then current Books purchase, as determined by us in our sole discretion.

5. Access to Content.

(a) Free Content License. Whether or not you create an Account with us or purchase Paid Content (defined below), a portion of our Services provides Users with access to certain Content free of charge, such as our newsletter, informational articles, and other Content available on our Website which is not Paid Content (collectively, “Free Content”). These Terms grant you a personal, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable limited and temporary license to access and use the Free Content, subject to these Terms. We may terminate, restrict, or suspend this license to Free Content granted to you with immediate effect and without notice, including but not limited to by deleting your Account or otherwise restricting your ability to access or use the Free Content, for any reason or no reason, as determined by us.

(b) Paid Content License. A portion of our Services may provide Users with access to certain Content upon purchasing such Content for a fee, such as access to Content relating to continuing education regarding therapeutic recreation specialist certification/recreational therapy certification courses or other professional matters (collectively, “CE”), materials, and related documents that are not Free Content (together with CE, collectively “Paid Content”). The price of the Paid Content we offer will be displayed on our Website or otherwise communicated to you by us. Upon your purchase of Paid Content, we hereby grant you a personal, revocable, non-exclusive, non-assignable, non-transferable, non-sublicensable limited and temporary license to access and use the Paid Content, subject to these Terms. The license granted under this Section 5(b) with respect to the Paid Content enables you to: to use and display Paid Content solely for internal purposes relating to completing continuing education requirements, subject these Terms; and to print out and store information from the Paid Content solely for internal purposes relating to completing continuing education requirements, subject to these Terms. Notwithstanding any provision of these Terms to the contrary, in connection with the Paid Content: you may not (i) copy, print (except for the express limited purpose permitted by above), republish, display, distribute, transfer, sell, rent, lease, loan or otherwise make available in any form or by any

means all or any portion of the Paid Content; (ii) use the Paid Content to develop, as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered in any manner which is related to distribution in exchange for compensation of any kind, including, without limitation, through sale, license, lease, rental, subscription, or any other distribution mechanism in exchange for compensation of any kind; (iii) modify, alter, edit, create compilations, or create derivative works of any Paid Content; (iv) use any Paid Content in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of DannyPettry.com, LLC or any third parties; (v) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Paid Content; (vi) make any portion of the Paid Content available through any timesharing system, service bureau, or the Internet; (vii) use any automatic or manual process to harvest text, formatting, or any other information from the Paid Content; or (viii) use the Paid Content in a manner that violates any applicable state or federal law. Generally, for clarity by way of illustration only, and without altering any provision of these Terms, if you purchase Paid Content, you may use the Paid Content to assist you with research, but you cannot: alter, modify, or incorporate into other works, the Paid Content or any portion of the Paid Content; or sell, rent, lease, loan, otherwise offer the Paid Content or any portion of the Paid Content in exchange for compensation of any kind.

6. Paid Content Disclaimer. You understand and agree that some but not all of the Paid Content may be CE and that some but not all of the Paid Content that is CE has been approved by the National Council for Therapeutic Recreation Certification (“NCTRC”). Whether or not we believe particular Paid Content that is CE has been approved by NCTRC will be displayed on the Website. In the event that certain Paid Content has not been approved by the NCTRC, it is your responsibility to contact the NCTRC to obtain such approval if you must do so in connection with your CE requirement. However, you agree that your jurisdiction may have other requirements that you must meet in order to maintain your applicable professional license (other than and/or in addition to completing CE courses approved by the NCTRC. YOU AGREE THAT IT IS YOUR RESPONSIBILITY TO DETERMINE WHETHER THE PAID CONTENT AND CE IS APPROVED TO SATISFY ALL APPLICABLE CONTINUING EDUCATION REQUIREMENTS RELATING TO YOUR PROFESSIONAL CERTIFICATION(S) IN YOUR JURISDICTION. WE ENCOURAGE YOU TO SEEK THE ADVICE OF THE APPROPRIATE PROFESSIONAL IN YOUR JURISDICTION PRIOR TO USING ANY PAID CONTENT IN AN EFFORT TO SATISFY ANY CONTINUING EDUCATION REQUIREMENT. You are solely responsible for determining if the Paid Content available through our Services are suitable for your needs.

7. Payment and Returns.

(a) Payment. In connection with any Paid Content and/or Books you purchase using the Services, you agree to pay us the amounts displayed on the Website or in an applicable purchase order, each as determined by us. The policies and prices that are disclosed to you when you purchase Paid Content or other Services are hereby incorporated herein as a part of these Terms. Further, you authorize us to charge your chosen payment method (credit card, debit card, et cetera) in connection with all fees, costs, and other amounts incurred by you in the Services, as determined

by us. In connection with any fees, costs, and other amounts paid by you, you agree: (i) to only provide valid and current payment information; (ii) that we may use the tools, software or services of the payment processor selected by us from time to time (currently, PayPal, Inc., our “Payment Processor”) to process fees, costs, and other amounts as well as transactions on our behalf; (iii) to promptly pay all amounts which are due and payable to us upon demand; and (iv) to abide by the terms and policies of our Payment Processor. We are not responsible or liable for any activities or conduct of our Payment Processor, and you agree to hold us harmless, indemnify, defend, and expressly release us, from any and all liability relating to the conduct of our Payment Processor. All amounts shall be paid in US Dollars.

(b) Returns, Exchanges, and Refunds.

(i) Books. Books purchased from us may be returned or exchanged for a Book of equal value for any reason or no reason within 60 days of the date of purchase, if authorized by us. If you would like to request a return or exchange, contact us at Danny@dannypettry.com. We reserve the right to refuse to accept a return or exchange of a Book if we determine that the Book is damaged, as determined by us in our sole discretion. If a return or exchange of a Book is authorized by us, you must ship the Book to us at your sole cost. Books purchased from Amazon.com, Inc. may be returned according to its terms and policies.

(b) Paid Content. Paid Content, such as CE’s may be returned or exchanged for Paid Content of equal value for any reason or no reason within 60 days of the date of purchase, if authorized by us. We reserve the right to refuse to accept a return or exchange of a CE or other Paid Content if we determine that you are doing so in an unreasonable manner or with objectionable frequency, as determined solely by us.

8. Third Parties. From time to time, we may engage third parties to assist us in providing certain aspects of the Services. You agree that we may engage such third parties in providing Services to you, as determined by us.

9. Content Generally.

(a) By Us. All Content on our Services or obtained from a Linked Site (defined below) are provided to you ‘AS IS’, ‘AS AVAILABLE’ and ‘WITH ALL FAULTS’. DannyPettry.com, LLC provides our Services for informational purposes only and any statements made by us are opinions only. OUR SERVICES ARE NOT TO BE CONSTRUED AS LEGAL, ACCOUNTING, TAX, OR OTHER ADVICE. OUR SERVICES ARE A RESOURCE ONLY. As such, we expressly disclaim all liability related to the accuracy or reliability of any opinion, guidance, or Content Transmitted by us or available through our Services or reliance on any of the aforementioned. The information, research, and opinions contained in our Services have been obtained or derived from sources believed to be reliable, but we do not guarantee Content accuracy or Content completeness nor our opinions based thereon. We strive to provide top-quality Services to you. However, the Content published through the Services may also include inaccuracies or typographical errors. We do not warrant or represent that the Content available through our Services is complete or up-to-date.

(b) Linked Sites.

(i) Our Services may link to other sites by allowing you to leave our Services to access third party material or by bringing third party material into our Services via ‘inverse’ hyperlinks and framing technology (a “Linked Site”). The appearance, availability, or your use of URLs or hyperlinks to Linked Sites referenced or included anywhere on the Services or any other form of link or re-direction of your connection to, with or through the Services, does not constitute an endorsement by, nor does it incur any obligation, responsibility or liability on the part of DannyPettry.com, LLC or its Affiliates (defined below). We have no discretion to alter, update, or control the Content on a Linked Site. We do not verify, endorse, or have any responsibility for, any such Linked Sites, their business practices (including their privacy policies), or any goods or services associated with or obtained in connection with any Linked Site, whether the or not our logo(s) or sponsorship identification is on the Linked Site as part of a co-branding or promotional arrangement. If any Linked Site obtains or collects personal information from you, in no event shall we assume or have any responsibility or liability. Please read our Privacy Policy which describes how we collect and use your personal information.

(ii) Third Party Products and Services. When you use our Services to purchase products or services from a Linked Site, you are purchasing that product or service directly from the third party Linked Site. Your order is placed with, filled by, and shipped by that third party Linked Site. We have no involvement in any shipment, fulfillment, returns, or refunds associated with any products or services that you purchase from a Linked Site or third party. You understand that you must contact the third party Linked Site directly for inquiries related to your purchase, including but not limited to: returns, shipping, customer service, refunds, or general information. By using our Services, you expressly represent and warrant that you will abide by and will not violate any policies, rules, terms, or conditions of that third party Linked Site.

(iii) Ads. Our Services may display third party advertisements, promotional material, and Linked Sites. We may be compensated for clicks or purchases in connection with these third party advertisements, promotional material, and Linked Sites.

(c) Transmitted by You.

(i) You agree that you are solely responsible for and retain all rights in the Content that you Transmit using our Services and otherwise Transmit to us or other Users (collectively, “User Content”). You agree that you will not: Transmit Content that infringes on the intellectual property rights of others; Transmit any Content which violates any provision of these Terms; or Transmit any objectionable Content as determined by us in our sole discretion. **YOU AGREE THAT WE SHALL NOT BE HELD LIABLE FOR A THIRD PARTY’S MISUSE OR MISAPPROPRIATION OF ANY OF YOUR USER CONTENT.**

(ii) You agree that any Content Transmitted to us by a User or Transmitted by a User to you in connection with the Services by you is provided on a non-proprietary basis. Subject to our compliance with our Privacy Policy, you agree that we shall be free to use or disseminate User Content on an unrestricted basis for any purpose. If you provide User Content to us or another User in connection with the Services, you grant us a nonexclusive, perpetual, irrevocable,

worldwide, royalty-free, paid-up license to (in any media now known or not currently known or invented) to utilize, use, sublicense, copy, sell, lease, loan, prepare derivative works of, modify, display, distribute, and otherwise exploit your User Content for any commercial and/or non-commercial purpose without compensation to you. You further agree that we have the right to promote any Content through any social media platform that we determine, including but not limited to facebook.com, twitter.com, and linkedin.com (collectively, "Social Media Profiles"), as determined by us in our sole discretion. No User Content shall be deemed confidential. YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO ANY USER CONTENT YOU SUBMIT TO US. Notwithstanding the foregoing, you hereby assign to us all right, title and interest in and to any new feature of the Services that you may suggest or submit to us and you acknowledge and agree that we may use such suggestion or submission in any manner, including, without limitation, to develop features for the Services. You agree that the license granted by you in this Section 9(c)(ii) shall be binding upon you, your heirs, legal representatives, assigns, transferees and successors in interest and shall survive any termination of these Terms, of your Account, and/or your license to use and access the Services.

(iii) You represent and warrant that you own or otherwise possess all necessary rights with respect to your User Content, that you are able to and authorized to grant us the license in your User Content listed in Section 9(c)(ii) above, that your User Content does not and will not infringe, misappropriate, use or disclose without authorization or otherwise violate any copyright, trade secret right or other intellectual property or other property right of any third party, and that your User Content is not unlawful, fraudulent, threatening, abusive, libelous, defamatory, obscene or otherwise objectionable, as determined by us.

(iv) You agree that we may but are not obligated to: filter any User Content including but not limited to, deleting or replacing expletives or other harmful or offensive language; refuse to display any User Content; remove User Content from our Services for any reason or no reason, as determined by us; and/or disclose any User Content and the circumstances surrounding the use thereof, to any third party for any reason or no reason, as determined by us. We are not responsible for, and will have no liability for, the removal or non-removal of any Content from our Services.

(v) You agree and understand that you may be held legally responsible for damages suffered by other Users or third parties as the result of your remarks, information, feedback or other User Content Transmitted on our Services that is deemed defamatory or otherwise legally actionable. Under the Federal Communications Decency Act of 1996, we are not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback or other Content made available on our Services. Further, you agree to indemnify, hold harmless, and defend us from any liability and/or damages relating to any User Content Transmitted by you or by a third person using your Account.

(d) Transmitted by Users or Others. We do not endorse and are not responsible for (i) the Content provided by other Users, (ii) the accuracy or reliability of any opinion, advice, statement, or Content made through our Services, (iii) any Content provided on Linked Sites, or

(iv) the capabilities or reliability of any items or service obtained from a Linked Site. There are risks involved with relying on information on our Services, and you expressly assume those risks when using our Services. Under no circumstance will we be liable for any loss or damage caused by your reliance on any Content, items, other information, or services obtained through our Services or a Linked Site.

10. Intellectual Property.

(a) Trademarks. **DANNY PETTRY, DANNY PETTRY LLC, DANNYPETTRY.COM, REC THERAPY CEUS, REC THERAPY TODAY, TEACHLEISURE, TEACHLEISURE.COM** and all other graphics, logos, page headers, button icons, scripts, service names and other Content that we use, manage or control are trademarks, registered trademarks or trade dress of ours or our subsidiaries, officers, employees, independent contractors, suppliers, representatives, advertisers, licensors, licensees, successors, assigns, agents, partners, or other affiliate (collectively “Affiliates”) in the United States or other countries or both. No one may use these trademarks or trade dress in connection with any product or service that is not our product or service without our express written permission in a separate instrument, which may be withheld by us in our absolute discretion. All other trademarks that appear on our Services are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by us or any of our Affiliates.

(b) Copyright. Except in the case of Content under license to us, we claim a copyright, and all copyright protection afforded, under international, United States and the laws of the State of West Virginia to all text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, software (ours or our software suppliers), and all other Content on our Services. The compilation of all Content on our Services is our exclusive property, and it is similarly protected. We also claim a copyright, and all copyright protection afforded, under international, United States and the laws of the State of West Virginia to all material described in the trademarks section above. Your access to all information and Content located on our Services is strictly permitted through the license(s) granted to you under these Terms. Except for the license(s) granted in these Terms, all rights, title and interest in Content, in all languages, formats and media throughout the world, including all copyrights, are and will continue to be the exclusive property of ours and other parties. Except as permitted by these Terms, you are prohibited from modifying, copying, distributing, displaying, publishing, selling, licensing, creating derivative works, or using any Content available on or through our Services without our prior written permission, or in the case of Content owned by a third party, without first receiving permission from the owner of that Content. You may not alter or remove any trademark, copyright or other notice from copies of the Content.

(c) Infringement Claims. We respect the intellectual property of others and ask that Users do the same. In connection with the Services, we have adopted and implemented a policy respecting intellectual property that provides for the removal of any infringing or unauthorized materials and for the termination of a User’s ability to use our Services, in appropriate circumstances, if we determine that User is infringing on the intellectual property rights of others. If you believe that a User is, through the use of the Services, unlawfully infringing by submitting unauthorized Content, and wish to have the allegedly infringing or unauthorized material removed [contact us

at Danny@dannypettry.com] [OR] [, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512) must be provided to our designated copyright agent (“Designated Agent”): your physical or electronic signature; identification of the works or rights that you claim to have been infringed; identification of the Content on the Services that you claim is infringing and that you request us to remove; sufficient information to permit us to locate such Content; your address, telephone number, and e-mail address; a statement that you have a good faith belief that use of the objectionable Content is not authorized by the copyright or other rights owner, its agent, or the law; and a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright or other right that has allegedly been infringed or violated or that you are authorized to act on behalf of the copyright or other rights owner. Note that, pursuant to 17 U.S.C. § 512, any misrepresentation of material fact in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney’s fees incurred by us in connection with the written notification and allegation of copyright infringement].

Our Designated Agent is:

[NOTE TO CLIENT: TO RECEIVE THE BENEFIT OF CERTAIN SAFE HARBORS UNDER THE DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”), YOU MUST FILE A DESIGNATION OF COPYRIGHT AGENT WITH THE US COPYRIGHT OFFICE AND PAY THE ASSOCIATED FEE. SIMPLY LISTING YOUR CONTACT INFORMATION ABOVE WITHOUT FILING WITH THE US COPYRIGHT OFFICE WILL NOT PROVIDE PROTECTION UNDER THE DMCA. SEE HERE FOR MORE INFORMATION: <http://copyright.gov/onlinesp/>. OUR LAW FIRM OFFERS TO SERVE AS YOUR DMCA AGENT (OUR CONTACT INFORMATION WILL BE PLACED ABOVE). THE FIRST YEAR OF DMCA AGENT SERVICE IS INCLUDED WITH THESE TERMS OF SERVICE AND PRIVACY POLICY, ALL YOU PAY FOR DURING THE FIRST YEAR IS THE US COPYRIGHT OFFICE FEES OF \$280 FOR FILING AND WITHDRAWAL. HOWEVER, YOU ARE ABLE TO FILE AND DESIGNATE YOURSELF AND THIS DOES NOT REQUIRE AN ATTORNEY. IF YOU DO NOT WISH TO DESIGNATE A DMCA AGENT, DELETE THE ‘[OR]’ AND THE TEXT THAT FOLLOWS ABOVE, AND YOU ASSUME THE RISKS OF NOT DESIGNATING A DMCA AGENT.]

11. Use Restrictions. You may not use or plan, encourage or help others to use our Services for any purpose or in any manner that is prohibited by these Terms or by applicable law. In using our Services, you agree at all times that you shall not: (a) infringe on the copyrights or other intellectual property rights of DannyPettry.com, LLC, a User, or a third party (b) copy, distribute, or modify any part of our Services without our prior written authorization; (c) Transmit inappropriate, inaccurate, false, or misleading Content to our Services; (d) Transmit any Content which contains software viruses, or other harmful computer code, files or programs; (e) Transmit Content that falsely states, impersonates or otherwise misrepresents your identity, including but not limited to the use of a pseudonym, or misrepresenting your current or previous positions and qualifications, or your affiliations with a person or entity, past or present; (f) make threats or use profanity; (g) harass, stalk or intimidate other Users; (h) manipulate or exclude identifiers in order to disguise the origin of any Content; (i) disrupt the networks connected to our Services, including but not limited to by: attempting to probe, scan or test the vulnerability of

our Services, attempting to breach security or authentication measures without proper authorization, or attempting to interfere with our Services or a User, by means such as overloading, 'flooding', 'mailbombing' or 'crashing.'; (j) circumvent, disable or otherwise interfere with security-related features of our Services or features that prevent or restrict use or copying of any Content or that enforce limitations on use of our Services; (k) collect Content, personally identifying information, and/or other information from our Services, or otherwise access our Services, by using any automated means, including but not limited to, 'robots', 'spiders', 'scrapers' and 'offline readers', without our prior written approval which we may withhold in our discretion; (l) modify, translate, reverse engineer, decompile, disassemble, create derivative works based on, sublicense, sell, or distribute the Services; (m) rent or lease any rights in the Services in any form to any third party or make the Services available or accessible to third parties; (n) use any communications systems provided by our Services to send unsolicited or unauthorized commercial communications, including but not limited to by email, SMS, MMS, or any other means; (o) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices displayed on our Services; (p) mislead or attempt to mislead or defraud or attempt to defraud or conceal any information relating to Content or other information that you provide to us; (q) link, deep link, 'frame' or 'mirror' any part of the Services without our prior consent; or (r) use our Services to violate any applicable laws, rules or regulations, or for any unlawful, harmful, or inappropriate purpose, or in any manner that breaches these Terms or is otherwise objectionable, as determined by us in our sole discretion.

12. Termination, Restriction and Suspension.

(a) Termination By You. You may cancel your Account at any time for any reason or no reason by contacting us at Danny@dannypettry.com. Termination of your Account will be effective within a reasonable time after we receive notification of your desire to cancel, as determined by us.

(b) By us. We retain the right to terminate, restrict, or suspend these Terms, your Account, and/or any license to access or use any portion of the Services granted by these Terms at any time, without prior notice, if we determine in our in our sole discretion that any action or inaction by you relating to the Services violates these Terms or is otherwise objectionable.

(c) Effects of Termination. Upon expiration or termination of your Account, and/or any license to access or use any portion of the Services granted by these Terms, the licenses granted under these Terms Section 5(c) will automatically terminate and you will no longer have the right to access or use any Paid Content.

(d) After Termination. Upon termination of your Account and/or any license to access or use any portion of the Services granted by these Terms for any reason, you agree that we may restrict your access and/or use of any portion of the Services and we may take any measures we deem necessary to prevent you from accessing the Services, including by blocking your IP address. You agree that we are not obliged to retain or provide to you any Content or Personal Data (as defined in our Privacy Policy) which was collected by us, but we may elect to do so in our sole discretion, for a duration determined by us.

13. DISCLAIMERS.

(a) OUR SERVICES AND CONTENT ARE PROVIDED ‘AS IS’, ‘AS AVAILABLE’ AND ‘WITH ALL FAULTS’ WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, OUR SERVICES. WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE WEBSITE, CONTENT, AND/OR THE SERVICES DANNYPETTRY.COM, LLC EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUIET TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. DANNYPETTRY.COM, LLC MAKES NO WARRANTY THAT THE WEBSITE, SERVICES, AND/OR CONTENT WILL MEET YOUR NEEDS, EXPECTATIONS, BE TO YOUR SATISFACTION, OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE, BUG-FREE, OR MALWARE-FREE BASIS. DANNYPETTRY.COM, LLC MAKES NO WARRANTY REGARDING THE QUALITY OF OUR SERVICES OR CONTENT, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY CONTENT OBTAINED THROUGH THE WEBSITE OR SERVICES.

(b) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DANNYPETTRY.COM, LLC OR THROUGH THE WEBSITE SERVICES OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF THE WEBSITE OR SERVICES AND WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE WEBSITE OR SERVICES, INCLUDING, BUT NOT LIMITED TO OTHER USERS AND/OR THIRD PARTIES. YOU UNDERSTAND THAT DANNYPETTRY.COM, LLC DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF THE WEBSITE OR SERVICES. DANNYPETTRY.COM, LLC MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OF THE WEBSITE OR SERVICES OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS OF THE WEBSITE OR SERVICES.

14. Release and Waiver of Claims. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT, YOUR PERSONAL REPRESENTATIVES AND YOUR HEIRS, HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, ACTIONS, DEMANDS, SUITS, OR PROCEEDINGS (“CLAIMS”) AGAINST US AND OUR AFFILIATES, INCLUDING ANY AND ALL LIABILITY FOR DAMAGES (ACTUAL AND OR CONSEQUENTIAL), COSTS AND EXPENSES (INCLUDING LITIGATION COSTS AND ATTORNEYS’ FEES) OF EVERY KIND AND NATURE ARISING FROM OR IN ANY WAY RELATED TO: (A) THE SERVICES, (B) CONTENT, (C) THESE TERMS, (D) A SWEEPSTAKES (DEFINED BELOW), (E) ANY INACCURACY, UNTIMELINESS OR INCOMPLETENESS OF A USER’S REPRESENTATIONS OR WARRANTIES, AND/OR (F) ANY INACCURACY, UNTIMELINESS, OR INCOMPLETENESS OF ANY AND ALL INFORMATION AND/OR CONTENT OBTAINED OR ACCESSED BY OR THROUGH THE

SERVICES. FURTHER, IF YOU ARE A RESIDENT OF THE STATE OF CALIFORNIA, YOU WAIVE YOUR RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU UNDERSTAND THAT ANY FACT RELATING TO ANY MATTER COVERED BY THESE TERMS MAY BE FOUND TO BE OTHER THAN NOW BELIEVED TO BE TRUE, AND ACCEPT AND ASSUME THE RISK OF SUCH POSSIBLE DIFFERENCES IN FACT. IN ADDITION, YOU EXPRESSLY WAIVE AND RELINQUISH ANY AND ALL RIGHTS WHICH YOU MAY HAVE HAD UNDER ANY OTHER STATE OR FEDERAL STATUTE OR COMMON LAW PRINCIPLE OF SIMILAR EFFECT, TO THE FULLEST EXTENT PERMITTED BY LAW.

15. Assumption of the Risk. YOU KNOWINGLY AND FREELY ASSUME ALL RISK WHEN USING OR ACCESSING THE SERVICES, WEBSITE, AND/OR CONTENT.

16. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR DIRECT DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO ANY ASPECT OF THE SERVICES, CONTENT, AND/OR WEBSITE OR YOUR INABILITY TO USE OUR SERVICES, CONTENT, AND/OR WEBSITE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (BREACH OF CONTRACT, A BREACH OF WARRANTY, NEGLIGENCE, PRODUCTS LIABILITY, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. In no event shall our total liability to you for all damages exceed the greater of (a) one hundred twenty-five dollars (\$125) or (b) the fees paid by you to us in connection with the Services out of which the Claims arose. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

17. Dispute Resolution.

(a) In the event that any dispute arises with respect to the Services, these Terms, or any of our Policies, upon our election in our sole discretion, such dispute shall be resolved by binding arbitration in accordance with the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association, in Wayne County, West Virginia, and at our option, such arbitration shall be before a single neutral arbitrator selected in accordance with the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association. In the event we elect not to require that a dispute arising with respect to our Services, Terms, or any of our Policies be submitted to binding arbitration as described above, any such dispute shall nevertheless be litigated in the state courts located in Wayne

County, West Virginia or in the U.S. District Court for the Southern District of West Virginia, as the case may be. You shall be liable for and shall reimburse us for our expenses and fees, including attorneys' fees, in the event any arbitration or litigation arises out of, under, or relating to these Terms or any of our Policies, or your use of our Services. By using our Services, you irrevocably agree and consent to be bound to personal jurisdiction of and venue selection in the state courts located in Wayne County, West Virginia or in the U.S. District Court for the Southern District of West Virginia, as the case may be, whether either arbitration or litigation arises between us and you. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

(b) YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS USER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS WE AGREE OTHERWISE, THE DECISION-MAKER MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE DECISION-MAKER MAY AWARD RELIEF ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS. ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

(c) You agree that irreparable harm to us would occur in the event that any of the provisions of these Terms, including but not limited to the provisions of Sections 5, 9, 10, and 11 were not performed fully by you or were otherwise breached by you, and that money damages are an inadequate remedy for breach of the Terms because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by us in the event that these Terms are not performed in accordance with its provisions or is otherwise breached. It is accordingly hereby acknowledged that, notwithstanding any provision of this Section 17, we shall be entitled to petition the courts listed in Section 17(a) for an injunction or injunctions to restrain, enjoin and prevent a failure to perform these Terms by you, without posting bond or other security, and to enforce specifically such provisions of these Terms.

(d) **Dispute Resolution Severability.** If a court decides that any term or provision relating to our ability to submit any above-mentioned dispute to arbitration or to the above class action waiver according to this Section 17, the parties agree to litigate any such dispute according to Section 17(a) above and to replace any other such terms or provisions of Section 17(a) or Section 17(b) with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Section 17 shall be enforceable as so modified. In any event, the remainder of these Terms will continue to apply.

18. Indemnification. You agree to indemnify, defend, and hold harmless us and our Affiliates from and against any and all Claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of, under, or relating to: your use, misuse, or inability to use our Services, including but not limited to your use, misuse, or inability to use any

Content; any infringement of a third party's rights (including but not limited to intellectual property rights); your Device; your breach of representation or warranty; your User Content, alterations of, loss of, or unauthorized access to any Content Transmitted or received or not Transmitted or received by you or us; any defamatory, offensive, fraudulent, or illegal use of our Services by you; any accidental or improper disclosure of information; and any violation by you of these Terms or any of our other Policies by you, each as determined by us.

19. Survival. Notwithstanding anything herein to the contrary, the provisions of Sections 3, 4, 6, 7, 9, 10, 12 and 13 through 31 of these Terms, as well as any provision of these Terms which in accordance with its terms is intended to survive the termination of these Terms, your Account, and/or any license to access or use any portion of the Services granted by these Terms shall survive any such termination.

20. Notification. By using the Services, you agree that we may provide you with any notices or other communications about the Services or your Account electronically: (a) via email (in each case to the address that you provide) or telephone call, or (b) by posting to the Website. For notices made by email, the date of receipt will be deemed the date on which such notice is received by you. We will use best efforts to honor a User's request to opt out of promotional messages, but under no circumstances will we be liable for Transmitting any Content to Users.

21. Severability; No Waiver. The representations and warranties and/or covenants set forth herein are each to be construed as a separate agreement, independent of any other provisions of these Terms. Further, the invalidity or unenforceability of any provision, word, phrase, clause, sentence, paragraph or section of these Terms shall in no way affect the validity or enforceability of any other provision, word, phrase, clause, sentence, paragraph or section of these Terms, and any such invalid or unenforceable provision that is overbroad shall be deemed narrowed to the broadest term permitted by applicable law and shall be enforced as narrowed. If one or more of the provisions in these Terms deemed invalid or unenforceable, then the remaining provisions will continue in full force and effect. Our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

22. Assignment. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by us, as determined by us.

23. Our Relationship with You. Our relationship with you is that of an independent contractor only. Nothing in these Terms shall be deemed or is intended to be deemed, nor shall it cause, you and DannyPettry.com, LLC to be treated as employer-employee, partners, joint venturers, or otherwise as joint associates for profit, or either you or us to be treated as the agent of the other.

24. Entire Agreement; Modification. These Terms together with our Policies and any other document referenced herein constitutes the entire understanding between us and you with respect to the subject matter hereof. You agree that we may amend, modify, or alter these Terms and/or our Policies at any time in our sole discretion. We will notify you about changes to these Terms by displaying the updated Terms of Service on our Website. You agree that your use of the Services after such notification will constitute acceptance by you of such changes reflected in the updated Terms of Service.

25. Headings; Interpretation. Section headings in these Terms are for convenience only, and shall not govern the meaning or interpretation of any provision of these Terms. Further, whenever the context requires, all words, including but not limited to defined capitalized terms, will include the masculine, feminine, and neuter, and each word will include the singular form, plural form, and other conjugations of that word.

26. Governing Law; English Language. You agree that: (a) the Services shall be deemed solely based in Wayne County, West Virginia (where we have our headquarters), and (b) the Services shall be deemed passive which does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Wayne County, West Virginia. These Terms, our Privacy Policy, and other Policies are governed by the laws of the State of West Virginia and of the United States of America, and without regard to conflicts of law principles. In the event of a conflict between these Terms and a foreign language version of the Terms, the English language version of these Terms shall govern. All disputes, claims and causes of action (and related proceedings) will be communicated in English.

27. Compliance. You represent and warrant that you shall comply with all applicable laws, statutes, ordinances, and regulations regarding use of the Service. We merely provide a platform to allow Users to interact with other Users. Those who access or use the Services do so at their own volition and are entirely responsible for compliance with applicable law. Your use of our Services, is subject to export and re-export control laws and regulations, including the Export Administration Regulations (“EAR”) maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department’s Office of Foreign Assets Control. You shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any User without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

28. Privacy Policy. By using our Services, you agree to the provisions of our Privacy Policy, which is hereby incorporated by reference. You further agree that we may disclose Personal Data (as defined in our Privacy Policy) according to our Privacy Policy, as determined by us. Please see our Privacy Policy for more information.

29. Updates. You agree that we may (and reserve the right to) modify, update, alter and/or discontinue the Services, Content, and/or Website, in whole or in part, with or without notice at any time, as determined by us in our sole discretion.

30. Gift Card Sweepstakes.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

(a) Eligibility. From time to time, we may randomly draw a User (for purposes of this Section 30, “you”, “your”, or “entrant”) to receive a gift card in an amount selected by us to a retailer selected by us (the “Sweepstakes”). The Sweepstakes is open only to legal residents of the fifty

(50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Associates of DannyPettry.com, LLC, and their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such associate are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes the entrant's full and unconditional agreement to these Terms and DannyPettry.com, LLC's ("Sponsor") decisions relating to the Sweepstakes, which are final and binding in all matters related to the Sweepstakes and otherwise. Winning a prize relating to the Sweepstakes is contingent upon fulfilling all requirements set forth herein.

(b) Sponsor. DannyPettry.com, LLC, 1509 Walnut St. # 5, Kenova, WV 25530

(c) Timing. The Sweepstakes begins on the times set forth on the Website and ends on the times set forth on the Website (the "Promotion Period"). Sponsor's server is the official time-keeping device for the Sweepstakes.

(d) How to Enter. Visit the Website and sign up for receipt of our newsletter by filling in all the required fields with accurate information or otherwise provide your contact information to us in connection with the Services. You will automatically be entered into the Sweepstakes. Each entrant may enter one (1) time per valid email address during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the Authorized Account Holder of the email address used to register will be deemed to be the registrant. The "Authorized Account Holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted contact information. Each entrant may be required to show proof of being the Authorized Account Holder.

(e) Prize Drawing. Sponsor is the independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the entrant is final and binding in all matters related to the Sweepstakes. Sponsor will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period at Sponsor's headquarters, on or about the end of each Promotion Period. The entrant will be notified by the email address provided in the entry. If an entrant cannot be contacted through the email address provided in the entry, the entrant forfeits prize. Potential winner must continue to comply with all terms and conditions of these Terms. In the event that an entrant is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled within 60 days after the conclusion of the Promotion Period.

(f) Prizes. Prizes 1 gift card per Sweepstakes drawing in an amount selected by us to a retailer selected by us. Terms and conditions of gift cards set apply. The prize is non-transferable and no

substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. The winning entrant is responsible for all taxes and fees associated with prize receipt and/or use. Where applicable, U.S. federal regulations require the issuance of a Form 1099-MISC to the winning entrant of any prize with a value in excess of \$600. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit of 1 prize per entrant.

(g) Release. By receipt of any prize, you agree to release and hold harmless Sponsor, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies, successors and assigns and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

(h) Publicity. Except where prohibited, participation in the Sweepstakes constitutes your consent to Sponsor's and its agents' use of your name, likeness, photograph, voice, opinions and/or hometown and state, which shall be deemed "User Content" for purposes of these Terms.

(i) General Conditions. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Terms in an objectionable manner. Any attempt by you to deliberately undermine the operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from you to the fullest extent permitted by law.

(j) Liability. The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that, if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Terms to be available and/or claimed, Sponsor reserves the right to

award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

(k) Disputes. Any dispute relating to the Sweepstakes (including, without limitation, a dispute as to whether an entrant has complied with all of these Terms) shall be resolved according to Section 17 of these Terms.

(l) Information Collected. Information collected from entrants is subject to Sponsor's Privacy Policy.

(m) Winner List. For a list of winning entrants list, send us an email with Subject Line: "Gift Card Giveaway, Winner List Request" to Danny@dannypettry.com.

31. Feedback. We value your comments and opinions. If you have questions, comments or a complaint about these Terms, you may send a written notice via email at Danny@dannypettry.com.

Privacy Policy

Effective February 4, 2016

A. About Us.

Welcome dannypettry.com (the "Website"). DannyPettry.com, LLC ("DannyPettry.com, LLC", "us", "we", or "our") provides information relating to recreational therapy and continuing education relating to recreational therapy certification. We do this through the Website, our mobile application, and the products and services otherwise offered by us (together with the Website, Content (defined below), Books (defined below), any Sweepstakes (defined below), and all of the products and services offered by us, our "Services"). By accessing or using our Services, you the end user of our Services ("User(s)", "you", or "your"), expressly agree to be bound to and to abide by this Privacy Policy (this "Policy"), which creates a legal and enforceable agreement whether or not you register for a user account with us (an "Account"), or whether or not you obtain, transmit, post, send, receive, link, email, upload, download, submit or otherwise communicate ("Transmit"): Free Content, Paid Content, User Content, text, ratings, images, video, audio, graphics, links, electronic messages, or any other input or data (together with Free Content, Paid Content, and User Content, collectively, "Content") in connection with our Services.

If you do not agree to the practices described below in this Policy, do not browse our Website or use our Services, as your continued use of our Services indicates that you are agreeing to the collection, use, disclosure, management and storage of your Personal Data and other information as described in this Policy.

B. Privacy Policy:

Please read this Policy as it includes important information regarding your Personal Data and other information. Capitalized terms not defined in this Policy shall have the meanings given to

such terms in the Terms of Service. If you have any questions or concerns, please do not hesitate to contact us at Danny@dannypettry.com.

1. Information We Collect.

(a) Personal Data. Personal Data and other information are collected from you when you create an Account with us or when you otherwise disclose Personal Data or other information to us or third parties when using the Services. “Personal Data” means any information that may be used to identify an individual. Personal Data does not include aggregate information. To use the Services you may be asked to provide your: full name, email address, mailing address, billing information, and related information that you provide to us.

(b) Location Data. Third parties with whom we may partner may collect location information in relation to a User’s Device and use of the Services (“Location Data”) with respect to you. By using the Services, you expressly consent to the collection of Location Data. To opt out of the collection of Location Data, contact us at Danny@dannypettry.com. This Location Data is collected anonymously in a form that does not personally identify you. Location Data is aggregated with data from Devices of other Users to enhance the quality of Content Users provide to us and to enhance the quality of the Services we provide to you. We may also share your Location data with third parties. Location Data is shared anonymously in a form that would not personally identify you.

(c) Use Data. When you send or receive Content using our Services, we collect data about that Content.

(d) Log Information. When you browse our Services, you do so anonymously, unless you have previously created an Account with us. However, we may log your IP address to give us an idea of which part of our Services you visit and how long you spend there. However, we do not link your IP address to any Personal Data unless you have logged into our Services. Also, our Services may use a standard technology called a ‘cookie’ to collect information about how you interact with our Services. Please see Section 7 below for more information.

(e) Aggregate Data. Certain aspects of our Services are set up to collect and report aggregate information. Aggregate information is data we collect about the use of the Services or about a group or category of products, services or Users, from which individual identities or other Personal Data has been removed. In other words, information about how you use the Services may be collected and combined with information about how others use the Services. Aggregate data helps us understand trends and User’s needs so that we can better consider new features or otherwise tailor our Services. This Policy does not restrict what we can do with aggregate information.

(e) Ad Data. We may use ‘Google AdSense’ by Google, Inc. (“Google”) to integrate advertisements on the Services. Google AdSense uses ‘cookies’ and ‘web beacons’. If the Services uses ‘Google AdSense’, then information about the use of the Services (including your IP address) and the delivery of advertising formats generated by cookies and web beacons will be processed to a server of Google in the United States and will be saved there. This information

may be processed to contractual partners of Google by Google. Google will not associate your IP address with any other Google data. Through the use of the Services, you express your consent to the processing of data collected by Google about you in the manner and for the purposes described in this Policy and in Google's partner data policy here: [Google Partner Data Policy](#).

(f) Analytics. We may use third party analytics tools to collect information about use of our Services. Analytics tools collect information such as how often Users visit our Services, what pages Users visit when Users visit our Services, and the other websites they accessed prior to accessing our Services. We use the information we gather from analytics to improve our Services. Analytics tools collect information such as the IP address assigned to you on the date you visit our Services, but does not collect Personal Data. We do not combine the information collected through the use of analytics with Personal Data. Although our analytics tools may plant a cookie on your web browser to identify you as a unique User the next time you visit our Services, the cookie cannot be used by anyone but our analytics tools. In the event that we use Google's 'Google Analytics', then Google's ability to use and share information collected by 'Google Analytics' about your visits to our Services are restricted by the [Google Analytics Terms of Use](#) and the [Google Privacy Policy](#). You can prevent analytics tools from recognizing you on return visits to the Services by disabling cookies on web browser. See Section 7 below for more information.

(g) Tracking Technology. We collect information through technology, such as cookies, flash cookies and web beacons, including when you visit our Services or Linked Sites. Please see Section 7 below for further information, including information about how to disable cookies.

(h) From Third Parties. We acquire information from other trusted sources to update or supplement the information you provided or we collected automatically. Local law may require that you authorize the third party to share your information with us before we can acquire it.

2. How We Use It. We use your Personal Data to:

- (a) enable us to provide the Services to you;
- (b) notify you regarding Services, your Account, Paid Content or fees;
- (c) increase the usability of the Services;
- (d) provide information about promotional offers;
- (e) deliver ads on our Services and on the websites of advertising partners, to improve and monitor our advertising, and to provide you with targeted ads;
- (f) investigate objectionable use of the Services;
- (g) respond to requests for assistance from our customer support team;
- (h) analyze trends and use of our Services;
- (i) analyze the Personal Data and other Content provided by Users; and
- (j) carry on our business, as determined by us.

3. Who We Share It With.

We will share Personal Data with third parties:

- (a) when you have enabled us to share your Personal Data with third parties according to our Terms of Service (e.g. sending you newsletters). Once we share your Personal Data with another company, the information received by the other company becomes subject to the other company's privacy practices;
- (b) when necessary, as determined by us in our sole discretion, to provide Services to you, including but not limited to for the uses listed in Section 2 above;
- (c) when required by law or by court order;
- (d) to protect our rights and property, to prevent fraudulent activity or other deceptive practices of Users or third parties, or to prevent harm to others;
- (e) if we are acquired by or merged with another company, or if our assets are sold to another company. In all of these circumstances, you understand and agree that our Terms of Service and this Policy will be assigned and delegated to the other company; and
- (f) to engage third parties to perform tasks for us or in connection with our business and the Services, as determined by us;
- (g) if contacted by the National Council for Therapeutic Recreation Certification ("NCTRC"), any government agency, or any other third party regarding continuing education courses relating to therapeutic recreation specialist certification/recreational therapy certification or other professional matters (collectively, "CE") completed by you using the Services; and
- (h) for any reason related to our business, as determined solely by us.

WE DO NOT SELL YOUR PERSONAL DATA.

4. Your Choices.

- (a) Any information, Personal Data, or Content that you voluntarily disclose for Transmitting to the Website may become available to other Users and/or the public. Once you have Transmitted Content to the Website, you acknowledge and agree that any Content you Transmitted may be re-shared by Users and others and we have no control over any such re-sharing.
- (b) The Services may allow you to use the Services or your Social Media Profiles to share Location Data or other Content with Users, a Linked Site, or other third parties. If you use such functionality of the Services, then you should use caution when determining to whom you want to make your Location Data and/or Content available. If you choose to Transmit your Location Data and/or Content on third party Social Media Profiles, then, depending on the privacy settings of your Social Media Profiles, it is possible that persons in addition to those to whom you intended to view your Location Data and/or Content could have access to such information. Accordingly, you should use caution when sharing Location Data via and/or Content third party Social Media Profiles and you should carefully review the privacy practices of such Social Media Profiles.

(c) Any Content that you Transmit may be searchable by other Users and may be viewable to third parties. We make every effort to prevent undesired disclosure of Content or Personal Data. However, we are not responsible for how others may use Content or Personal Data that is disclosed by you to Users or third parties using our Services.

(d) If you remove information, Personal Data, or Content that you Transmit to the Services, copies may remain viewable in cached and archived pages of the Services, or if other Users or third parties copied or saved that information.

(e) You may opt out of targeted advertisements from some third party companies by visiting the Network Advertising Initiative or Digital Advertising Alliance Consumer Choice Page, which provide simple ways to opt out of ad targeting from participating third party companies. When you opt out, your selection will be stored in a cookie that is specific to your Device or computer and the web browser you are using. The opt out cookie has an expiration date of five years. If you delete the cookies on your computer or Device, you will need to opt out again.

(f) We will contact you from time to time to provide updates about our Services. Unless you have opted out, this could include contacting you by phone or email. You may opt-out of receiving marketing communications from us by the following means: (i) contacting us at Danny@dannypettry.com; or (ii) following the instructions in the communication.

5. Security of Your Personal Information. We exercise reasonable care and prudence in protecting the security of Personal Data provided to us. We carefully protect your data from loss, misuse, unauthorized access or disclosure, alteration, or destruction. Specifically, our Payment Processor uses the Secured Socket Layer ('SSL') encryption when collecting, storing, or transferring sensitive data. Personal Data is stored in password-controlled servers with limited access. However, you have a significant role in Account security. Someone may see or edit your Personal Data if that person gains access to your username and password, so do not share these with others. WE TAKE THESE PRECAUTIONS IN AN EFFORT TO PROTECT YOUR INFORMATION AGAINST SECURITY BREACHES. HOWEVER, THIS IS NOT A GUARANTEE THAT SUCH INFORMATION MAY NOT BE ACCESSED, DISCLOSED, ALTERED, OR DESTROYED BY BREACH OF SUCH FIREWALLS AND SECURE SERVER SOFTWARE. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU UNDERSTAND AND AGREE TO ASSUME THESE RISKS.

6. Your Account. Users may review and update Personal Data by logging into their Account. If your Account is terminated by you or us, we will remove your name and other Personal Data from our publicly viewable database. If you close your Account, we have no obligation to retain your information, and may delete any or all of your Account information without liability. However, we may retain Content related to you for any reason we determine. We may also retain and use your Content if necessary to provide Services to other Users. We disclaim any liability in relation to the deletion or retention (subject to the terms of this Policy) of Content or any obligation not to delete the Content.

7. Tracking Technology. We and other third parties with whom we may partner may use cookies, clear GIFs (also known as ‘web beacons’), or local shared objects (sometimes called ‘flash cookies’) to help personalize the Services. A cookie is a text file that is placed on your computer or other device by a server. Cookies cannot be used to run programs or deliver viruses to your computer or other device. Cookies are uniquely assigned to you, and can only be read by the server that issued the cookie to you. A clear GIF is typically a transparent graphic image (usually 1 pixel by 1 pixel in size) that is used in conjunction with the Services, which allows us or third parties with whom we may partner to measure the actions of Users who interact with the portion of the Services that contain the clear GIF. We and other third parties use clear GIFs to measure traffic and related browsing behavior, and to improve your experience when using the Services. We and other third parties may also use customized links or other similar technologies to track hyperlinks that you click, and associate that information with your Personal Data in order to provide you with more focused communications. You have the ability to accept or decline cookies and Clear GIFs may be unusable if you elect to reject cookies. Most web browsers automatically accept cookies, but you can usually modify the settings to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Services.

8. Compliance with the Children’s Online Privacy Protection Act. We recognize the need to provide further privacy protections with respect to Personal Data we may collect from Children who use our Services. For that reason, we make every effort to comply with the regulations of the Children’s Online Privacy Protection Act of 1998 (at 15 USC § 6501-6506). We never collect or maintain Personal Data through the Services from those we actually know are under thirteen (13), and no part of the Services are structured to attract anyone under thirteen (13). We expressly disclaim, and you expressly release us from, any and all liability whatsoever for any controversies, claims, suits, injuries, harm, loss, penalties, damages, arising from and/or in any way related to any misrepresentations regarding the age of any User. We reserve the right to suspend and/or terminate with or without notice the Account of User who we believe has provided false information when registering for and/or using the Services and each User agrees to make no further use of the Services after termination and/or during suspension.

9. Linked Sites. The Services and/or third parties may provide links to Linked Sites and data provided by third parties. However, we are not responsible for the privacy practices employed by Linked Sites, nor are we responsible for the information or materials that third party data contains. This Policy applies solely to information collected by us through the Services; thus when you use a link to go from the Services to a Linked Site, this Policy is no longer in effect. We encourage Users to read the privacy policies of Linked Sites before proceeding to use them. When you conduct e-commerce with a Linked Site, certain Personal Data may be collected by the Linked Site and made available to us.

10. Ad Revenue. The Services may display advertisements operated by us, our Affiliates, and/or third party Advertisers. Some of the advertisements we display are targeted to you based on your online behavior and your click habits and we may receive compensation based on your clicks.

11. California Privacy Rights. Under California Civil Code Section 1798.83, known as the “Shine the Light” law, a California resident who has provided Personal Data to a business with

whom he/she has established a business relationship for personal, family, or household purposes (“California User”) is entitled to request information about whether the business has disclosed Personal Data to any third parties for the third parties’ direct marketing purposes. In general, if the business has made such a disclosure of Personal Data, upon receipt of a request by a California User, the business is required to provide a list of all third parties to whom Personal Data was disclosed in the preceding calendar year, as well as a list of the categories of Personal Data that were disclosed. However, a business is not required to provide the above-described lists if the business adopts and discloses to the public (in its Privacy Policy) a policy of not disclosing customer’s Personal Data to third parties for their direct marketing purposes unless the customer first affirmatively agrees to the disclosure or gives customers a mechanism to opt out of having their Personal Data disclosed to third parties for their direct marketing purposes. Rather, the business may comply with the law by notifying the customer of his or her right to prevent disclosure of Personal Data and providing a cost free means to exercise the right. We have opted for this alternative approach. As stated in this Policy, we give customers a mechanism to opt out of having their Personal Data disclosed to third parties for their direct marketing purposes. Therefore, we are not required to maintain or disclose a list of third parties that received your Personal Data for marketing purposes. If you wish to opt-out of sharing your Personal Information with third parties for their direct marketing purposes, please email us at Danny@dannypettry.com and mark your request “Re: Opt-out.” California Users may request further information about our approach to this law by writing to us at Danny Pettry, LLC, 1509 Walnut St. # 5, Kenova, WV 25530, below or by email at Danny@dannypettry.com and requesting further information.

12. Changes to our Policy; Miscellaneous. We reserve the right to change this Policy, our Terms of Service, and our other Policies at any time. We will notify you about changes to this Policy by displaying the updated Policy on our Website. You agree that your use of the Services after such notification will constitute acceptance by you of such changes to our Policy. This Policy is and any disputes in connection with this Policy are subject to our Terms of Service and our other Policies which are each hereby incorporated herein by reference. In the event of any conflict between the provisions of this Policy and our Terms of Service, our Terms of Service shall control.

13. Questions or Comments Regarding this Policy. We value your comments and opinions. If you have questions, comments or a complaint about compliance with this Policy, you may send a written notice to us at Danny@dannypettry.com.