



## TERMS & CONDITIONS:

proHOUND is the trading name of proHOUND LTD registered under Companies House Scotland; registration number SC672677.

Access to, and use of any website, service or social media sites (herein; website, service or social media sites collectively referred to as 'Sites associated with proHOUND') are provided by proHOUND on the following Terms & Conditions.

### 1. ABOUT THE TERMS & CONDITIONS

- 1.1 The terms "we", "us" and "our" refer to proHOUND. The term "you" refers to you, as a user of Sites associated with proHOUND.
- 1.2 Terms & Conditions govern the use of Sites associated with proHOUND; by using this website, you accept these Terms & Conditions in full. If you disagree with these Terms & Conditions or any part of these terms and conditions, you must not use Sites associated with proHOUND.
- 1.3 You will be deemed upon registration for your online account to be a proHOUND account holder (Account Holder) and be bound by these Terms & Conditions, which shall take effect immediately on your first use of this website.
- 1.4 proHOUND may change these Terms & Conditions from time to time and so you should check these terms regularly. Revised Terms & Conditions will apply from the date of the publication of the revised Terms & Conditions on this website. Your continued use as an Account Holder will be deemed as acceptance of the updated or amended Terms & Conditions. If you do not agree to the changes, you should cease using Sites associated with proHOUND.



## 2. CONDITIONS OF USE

2.1. You agree to use Sites associated with proHOUND only for lawful purposes, and in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of Sites associated with proHOUND. Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue. You may not impersonate another person when using Sites associated with proHOUND.

## 3. INTELLECTUAL PROPERTY

3.1. All copyright, trade-marks, design rights, patents and other intellectual property rights (registered and unregistered) and all content located on Sites associated with proHOUND shall remain vested with proHOUND.

3.2. All rights reserved. No part of this publication, its attachments or anything on Sites associated with proHOUND may be reproduced, stored in any medium (including electronic storage or use in a website), distributed, modified or utilised in any form or by any means (electronic, mechanical, photocopying or otherwise), showed in public, such materials in whole or in part, without the prior written permission from proHOUND or a licence from the Copyright Licensing Agency Ltd, in accordance with the Copyright, Designs and Patents Act 1988.



## 4. ACCOUNT HOLDER TERMS

- 4.1 You must be at least 16 years of age to create an account.
- 4.2 To become a member of myHOUND, you will need to provide proHOUND with some personal details about yourself. We will protect your personal data as set out in the proHOUND Privacy Policy.
- 4.3 By participating in the Dog Neutrality Database feature in myHOUND, you agree that the first 3-4 characters of your postcode will be on display as well as your first name. You agree to receive automated “Match Requests” from other members seeking to practise dog neutrality and that it is entirely up to either member to exchange the necessary details to be able to meet (the details supplied by you via myHOUND are not revealed during this process).
- 4.3.1 proHOUND accepts no responsibility or liability for any circumstance that results from either member’s participation in this myHOUND feature (with specific reference to 8.6 in this document)
- 4.3.2 proHOUND encourages that all dogs remain on the lead and at suitable distances from each other (unless you are using a proHOUND-approved stooge)
- 4.3.3 proHOUND encourages that both members discuss (in advance and with the complete truth) the nature, temperament and overall status and stability of each dog to be in attendance so that each member can make a fair assessment of the suitability of the potential meet. You are required to select from a dropdown menu regarding “Reactivity Status” of the dog in question.
- 4.3.4 You agree to report a member who is in breach of these Terms and Conditions by emailing us at [info@proHOUND.org](mailto:info@proHOUND.org)



4.4 proHOUND may bring any rights granted to you to an end at any time without necessarily providing any notice to you.

4.5 If you disable your account, we will not automatically delete the content that you have submitted to Sites associated with proHOUND without a written proposal.

4.6 If you use multiple logins for the purpose of disrupting a community or annoying other users, you may have action taken against all of your accounts. All accounts must be registered with a valid personal email address that you access regularly so that moderation emails can be sent to you. Accounts registered with someone else's email address, or with temporary email addresses may be closed without notice.



## 5. AGREEMENT & PAYMENT TERMS

5.1. Contractual relationships are either via written agreement from you and proHOUND or via 'buy' options at [www.proHOUND.org](http://www.proHOUND.org). No other information contained on Sites associated with proHOUND is intended to be, nor should be construed as an offer by us to enter into a contractual relationship with you or anyone else except on these Terms & Conditions.

5.2. All payments made are non-refundable (unless there has been a banking error, for example, a duplicate payment) but can be transferrable at our sole discretion.

5.3. Donations to proHOUND's social mission are non-refundable.

5.4. By Subscribing monthly on [www.proHOUND.org](http://www.proHOUND.org), you agree to enter into a contractual agreement with proHOUND for the minimum duration, (this is 1 calendar month for monthly subscriptions, and one year for annual subscriptions). As such, if you decide to cancel your subscription at any time prior to the minimum duration period, you agree to give permission to proHOUND to charge the minimum period duration payment fee. You must give at least one calendar month of notice (for both annual and monthly plans) before payments can be ceased. Once this period is over; no more payment collections will be made and your account will automatically expire on the next 'would be' payment date.

*Example: if your normal subscription charge date is the 1<sup>st</sup> of the month, and you cancel on 15<sup>th</sup> of February, you will be charged on the 1<sup>st</sup> of March and your account access will continue before automatically expiring on 1<sup>st</sup> of April.*

5.5. By Subscribing monthly and IF your subscription includes a free trial with proHOUND.org, you must provide written notice of cancellation to [info@proHOUND.org](mailto:info@proHOUND.org) within 72 hours of joining if you wish to cancel and not be charged (at which point this section is replaced by 5.6).

5.6. Information and pricings for services may be changed at any time and can take effect at any time without notice.

5.7. Services booked with a Recommended Service Provider are liable to that individual RSP's terms and conditions



## 5.8. Shadow Programme

- 5.8.1. If you have purchased a custom-built programme with us, you **must** make initial contact with the RSP within 7 calendar days of your confirmation email. Failure to do so could result in loss of your programme.
- 5.8.2. It is your responsibility to proactively arrange your custom-built programme so our RSPs are able to accommodate your individual needs and provide the best shadowing experience possible.
- 5.8.3. Payments for the Shadow Programme are non-refundable, but are transferrable at our sole-discretion.
- 5.8.4. The Shadow Programme operates on a first-come-first-serve basis. As RSP capacity fluctuates, so will their availability on the myHOUND platform and so there is no guarantee in securing your customised programme unless it is fully paid for.
- 5.8.5. Payment plans can be made available upon request for programmes consisting of over 5 CAs (please email [info@proHOUND.org](mailto:info@proHOUND.org) to arrange).
- 5.8.6. You must let us know (by emailing [info@proHOUND.org](mailto:info@proHOUND.org) with the reasoning) if you feel you are unlikely to successfully **arrange** any one Competency Area in your Shadow Programme within 1 calendar month post-confirmation email. proHOUND will act accordingly to ensure that your programme is protected.
- 5.8.7. You must complete your Shadow Programme within 6 months of your post-conformation email (unless it has been extended due to 5.8.6).
- 5.8.8. You must make yourself aware of an RSPs cancellation policy as well as any terms and conditions they may have.



## 6. CONTRIBUTIONS TO PROHOUND

- 6.1. By sharing any feedback or contribution (including any text, photographs, graphics, video or audio) with proHOUND you agree to grant proHOUND, free of charge, permission to use the material in any way (including modifying and adapting it for operational and editorial reasons) for proHOUND services in any media worldwide.
- 6.2. In order that proHOUND can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any third party rights, that you have the right to give proHOUND permission to use it for the purposes specified above, and that you have the consent of anyone who is identifiable in your contribution or the consent of their parent/guardian if they are under 16 years of age.
- 6.3. If you do not want to grant proHOUND the permission set out above on these terms, please do not submit or share your feedback or contribution to or with Sites associated with proHOUND.
- 6.4. You may not submit or share any defamatory or illegal material of any nature on Sites associated with proHOUND. This includes text, graphics, video, programs or audio. Contributing materials to Sites associated with proHOUND with the intention of committing or promoting an illegal act is strictly prohibited.



## 7. ACCURACY OF CONTENT & INFORMATION

- 7.1. Information contained in or accessible via Sites associated with proHOUND changes on a regular basis and these improvements or alterations can take effect at any time and without notice.
- 7.2. proHOUND is not able to guarantee that information contained on or available via Sites associated with proHOUND will continue to be accurate. You confirm that you have not relied on any such information and/or any arrangements made between you and any other person, using or named on Sites associated with proHOUND is entirely at your sole risk and responsibility.
- 7.3. Should there be any link to other websites we will try to make it as clear as possible that you are leaving Sites associated with proHOUND. It is your responsibility to check the Terms & Conditions and Privacy Policy on any other website that you visit.

## 8. LIABILITY

- 8.1. proHOUND does not guarantee that the use of Sites associated with proHOUND will be compatible with all hardware and software.
- 8.2. proHOUND does not guarantee that the use of Sites associated with proHOUND will be uninterrupted or error or virus-free. You must take appropriate steps to ensure that you regularly check for viruses when using Sites associated with proHOUND on any device.
- 8.3. proHOUND does not guarantee that the use of Sites associated with proHOUND will deliver any specific outcome for its users.





- 8.4. If any links to other websites appear on Sites associated with proHOUND, proHOUND accepts no responsibility or liability for the content of that website (whether under our control or otherwise). Any link is not intended to be, nor should be construed as, an endorsement of any kind by proHOUND.
- 8.5. proHOUND makes no statement about the suitability of the content, information and services contained on, or accessed via Sites associated with proHOUND. All warranties, terms and conditions in this regard, including all warranties, terms and conditions implied by statute or otherwise, of satisfactory quality and fitness for purpose are excluded to the fullest permitted by law. For the avoidance of doubt, this includes materials accessed via links to websites (including home pages, web pages or documents they contain) operated by third parties. proHOUND further exclude to the fullest extent permissible by law all liability for damages and direct, indirect, special or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by you or any third party and arising out of or in any way connected with the use of, or inability to use, Sites associated with proHOUND or its content, whether based on contract, tort, strict liability or otherwise.
- 8.6. You will defend, indemnify and hold harmless proHOUND from and against any and all claims, liabilities, damages, losses or expenses, including reasonable legal costs, arising out of or in any way connected with any breach by you of these Terms & Conditions.
- 8.7. proHOUND may transfer, sub-contract or otherwise deal with services and / or obligations under these Terms & Conditions without notifying you or obtaining your consent.



## 9. JURISDICTION AND ACCEPTANCE OF THESE TERMS AND CONDITIONS

- 9.1. These Terms & Conditions, and any dispute in relation to the materials available from Sites associated with proHOUND, are governed by Scottish law. The Scottish courts have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Terms & Conditions or use of Sites associated with proHOUND.
- 9.2. If you breach these Terms & Conditions in any way, proHOUND may take any action as deemed appropriate to deal with the breach, including but not limited; bringing court proceedings against you; suspending and/or prohibiting your access to the Sites associated with proHOUND.
- 9.3. If any provision of these Terms & Conditions is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of these Terms & Conditions.
- 9.4. These conditions were last updated in September 2020.