

Terms and Conditions ("Terms")

Last updated: December 14, 2021

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the *ZooMonitor* website (<https://www.zoomonitor.org>) and application (the "Service") maintained by Lincoln Park Zoo and Tracks Data Solutions ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

ZooMonitor is a trademark of Lincoln Park Zoo. All Rights Reserved.

Installation

You may install and use the Service on any number of devices owned by you.

Content

When using *ZooMonitor*, you can upload files and create content. You retain ownership of any intellectual property rights on this content. Your use of the Service grants us (and any trusted third parties we work with) limited rights on this content that allow us to provide the Service.

By uploading and/or creating content on *ZooMonitor*, you give us a royalty-free, paid up, perpetual license to copy, display, store, back up, share, and modify your content. This license is retained even if you stop using the Service.

Subscriptions

When registering for *ZooMonitor*, you are given a 30-day free trial. Your 30-day period begins when you sign in to your admin portal and save billing information. At the end of this free trial, you will be automatically billed for an annual subscription based on the pricing plan for your account. Your subscription will renew until canceled. You may cancel your subscription at any time in the admin portal of your *ZooMonitor* account. For accounts that require greater storage space than offered on the Base Plan, you will be required to upgrade your account to a Pro Plan. You must consent to upgrade your plan to continue using the Service.

Termination of Services

By accepting these Terms, you agree to not misuse the Service or help others to do so. We reserve the right to terminate your account if you:

- Breach, or attempt to circumvent any security and authentication procedures;
- Reverse engineer any portion of the Service that has not been provided under a public license;
- Tamper with or interfere with the proper functioning of the Service;
- Access any non-public portions of the Service you have not been invited to;
- Upload any copyrighted content that you do not have permission to do so;
- Upload any illegal content;
- Use the Service for commercial purposes other than as expressly permitted herein;
- Share unsolicited communications, promotions, or advertisements;
- Harass any personnel or representatives associated with ZooMonitor;
- Transfer the Service or this agreement to any third party;
- Have a free account and have not accessed the Service for 12 consecutive months or more.

“AS IS” Disclaimer

Although we seek to provide you with useful information based on the data you provide us, we cannot guarantee all information provided to you through the Service. Any and all information available through the Service is provided to you on an “as is” basis and without warranty of any kind. WE MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICE. WE DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

Limitation of Liability

Your data when using the Service is stored and backed up on local and cloud storage. We have no liability for any loss or misappropriation of your data under any circumstances.

Governing Law

These terms are governed by the law of the state of Illinois without regard to conflicts of law principles. Any dispute regarding these terms must be brought in a court of competent jurisdiction located in Cook County, Illinois.