

## **YQCA Coupon Terms and Conditions**

### **General Terms**

Coupons are issued by YOUTH FOR THE QUALITY CARE OF ANIMALS, INC, a South Dakota domestic nonprofit corporation (the "Issuer"), who is the sole obligor to Coupon owner. When you purchase, receive or redeem a Coupon, you agree that the laws of the State of South Dakota, without regard to conflicts of laws principles, will govern these Coupon terms and conditions. Issuer reserves the right to change these terms and conditions from time to time in its sole discretion. All terms and conditions are applicable to the extent permitted by law.

### **Redemption**

Coupons are non-refundable and only redeemable for course activation on [yqcaprogram.org](http://yqcaprogram.org). Valid for one-time use.

### **Risk of Loss**

Coupons will not be replaced or refunded if lost or stolen. The risk of loss and title for Coupons pass to the purchaser upon sale. We are not responsible if a Coupon is lost, stolen, destroyed or used without your permission.

### **Resale**

Issuer does not permit the resale of its Coupons without our prior written consent.

### **Compliance With Laws**

By purchasing Coupons, you are certifying and representing to the Issuer and its affiliates, subsidiaries, sister and parent companies, including, without limitation YOUTH FOR THE QUALITY CARE OF ANIMALS, INC. (the "Issuer and Affiliates"), that the activities in connection with which the Coupons will be used will comply with these terms and conditions and all applicable laws, rules and regulations, and that the Coupons will not be used in any manner that is misleading, deceptive, unfair or otherwise harmful to Coupon users. In addition, you agree to defend and indemnify Issuer and Affiliates and their respective directors, agents, managers and officers, from and against any claims, expenses or liabilities made against or incurred by any of them in connection with your use of the Coupons or violation of any of these terms and conditions. You agree to release Issuer and Affiliates and their respective directors, agents, managers and officers from and against any and all claims,

expenses or liabilities you have or may have against or incurred in connection with your use of the Coupons or violation of any of these terms and conditions.

### **Our Policies**

Issuer and Affiliates may provide Coupon purchasers with information about the redemption status of Coupons. Coupons cannot be returned, resold, transferred for value, redeemed for cash or applied to any other account, except to the extent required by law.

### **Fraud**

Issuer and Affiliates have the right to reject Coupons and may request alternative forms of payment if Issuer or Affiliate believes such Coupons have been fraudulently obtained.

### **Limitation of Liability**

Issuer and its Affiliates make no representations, warranties or conditions of any kind, express or implied, with respect to the Coupon, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title, or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Issuer does not represent or warrant that your Coupons will always be accessible or accepted. In the event that Issuer or its Affiliates are found liable to you, you shall only be entitled to recover actual and direct damages and such damages shall not exceed the purchase price of your Coupon. Issuer and its Affiliates shall have no liability for any incidental, indirect or consequential damages (including, without limitation, loss of profit, revenue or use) arising out of or in any way connected with these terms and conditions, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or any other theory of liability, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall Issuer or its Affiliates have any liability for unauthorized access to, or alteration, theft or destruction of a Coupon through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control. The laws of certain states or other jurisdiction do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have



rights in addition to those contained in this agreement. In such jurisdiction, our liability is limited to the greatest extent permitted by law.