

## Legal Notices

---

Welcome to the website (the "Site") of SkyBlueRanch.com, Inc. ("[SkyBlueRanch.com](https://www.skyblueranch.com)"). SkyBlueRanch.com provides its services to you subject to the notices, terms, and conditions set forth in this agreement (the "[Agreement](#)"). In addition, when you use any SkyBlueRanch.com service (e.g., Purchase of Puppy), you will be subject to the rules, guidelines, policies, terms, and conditions applicable to such service, and they are incorporated into this Agreement by this reference. SkyBlueRanch.com reserves the right to change this Site and these terms and conditions at any time. **[ACCESSING, BROWSING OR OTHERWISE USING THE SITE INDICATES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, SO PLEASE READ THIS AGREEMENT CAREFULLY BEFORE PROCEEDING.](#)**

### USE OF SITE

You represent and warrant that you are at least 18 years old or visiting the Site under the supervision of a parent or guardian.

Subject to the terms and conditions of this Agreement, SkyBlueRanch.com hereby grants you a limited, revocable, non-transferable and non-exclusive license to access and use the Site by displaying it on your internet browser only for the purpose of shopping for personal items sold on the Site and not for any commercial use or use on behalf of any third party, except as explicitly permitted by SkyBlueRanch.com in advance. Any breach of this Agreement shall result in the immediate revocation of the license granted in this paragraph without notice to you.

Except as permitted in the paragraph above, you may not reproduce, distribute, display, sell, lease, transmit, create derivative works from, translate, modify, reverse-engineer, disassemble, decompile or otherwise exploit this Site or any portion of it unless expressly permitted by SkyBlueRanch.com in writing. You may not make any commercial use of any of the information provided on the Site or make any use of the Site for the benefit of another business unless explicitly permitted by SkyBlueRanch.com in advance. SkyBlueRanch.com reserves the right to refuse service, terminate accounts, and/or cancel orders in its discretion, including, without limitation, if SkyBlueRanch.com believes that customer conduct violates applicable law or is harmful to SkyBlueRanch.com's interests.

You shall not upload to, distribute, or otherwise publish through this Site any Content, information, or other material that (a) violates or infringes the copyrights, patents, trademarks, service marks, trade secrets, or other proprietary rights of any person; (b) is libelous, threatening, defamatory, obscene, indecent, pornographic, or could give rise to any civil or criminal liability under U.S. or international law; or (c) includes any bugs, viruses, worms, trap doors, Trojan horses or other harmful code or properties.

SkyBlueRanch.com may/can choose to assign you a password and account identification to enable you to access and use certain portions of this Site. Each time you use a password or identification, you will be deemed to be authorized to access and use the Site in a manner consistent with the terms and conditions of this Agreement, and SkyBlueRanch.com has no obligation to investigate the authorization or source of any such access or use of the Site. **[YOU WILL BE SOLELY RESPONSIBLE FOR ALL ACCESS TO AND USE OF THIS SITE BY ANYONE USING THE PASSWORD AND IDENTIFICATION ORIGINALLY ASSIGNED TO YOU WHETHER OR NOT SUCH ACCESS TO AND USE OF THIS SITE IS ACTUALLY AUTHORIZED BY YOU, INCLUDING WITHOUT LIMITATION, ALL COMMUNICATIONS AND TRANSMISSIONS AND ALL OBLIGATIONS \(INCLUDING WITHOUT LIMITATION FINANCIAL OBLIGATIONS\) INCURRED THROUGH SUCH ACCESS OR USE.](#)** You are solely responsible for protecting the security and confidentiality of the password and identification assigned to you. You shall immediately notify SkyBlueRanch.com of any unauthorized use of your password or identification or any other breach or threatened breach of this Site's security.

### REVIEWS AND COMMENTS

Except as otherwise provided elsewhere in this Agreement or on the Site, anything that you submit or post to the Site and/or provide SkyBlueRanch.com, including without limitation, ideas, know-how, techniques, questions, reviews, comments, and suggestions (collectively, "[Submissions](#)") is and will be treated as nonconfidential and nonproprietary, and SkyBlueRanch.com shall have the royalty-free, worldwide, perpetual, irrevocable and transferable right to use,

copy, distribute, display, publish, perform, sell, lease, transmit, adapt, create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. All Submissions shall automatically become the sole and exclusive property of SkyBlueRanch.com and shall not be returned to you.

In addition to the rights applicable to any Submission, when you post comments or reviews to the Site, you also grant SkyBlueRanch.com the right to use the name that you submit with any review, comment, or other Content, if any, in connection with such review, comment, or other content. You represent and warrant that you own or otherwise control all of the rights to the reviews, comments and other Content that you post on this Site and that use of your reviews, comments, or other Content by SkyBlueRanch.com will not infringe upon or violate the rights of any third party. You shall not use a false e mail address, pretend to be someone other than yourself or otherwise mislead SkyBlueRanch.com or third parties as to the origin of any Submissions or Content. SkyBlueRanch.com may, but shall not be obligated to, remove or edit any Submissions (including comments or reviews) for any reason.

#### **INTELLECTUAL PROPERTY**

All text, graphics, button icons, images, audio clips, and software (collectively, "Content"), belongs exclusively to SkyBlueRanch.com or its Content suppliers. The collection, arrangement, and assembly of all Content on this Site (the "Compilation") belongs exclusively to SkyBlueRanch.com. All Software used on this Site (the "Software") is property of SkyBlueRanch.com or its Software suppliers. The Content, the Compilation and the Software are all protected by the U.S. and international copyright laws. SkyBlueRanch.com, & Sky Blue Ranch, Inc. and other logos, slogans, trade names or words are registered trademarks, trademarks or service marks of SkyBlueRanch.com, its suppliers, or third parties. The use of any SkyBlueRanch.com trademark or service mark without SkyBlueRanch.com's express written consent is strictly prohibited. You may not use any SkyBlueRanch.com trademarks or service mark in connection with any non-SkyBlueRanch.com product or service or in any way that is likely to cause confusion. You may not use SkyBlueRanch.com's trademarks or service marks in any manner that disparages or discredits SkyBlueRanch.com. You may not use any of the SkyBlueRanch.com trademarks or service marks in meta tags without the prior explicit consent of SkyBlueRanch.com.

#### **TERMINATION AND EFFECT OF TERMINATION**

In addition to any other legal or equitable remedies, SkyBlueRanch.com may, without prior notice to you, immediately terminate the Agreement or revoke any or all of your rights granted under this Agreement. Upon any termination of this Agreement, you shall immediately cease all access to and use of the Site and SkyBlueRanch.com shall, in addition to any other legal or equitable remedies, immediately revoke all password(s) and account identification issued to you and deny your access to and use of this Site in whole or in part. Any termination of this Agreement shall not affect the respective rights and obligations (including without limitation, payment obligations) of the parties arising before the date of termination.

#### **INTERNATIONAL ACCESS**

This Site may be accessed from countries other than the United States. This Site may contain products or references to products that are not available outside of the United States. Any such references do not imply that such products will be made available outside the United States. If you access and use this Site outside the United States you are responsible for complying with your local laws and regulations.

#### **DISCLAIMER AND LIMITATION OF LIABILITY**

EXCEPT AS OTHERWISE PROVIDED IN THE STANDARD TERMS OF SALE THAT GOVERN THE SALE OF EACH PRODUCT ON THIS SITE, (and on the webpages to which that webpage links), THIS SITE, THE PRODUCTS OFFERED FOR SALE ON IT AND THE TRANSACTIONS CONDUCTED THROUGH IT ARE PROVIDED BY SKYBLUERANCH.COM ON AN "AS IS" BASIS. SKYBLUERANCH.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE EXCEPT AS PROVIDED HERE (and on the webpages to which that webpage links). TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SKYBLUERANCH.COM DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, QUIET ENJOYMENT, DATA ACCURACY AND SYSTEM INTEGRATION. THIS SITE

MAY INCLUDE INACCURACIES, MISTAKES OR TYPOGRAPHICAL ERRORS. SKYBLUERANCH.COM DOES NOT WARRANT THAT THE CONTENT WILL BE UNINTERRUPTED OR ERROR FREE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SKYBLUERANCH.COM WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SKYBLUERANCH.COM'S TOTAL LIABILITY TO YOU FOR ANY DAMAGES (REGARDLESS OF THE FOUNDATION FOR THE ACTION) SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO SKYBLUERANCH.COM DURING THE MONTH IMMEDIATELY PRECEDING THE ACT ALLEGEDLY GIVING RISE TO SKYBLUERANCH.COM'S LIABILITY.

#### **TYPOGRAPHICAL ERRORS**

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information received from our suppliers, SkyBlueRanch.com shall have the right to refuse or cancel any orders placed for product listed at the incorrect price. SkyBlueRanch.com shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, SkyBlueRanch.com shall immediately issue a credit to your credit card account in the amount of the charge.

#### **LINKS**

This site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that SkyBlueRanch.com is not responsible for the operation of or content located on or through any such site.

#### **COPYRIGHT COMPLAINTS**

SkyBlueRanch.com respects the intellectual property of others. Any complaints of copyrighted matters need be addressed to SkyBlueRanch.com

#### **REMEDIES**

You agree that SkyBlueRanch.com's remedy at law for any actual or threatened breach of this Agreement would be inadequate and that SkyBlueRanch.com shall be entitled to specific performance or injunctive relief, or both, in addition to any damages that SkyBlueRanch.com may be legally entitled to recover, together with reasonable expenses of any form of dispute resolution, including, without limitation, attorneys' fees.

No right or remedy of SkyBlueRanch.com shall be exclusive of any other, whether at law or in equity, including without limitation damages injunctive relief, attorneys' fees and expenses.

No instance of waiver by SkyBlueRanch.com of its rights or remedies under these terms and conditions shall imply any obligation to grant any similar, future or other waiver.

#### **APPLICABLE LAW**

This site is created and controlled by SkyBlueRanch.com in the State of Iowa, USA. As such, the laws of the State of Iowa will govern these disclaimers, terms, and conditions, without giving effect to any principles of conflicts of laws.

#### **OUR ADDRESS**

Please send any questions or comments (including all inquiries unrelated to copyright infringement) regarding this Site to:

Sky Blue Ranch, Inc.  
L.F. Thorp  
1821 Quarry Trail  
Winterset, IA 50273