



## Terms of Use

### 1. Your Acceptance

WELCOME TO THE WEBSITE OPERATED BY MOOGOOD PTY LTD.

BY USING OR VISITING THIS WEBSITE, YOU SIGNIFY YOUR AGREEMENT TO (1) THE TERMS AND CONDITIONS EXPRESSED ON THIS WEBPAGE and (2) ALL OTHER TERMS REFERENCED HEREIN.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THIS WEBSITE.

If you are using the Site on behalf of any entity, you represent that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify you and MooGood Pty Ltd for violations of these Terms.

MooGood may, at its sole discretion, modify or revise these Site Terms and policies at any time, and you agree to be bound by such modifications. Any modifications will be effective immediately upon posting of the revisions on the Site, and you waive any right you may have to receive specific notice of such modifications. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should periodically review the Site Terms and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site.

If you have a question regarding the use of the Site, please direct questions or comments about the Site or its contents to [info@moogood.com](mailto:info@moogood.com)

### 2. General Use of the Site — Permissions and Restrictions

A. The Site and all content and materials on the Site, including the MooGood logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are owned by or licensed to MooGood and are protected by copyright, trademark and other intellectual property rights under the law.

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C. Such permission granted is subject to these Site Terms and does not include: (a) any resale or commercial use of the Site or the Site Materials therein; (b) the distribution, public performance or public display of any Site Materials; (c) modifying or otherwise making any derivative uses of the Site and the Site Materials, or any portion thereof; (d) use of any data mining, robots or similar data gathering or extraction methods; (e) downloading (other than the page caching) of any portion of the Site, the Site Materials



or any information contained therein, except as expressly permitted on the Site; or (f) any use of the Site or the Site Materials other than for its intended purpose.

D. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of MooGood, is strictly prohibited and will terminate the permission granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and communications regulations and statutes.

### 3. No Commercial Activity; Third-Party Products and Services

This Site is solely for furthering the purposes of MooGood. No advertisements or promotions of a commercial nature for products or services are permitted on the Site and you agree not to post such content.

### 4. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, MooGood will terminate, in appropriate circumstances and at MooGood's sole discretion, subscribers or account holders who are deemed to be repeat infringers. MooGood may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

### 5. Copyright Complaints

If you believe that anything on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: *Web Feedback Group, Donor Contact Services*

Email Address of Designated Agent to [info@moogood.com](mailto:info@moogood.com)

### 6. Trademarks

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#### 7. Content Provided by MooGood

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#### 8. Your Content and Conduct

The Site includes interactive areas and services ("Interactive Areas"), in which you or other users create, post or store content, messages, materials, data, music, photos, video, graphics, or other items or materials on the Site ("User Content"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- A. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or otherwise objectionable;
- B. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission or any rules of a securities exchange such as the New York Stock Exchange, the American Stock Exchange or the NASDAQ;
- C. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;
- D. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- E. Unsolicited promotions, political campaigning, advertising, or solicitations;
- F. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- G. Viruses, corrupted data or other harmful, disruptive, or destructive files; and



H. User Content that, in the sole judgment of MooGood, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose MooGood or its users to any harm or liability of any type.

You further agree that you are solely responsible for your conduct while on the Site and the Service, and you agree that you will not do any of the following in connection with the Site, the Service, or its users:

Use the Site or the Service in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or that could damage, disable, overburden, or impair the functioning of the Site in any manner;

Impersonate or post on behalf of any person or entity or otherwise misrepresent your affiliation with a person or entity;

Stalk, intimidate, threaten, or otherwise harass or cause discomfort to other users;

Send any commercial messages – solicited or unsolicited;

Use the Site or the Service for any illegal or unauthorized purpose or engage in, encourage, or promote any illegal activity, or any activity that violates these Terms of Use; or

Circumvent or attempt to circumvent any filtering, security measures or other features

MooGood takes no responsibility and assumes no liability for any User Content posted, stored, or uploaded by you or any third party, or for any loss or damage thereto, or for any user conduct, nor is MooGood liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. Your use of Interactive Areas is at your own risk.

Enforcement of the user content or conduct rules in these Site Terms is solely at MooGood's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce the rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules.

## 9. User Provided Content — License

If you post User Content to the Site, you grant MooGood and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media including without limitation the right to use your name, likeness, voice or identity. You grant MooGood and its affiliates and sublicensees the right to use the name that you submit in connection with such content if we choose. You understand and agree that the use of your or other



users name, likeness, voice, or identity in connection with various features on the Site does not imply any endorsement of the Site or of MooGood unless explicitly stated otherwise.

#### 10. User Content — Representations and Warranties

You may only submit Content to the Site or in connection with the Services that you have the right to submit. This means that you can only submit Content that you yourself create, that is in the public domain or that you have been expressly granted rights consistent with these Site Terms. Content that infringes the rights of any third party (e.g., Content used without express permission of the copyright owner and not otherwise permitted by law) must not be submitted.

You represent, warrant and agree that no Content of any kind submitted, posted, or otherwise shared by you on or through any of the Websites or Services, violates, or infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights, or contains libelous, defamatory, or otherwise unlawful material. Further, you represent, warrant, and agree not to submit any personally identifiable information, including any Content containing personally identifiable information, about any person who is under 13 years of age.

#### 11. MooGood Right to Edit or Remove Content

Although MooGood has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, MooGood reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your cost and expense. Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these Site Terms and may result in, among other things, termination, or suspension of your rights to use the Interactive Areas and/or the Site.

You may request the removal of your Content from the Website or Services at any time, and MooGood will take reasonable steps to promptly remove such Content; provided, however, that MooGood can remove any such Content only from its Websites and cannot remove Content from email archives, wiki history pages and similar community forums where you may post content, or others' computers, such as Content you may have sent to others in an email posted to a MooGood email list. If you choose to remove your Content, the license you granted when submitting such Content will remain in full force and effect in accordance with its terms.



## 12. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray MooGood or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use the MooGood logo or other proprietary graphics of MooGood to link to this Site without the express written permission of MooGood. Further, you may not use, frame, or utilize framing techniques to enclose any MooGood trademark, logo, or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without MooGood's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright, or proprietary right of MooGood or any third party.

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## 13. Third-Party Content

MooGood may provide third party content on the Site and may provide links to Web pages and content of third parties (collectively the "Third Party Content") as a service to those interested in this information. MooGood does not control, endorse, or adopt any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. You acknowledge and agree that MooGood is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review any Third-Party Content. Users use such Third-Party Content contained therein at their own risk.

## 14. Submission of Suggestions and Ideas to MooGood by Users

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the site or the service ("Submissions"), provided by you to MooGood are non-confidential and shall become the sole property of MooGood. MooGood shall own exclusive rights, including all intellectual property rights, and shall



be entitled to the unrestricted use and dissemination of these submissions for any purpose, without acknowledgement or compensation to you.

#### 15. Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to MooGood, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to MooGood.

#### 16. Indemnification

You agree to defend, indemnify and hold harmless MooGood, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Site or your use of the Interactive Areas, including without limitation any actual or threatened suit, demand or claim made against MooGood and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Site Terms or your violation of the rights of any third party.

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#### 19. General Terms

Applicable Law and Venue. These Site Terms and your use of the Site shall be governed by and construed in accordance with the laws of the State of Washington, applicable to agreements made and entirely performed within the State of Washington, without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to these Site Terms shall be filed only in the state and federal courts





located in King County, Washington, and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts over any suit, action or proceeding arising out of these Site Terms.

**Termination.** Notwithstanding any of these Site Terms, MooGood reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent your future access to and use of the Site.

**Severability.** If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

You acknowledge that your sponsorship payment does not entitle you to ownership of the cattle at any stage of its life and that the farmer/owner remains the rightful owner of his livestock. You further acknowledge that the sponsorship payment is made to enable the farmer/owner to maintain a reasonable quality of life for the cattle until its end of life.