

User-Generated Content Policy

Last Modified: July 2020

Sarasota Jungle Gardens Inc, a Florida corporation (“**Company**”), operates a website at sarasotajunglegardens.com (the “**Website**”) along with accounts on social media and other online properties (collectively, together with the Website, the “**Sites**”). A Site may permit users to post, submit, publish, display, or transmit to other users or other persons (“collectively, “**Post**”), or Company may seek permission from users to Post on a Site, content or materials provided by a user (collectively, “**User Content**”) (including through message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, or other interactive features (collectively, “**Interactive Services**”). This User-Generated Content Policy (this “**Policy**”), together with any terms or other policies that apply to the Site on which you Post your User Content or for which you approve Company to Post your User Content (including, without limitation, as it relates to the Website, the Terms of Use¹ and the documents incorporated therein) (all of such terms and policies that apply to the applicable Site, together with this Policy, the “**Applicable Terms**”), which are hereby incorporated into this Policy, govern your access to and use of the Sites and the Posting of your User Content (whether by you or Company).

ARTICLE 1: USER CONTENT

All User Content must comply with the [Content Standards](#) set out herein.

All User Content will be considered non-confidential. By providing any User Content to a Site, or approving Company’s Posting of your User Content to a Site, you grant Company, its affiliates, and its service providers, and each of its and their respective licensees, successors, and assigns, a license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- (a) you own or control all rights in and to your User Content and have the right to grant the license granted above; and
- (b) all of your User Content does and will comply with the Applicable Terms.

You understand and acknowledge that you are responsible for all of your User Content and that you, not Company, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

Company is not responsible, or liable to you or any third party, in any way for

¹ This should link to the Terms of Use.

any User Content provided by you or any other user.

ARTICLE 2: MONITORING AND ENFORCEMENT; TERMINATION

Company has the right to:

- (a) remove or refuse to Post any User Content for any or no reason in its sole discretion;
- (b) take any action with respect to any User Content that it deems necessary or appropriate in its sole discretion, including if Company believes that such User Content violates the Applicable Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of a Site or the public, or could create liability for Company;
- (c) disclose your identity or other information about you to any third party who claims that your User Content violates their rights, including their intellectual property rights or their right to privacy;
- (d) take appropriate legal action (including, without limitation, referral to law enforcement) for any illegal or unauthorized use of a Site; and
- (e) terminate, suspend, or block your access to all or part of a Site for any or no reason (including, without limitation, any violation of the Applicable Terms).

Without limiting the foregoing, Company has the right to fully cooperate with any law enforcement authorities or court order requesting or directing Company to disclose the identity or other information of anyone providing User Content. YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, Company does not undertake to review all material before it is Posted on the Sites and cannot ensure prompt removal of objectionable material after it has been Posted. Accordingly, Company assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

ARTICLE 3: CONTENT STANDARDS

These content standards apply to any and all User Content and use of Interactive Services. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- (a) infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- (b) contain confidential or proprietary information of any other person;
- (c) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Applicable Terms;
- (d) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable or unlawful;
- (e) contain any material which has the purpose or effect of creating an intimidating or hostile environment;
- (f) contain ethnic slurs or personal insults;
- (g) contain harmful content such as malware, viruses, trojan horses, worms, logic bombs, time bombs, or other material that is malicious or technologically harmful;
- (h) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- (i) be likely to deceive any person;
- (j) promote any illegal activity or advocate, promote, or assist any unlawful act;
- (k) promote any activity that could lead to an unsafe situation involving Company, its consumers, or other individuals;
- (l) cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- (m) impersonate any person or misrepresent your identity or affiliation with any person or organization;
- (n) involve commercial activities or sales, such as contests, sweepstakes, or other sales promotions, barter, or advertising; or
- (o) give the impression that it emanates from or is endorsed by Company or any other person or entity, if this is not the case.

ARTICLE 4: REPORTING CLAIMS OF COPYRIGHT INFRINGEMENT

Company takes claims of copyright infringement seriously. Company will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from a Site infringe your copyright, you may request removal of those materials (or access to them) by submitting written notification to the DMCA Agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

- (a) your physical or electronic signature;

- (b) identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works;
- (c) identification of the material you believe to be infringing in a sufficiently precise manner to allow Company to locate that material;
- (d) adequate information by which Company can contact you (including your name, postal address, telephone number, and, if available, email address);
- (e) a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law;
- (f) a statement that the information in the written notice is accurate; and
- (g) a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is (“DMCA Agent”):

[FIRST AND LAST NAME OF AGENT]
[NAME OF AGENT'S ORGANIZATION]
[PHYSICAL MAIL ADDRESS OF AGENT]
[TELEPHONE NUMBER OF AGENT]
[EMAIL ADDRESS OF AGENT FOR THIS PURPOSE]

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on a Site is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

ARTICLE 5: COUNTER-NOTIFICATION PROCEDURES

If you believe that your User Content was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification (a “Counter-Notice”) by submitting written notification to the DMCA Agent designated above. Pursuant to the DMCA, the Counter-Notice must include substantially the following:

- (a) your physical or electronic signature;
- (b) an identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled;
- (c) adequate information by which Company can contact you (including your name, postal address, telephone number, and, if available, email address);
- (d) a statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
- (e) a statement that you will consent to the jurisdiction of the federal district court for the judicial district in which your address is located (or, if you reside outside the United States, for any judicial district in which the

applicable Site may be found) and that you will accept service from the person (or an agent of that person) who provided the complaint at issue.

Our designated agent to receive Counter-Notices is the DMCA Agent listed above.

The DMCA allows Company to restore the removed content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on a Site was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

ARTICLE 6: REPEAT INFRINGERS

It is Company's policy in appropriate circumstances to disable, block, or terminate the accounts of users who are repeat infringers of this Policy (including, without limitation, with regard to allegations of copyright infringement).

ARTICLE 7: INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Company and its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns, from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to your violation of the Applicable Terms, your use of a Site, or any of your User Content.

ARTICLE 8: GOVERNING LAW

All matters relating to this Policy, your User Content, and any dispute or claim arising from or related to any of the foregoing (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

ARTICLE 9: JURISDICTION

Any legal suit, action, or proceeding arising out of, or related to, this Policy or your User Content that is brought outside of arbitration shall be instituted and maintained exclusively in the state or federal courts located in or for the City of Sarasota, Florida, although Company retains the right to bring any suit, action, or proceeding against you in your country or state of residence or any other relevant country or state.

You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

ARTICLE 10: LIMITATION ON TIME TO FILE CLAIMS

TO THE FULLEST EXTENT PROVIDED BY LAW, ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE AGAINST COMPANY ARISING OUT OF OR RELATING ANY APPLICABLE TERM (INCLUDING THIS POLICY) OR ANY SITE MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

ARTICLE 11: WAIVER AND SEVERABILITY

No waiver by Company of any term or condition set forth in this Policy or any other Applicable Term shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under this Policy or any other Applicable Term shall not constitute a waiver of such right or provision.

If any provision of this Policy is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, a suitable and equitable provision will be substituted therefor to carry out the original intent as closely as possible, and the remaining provisions of this Policy will continue in full force and effect.