

Como Friends Website Terms of Use

Privacy Policy

At Como Friends, user privacy is an important concern. We are committed to privacy and security, and to providing the best possible user experience for our users and online customers. We also strive to protect the personal and confidential information of those who use our on-line services and website. [Click here](#) for our entire Privacy Policy. This policy may be updated by us from time to time, so please check here frequently.

Terms of Use

Please read this agreement ("Agreement") carefully before using our website at comofriends.org. By accessing or using our website, you agree to be bound by this Agreement and all of its terms without change. This agreement is between Como Friends, you the user, and, if you are using the website on behalf of a company or organization, such company or organization will also be considered a party to this Agreement.

Como Friends and its representatives assume no responsibility for any consequence relating directly or indirectly to any action or inaction based on the information, services, or other material on our website. While we strive to keep the information on this website accurate, complete and up-to-date, Como Friends and its representatives cannot guarantee, and will not be responsible for any damage or loss related to, the accuracy, completeness, or timeliness of the information or services on the website.

Personal and Noncommercial Use Limitation: Prohibited Uses

We may provide information to foster community support for the Como Park Zoo & Conservatory, including information on membership in our organization, fundraising events, and donation opportunities ("services and information"). We grant you access to this website during the term of this agreement solely to receive the services and information, to make donations, sign-up for events and participate in promotions. You may access, download, and print materials as necessary to receive the services and information and engage in these activities. You may not license, copy, distribute, create derivative works from, frame in another Web page, use on any other website, or sell any information, databases, or lists obtained from this website. When we request, you agree to provide true, accurate, and complete user information. You will not access or attempt to access password protected, secure or non-public areas of the website without our prior written permission. You will comply with all privacy laws.

Proprietary Rights

All materials on this website (as well as the organization and layout of the website) are owned and copyrighted, licensed by, or used with permission that is granted to Como Friends. No

reproduction, distribution, or transmission of the copyrighted materials at this website is permitted without the prior written permission of Como Friends.

No Unlawful or Prohibited Use

As a condition of your use of this website, you warrant to Como Friends that you will not use this website for any purpose that is against the law or prohibited by these terms. If you violate any of these terms, your permission to use this website automatically ends.

You may not without our prior written permission use any computer code, data mining software, "robot," "bot," "spider," "scraper" or other automatic device, or program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the Web pages, data or content found on this website or accessed through this website. You may not republish Como Friends content or other content from this website on another website or use in-line or other linking to display such content without our permission. You may not introduce viruses, spyware, or other malicious code to this website. You represent and warrant that you use frequently updated, commercially standard virus protection software to ensure that the system you use to access our website is virus free.

If you are under the age of 13, you may not use this website.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS WEBSITE AND THE SERVICES OFFERED AT THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMO FRIENDS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMO FRIENDS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE WEBSITE OR SERVICES; (ii) THE COST OF SUBSTITUTE SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO ON THE WEBSITE OR THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE; OR (v) ANY OTHER MATTER RELATING TO THE WEBSITE OR THE SERVICES. IN NO EVENT WILL OUR MAXIMUM LIABILITY TO YOU EXCEED \$100.

Links to Third Party Sites

This website may contain hyperlinks to websites operated by parties other than Como Friends or its affiliates. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their content. If we post hyperlinks to other websites, this does not mean that we endorse the material on such websites or associate ourselves with their operators. Your access to and use of such websites, including information, material, products and services on such website, is solely at your own risk. Furthermore, because the Como Friends privacy policy is applicable only when you are on our website, once linked to another website, you should read that site's privacy policy before disclosing any personal information.

Links to Our Website

You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of our website so long as (i) the link or your linking website does not portray Como Friends, our affiliates, or our products or services in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; and (iii) your website has, maintains and follows a privacy policy no less protective of user data than the privacy policy of this website. You may not use any Como Friends logo or other proprietary graphic or trademark as part of the link without express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove the hyperlink. You may not link to any page other than the home page of this website. Any link to our website should be a full forward link that passes the client browser to our home page without barriers. The "back" button should return the visitor to the original site if the visitor wishes to back out.

Use of Submissions

Should you respond with information including feedback or data such as questions, comments, suggestions, or the like regarding the content of this website, such information will be deemed to be non-confidential. We will have no obligation of any kind with respect to such information and will be free to reproduce, use, disclose, and distribute the information to others without limitation. We will be free to use any ideas, concepts, know-how, or techniques contained in such information for any purpose whatsoever including but not limited to developing, manufacturing, and marketing products incorporating such information.

Changes to Website

We may make improvements or changes in the information, services, products, and other materials on this website, or terminate this website at any time. We may modify this Agreement at any time, and such modifications will be effective immediately upon posting of

the modified Agreement. Accordingly, you agree to review the Agreement periodically, and your continued access or use of this website will be deemed your acceptance of the modified Agreement.

Miscellaneous

This website is intended to and directed to residents of the United States and all advertising claims contained in this website are valid only in the United States. This Agreement and the resolution of any dispute related to this Agreement or this website will be governed by and construed in accordance with the laws of Minnesota, without giving effect to any principles of conflicts of law. Failure by Como Friends to insist upon strict enforcement of any provision of this Agreement will not be construed as a waiver of any provision or right. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of this website or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. If any of these terms will be deemed invalid, void, or for any reason unenforceable, that term will be deemed severable and will not affect the validity and enforceability of any remaining term. You may have greater rights, or some of the provisions may be prohibited, by virtue of state or federal consumer protection laws. In such a case, to such extent, the subject provisions shall not apply to you.

Como Friends and other logos, product and service names are trademarks and service marks owned by or licensed to Como Friends or its affiliates (the "Marks"). Without the prior written permission of Como Friends, or its appropriate affiliates, you agree not to display or use in any manner, the Marks.

All other trademarks are the property of their respective owners.

© Copyright 2022 Como Friends. All rights reserved.