

End User License Agreement/Terms of Use

Legal Information & Notices

Ownership of Site; Agreement to Terms of Use

These Terms and Conditions of Use (the "Terms of Use") apply to the Wildlife Center of Virginia web site located at www.wild-one.org, and all associated sites linked to www.wild-one.org by Wildlife Center of Virginia, its subsidiaries and affiliates, including Wildlife Center of Virginia sites around the world (collectively, the "Site"). The Site is the property of Wildlife Center of Virginia Inc. ("Wildlife Center of Virginia") and its licensors. **BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.**

Wildlife Center of Virginia reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. While a reasonable effort will be made to alert users to significant changes, it is the user's responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Wildlife Center of Virginia grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

Content

All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site is owned, controlled or licensed by or to Wildlife Center of Virginia, and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, Web site or other medium for publication or distribution or for any commercial enterprise, without Wildlife Center of Virginia's express prior written consent.

You may use information on Wildlife Center of Virginia products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by Wildlife Center of Virginia for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal (organizational) efforts to care for, study, and/or conserve wildlife, and that such use is on behalf of a public interest, nonprofit or other non-commercial informational purpose, and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

Your Use of the Site

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available to you through the Site. Wildlife Center of Virginia reserves the right to bar any such activity, or take action against those violating these provisions, or the intellectual property and privacy rights of others using this site.

You may not attempt to gain unauthorized access to any portion or feature of the Site, including the data stored on the site by other users, or any other systems or networks connected to the Site or to any Wildlife Center of Virginia server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Wildlife Center of Virginia, including any Wildlife Center of Virginia account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Wildlife Center of Virginia’s systems or networks, or any systems or networks connected to the Site or to Wildlife Center of Virginia.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Wildlife Center of Virginia on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Wildlife Center of Virginia or others.

Purchases; Other Terms and Conditions

Additional terms and conditions may apply to purchases of tools or services and to specific portions or features of the Site, including special applications, applications or features undergoing beta testing, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature, and that you have the legal authority to undertake the activities supported by your use of this site. If there is a conflict between

these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

Wildlife Center of Virginia's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

Wildlife Center of Virginia may make changes to any features or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials, information, instructions or descriptions on the Site with respect to features, products, and services may be out of date, and Wildlife Center of Virginia makes no commitment to update the materials on the Site with respect to such features, products, and services.

The following terms also govern and apply to your use of the Site, and they are incorporated herein by this reference:

- **Trademarks, Brands, Logos, and Design** – WILD_ONE, Project Tripwire, Wildlife Center of VA, WCV, as well as any and all logos, graphics, color schemes and related material, phrases or references, or any and all variations thereof, are considered to be proprietary trademarks of the Wildlife Center of Virginia. They may not be used, displayed, published or duplicated in any way without the express, advanced written permission of the Wildlife Center of Virginia
- **Copyright** – All information, verbiage, layout, appearance, data organization and arrangement, or related aspects of the Site, as well as the contents of all supporting documentation, including promotional, instructional or reference materials is the property of the Wildlife Center of Virginia and is fully protected under copyright laws and protection of the United States of America, or other countries in which the Site appears or is in use.
- **Unauthorized reproduction or distribution of material** – Except for those features of the Site which are expressly and purposefully intended for download and printing, any reproduction of the material contained on this Site is prohibited. Among the exceptions to this prohibition are the downloading and/or printing of the imbedded reports, search and advanced search results, or other configurations, lists and sorts of the data owned by, or legitimately accessed by a Site user. This specifically includes the imbedded report forms designed to be submitted to state and federal permitting agencies, either in printed form or digitally.
- **Copyright Infringement** – In cases of actual or suspected copyright infringement, the Wildlife Center is under no obligation to communicate with, or issue desist demands to anyone found to be using proprietary material from the Site, belonging to legitimate users of the Site, or belonging to the Wildlife Center of Virginia, prior to initiating legal action against the violator. Should such demands to cease and desist from infringement be issued, compliance with these orders will not absolve parties found to have inappropriately used any materials or information protected by copyright from criminal or civil consequences or liability.
- **Unauthorized access** – Attempts to access, for any purpose, any data or other information stored on this Site, including software, code or features of Site engineering, other than that to which an individual or organization is entitled, by virtue of ownership, express permission, law or regulation, warrant, or court order, will be considered a criminal and malicious act and may result

in criminal or civil prosecution by the Wildlife Center or those whose intellectual property interests were targeted

- **Unsolicited ideas or suggestions** – Anyone offering an unsolicited idea, concept, suggestion or recommendation for the revision, improvement, alteration or other modification to the Site, or any function or feature thereof, will not be entitled to compensation, acknowledgement or other consideration should their input be used, in whole or in part. If any unsolicited input, idea or concept is incorporated into the Site, that aspect of the Site will become a part of the Site and the property of the Wildlife Center of Virginia, with all the rights, privileges and authorities associated therewith.
- **Customized or commissioned features, reports or analyses** – In the event that any user or potential user of the Site, anyone authorized to access or use any data or features of the Site, or other party requesting a customized feature, function, report or analysis of data contained on the Site, should commission, request, or require the production of any such adaptation, report, feature, or other customized or individualized function of, change to, or product from the Site, even if a fee or other consideration is given for fulfillment of this request, it is expressly acknowledged that the customized feature, report, analysis, or other product or modification will become an aspect of the Site, the use of which will be governed by this agreement unless specifically addressed in other written documentation, and will be the property of the Wildlife Center of Virginia. All use of such features, functions, reports and analysis will be restricted to those purposes specifically authorized in the documentation or contracts under which the features, function or products were produced, and all rights and privileges thereto will be retained by the Wildlife Center, unless specifically stated elsewhere, in writing.
- **Licensing** – The use of Site is granted to the authorized user as a limited, non-exclusive, non-transferable, revocable license. This license can be revoked at any time by the owners of the Site, without cause or notice. Any damage or loss resulting from the revocation of license, other than revocation for cause, or revocation due to the failure of the user to comply with these Terms of Use, regardless of the reasons for said revocation, will be limited to the cost of delivery to the licensee of a single complete copy of any data stored on the Site, in such form or format chosen by the owner of the Site. Users of the site, or the data contained on the Site, will not be entitled to any further monetary or pecuniary damages as a result of the loss of access to, or use of the Site.
- **Faults, flaws, failures, or disruptions of Site availability** – Neither the Wildlife Center of Virginia, nor its associates, employees, subsidiaries, successors, or assignees will be responsible for damages, including for the loss of data, or other liability that may result from any faults, flaws, failures of the Site, or for disruption of services or availability of the Site, regardless of the reason or consequences. Users acknowledge and accept that it is their responsibility to regularly copy, duplicate, download, or otherwise back-up their data, in order to prevent losses due to Site failure, and that they have no remedy should there be any loss of Site function or availability.
- **Legal Contacts and Authorized Personnel** – No changes to this agreement, or extensions, modifications, revisions or exceptions to any provision thereof, will be valid unless and until they are expressed and memorialized, in writing, and signed by the President, Executive Vice President, or other individual, expressly designated and authorized to represent the Wildlife Center of Virginia on matters related to the ownership, operation and access to the Site. All official correspondence and communication with the Wildlife Center of Virginia, and its duly authorized representatives, should be directed to its offices located at PO Box 1557, Waynesboro, Virginia, 22980; telephone – 540/942-9453; fax 540/943-9453 or email wildlife@wildlifecenter.org. The physical location of these offices is 1800 South Delphine Avenue, Waynesboro, Virginia 22980.

The provisions, policies, terms and details of this agreement may be changed from time to time, and are effective immediately upon posting such changes on the Site. It is responsibility of the user to regularly review this agreement. Continued use of the site constitutes express agreement with the terms and provisions of the agreement.

Accounts, Passwords and Security

Certain features or services offered on or through the Site may require you to open an account (including setting up a WILD-ONE ID and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failure to keep this information secure and confidential. You agree to notify Wildlife Center of Virginia immediately of any unauthorized use of, or access to, your account or password, or any other breach of security or account integrity. You may be held liable for losses incurred by the Wildlife Center of Virginia or any other user of, or visitor to, the Site due to someone else using your WILD-ONE ID, password or account as a result of your failure to keep your account information secure and confidential.

You may not use anyone else's WILD-ONE ID, password or account at any time without the express permission and consent of the holder of that WILD-ONE ID, password or account. The Wildlife Center of Virginia cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

Privacy

Wildlife Center of Virginia's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. To view Wildlife Center of Virginia's Privacy Policy, [click here](#) (this link needs to go to our Privacy policy which should be posted on our website.) Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

Links to Other Sites and to the Wildlife Center of Virginia Site

This Site may contain links to other independent third-party Web sites ("Linked Sites"). These Linked Sites are provided solely as a convenience to our users. Such Linked Sites are not under Wildlife Center of Virginia's control, and Wildlife Center of Virginia is not responsible for and does not endorse the content of such Linked Sites, including any information or materials contained on such Linked Sites. You will need to make your own independent judgment regarding your interaction with these Linked Sites.

Disclaimers

WILDLIFE CENTER OF VIRGINIA DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDE SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE. WILDLIFE CENTER OF VIRGINIA CANNOT ENSURE THAT FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE, OR FROM LINKED SITES, WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. WILDLIFE CENTER OF VIRGINIA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WILDLIFE CENTER OF VIRGINIA DISCLAIMS

ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SITE AND/OR ANY WILDLIFE CENTER OF VIRGINIA SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SITE AND ANY LINKED SITES. YOUR SOLE REMEDY AGAINST WILDLIFE CENTER OF VIRGINIA FOR DISSATISFACTION WITH THE SITE OR ANY CONTENT IS TO STOP USING THE SITE OR ANY SUCH CONTENT. THIS LIMITATION OF RELIEF IS A PART OF THE BARGAIN BETWEEN THE PARTIES

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Wildlife Center of Virginia reserves the right to do any of the following, at any time, without notice: (1) to modify, suspend or terminate operation of or access to the Site, or any portion of the Site, for any reason; (2) to modify or change the Site, or any portion of the Site, and any applicable policies or terms; and (3) to interrupt the operation of the Site, or any portion of the Site, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

Limitation of Liability

Except where prohibited by law, in no event will Wildlife Center of Virginia be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if Wildlife Center of Virginia has been advised of the possibility of such damages.

If, notwithstanding the other provisions of these Terms of Use, Wildlife Center of Virginia is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Content, Wildlife Center of Virginia's liability shall in no event exceed the greater of (1) the total of any subscription or similar fees with respect to any service or feature of or on the Site paid in the six months prior to the date of the initial claim made against Wildlife Center of Virginia, or (2) US\$100.00. Some jurisdictions do not allow limitations of liability, so the foregoing limitation may not apply to you.

Indemnity

You agree to indemnify and hold Wildlife Center of Virginia, its officers, directors, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Wildlife Center of Virginia by any third party due to or arising out of or in connection with your use of the Site.

Violation of These Terms of Use

Wildlife Center of Virginia may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Wildlife Center of Virginia's rights or property, or the rights or property of visitors to or users of the Site, including Wildlife Center of Virginia's customers, associates, employees, or other organizations or agencies with which the Wildlife Center of Virginia has any relationship. Wildlife Center of Virginia reserves the right at all times to disclose any information that Wildlife Center of Virginia deems necessary to comply with any applicable law, regulation, legal process or legitimate governmental request. Wildlife Center of Virginia also may disclose your

information when Wildlife Center of Virginia determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Wildlife Center of Virginia may preserve any transmittal or communication by you with Wildlife Center of Virginia through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Wildlife Center of Virginia determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Wildlife Center of Virginia, its employees, users of or visitors to the Site, and the public.

You agree that Wildlife Center of Virginia may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Wildlife Center of Virginia, for which monetary damages would be inadequate, and you consent to Wildlife Center of Virginia obtaining any injunctive or equitable relief that Wildlife Center of Virginia deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Wildlife Center of Virginia may have at law or in equity.

You agree that Wildlife Center of Virginia may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, (4) unexpected technical issues or problems, or (5) your failure to remain qualified to use the site and/or comply with the aforementioned Terms of Use or the provisions of this agreement.

If Wildlife Center of Virginia does take any legal action against you as a result of your violation of these Terms of Use, Wildlife Center of Virginia will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Wildlife Center of Virginia. You agree that Wildlife Center of Virginia will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law; Dispute Resolution

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the Commonwealth of Virginia, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in the respective district which include Waynesboro, Virginia and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does not apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may make a claim in the courts of the country where you reside. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the

prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Wildlife Center of Virginia and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

Void Where Prohibited

Wildlife Center of Virginia administers and operates the www.wild-one.org site from its location in Waynesboro, Virginia, USA; other Wildlife Center of Virginia sites may be administered and operated from various locations inside and outside the United States. Although the Site is accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Site are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. Wildlife Center of Virginia reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product or service to any person or geographic area. Any offer for any feature, product or service made on the Site is void where prohibited. If you choose to access the Site from outside the United States, you do so, on your own initiative and you are solely responsible for complying with applicable local laws.

Miscellaneous

You may not use or export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Site, in violation of any applicable laws or regulations, including without limitation United States export laws and regulations.

If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Wildlife Center of Virginia with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Wildlife Center of Virginia with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with Wildlife Center of Virginia, Wildlife Center of Virginia will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Wildlife Center of Virginia's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Wildlife Center of Virginia of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Wildlife Center of Virginia and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

Wildlife Center of Virginia provides access to Wildlife Center of Virginia data internationally, and therefore, may contain references or cross references to Wildlife Center of Virginia features, products, programs and services that are not announced or available in your country. Such reference does not imply that Wildlife Center of Virginia in your country intends to announce or provide such features, products, programs or services.

Feedback and Information

Any feedback you provide at this site shall be deemed to be non-confidential. Wildlife Center of Virginia shall be free to use such information on an unrestricted basis, including unsolicited suggestions or recommendations, as previously described herein.

Terms of Use –

In return for access to and use of the WILD-ONE site, user agrees to the following terms and conditions as they relate to the data entered into the WILD-ONE system and the use thereof.

1. User will comply with all procedures, protocols and methodologies defined by the Wildlife Center of Virginia, or relevant government authorities, related to the WILD-ONE site, including but not limited to:
 - a. Compliance with all federal, state and local laws, regulations and ordinances governing the activities of the user which are documented, recorded or undertaken in whole or in part with the use of this site, including, but not limited to, the maintenance of all necessary permits, licenses or legal authorizations to receive, capture, rescue, recover, or otherwise take, possess, transport, provide care to, or release any species of wildlife, the information about which is recorded on this site
 - b. Adherence to identification, examination, and documentation protocols defined by the Wildlife Center of Virginia, either on this site, through supporting documentation or instruction, or as otherwise set forth, in order to assure that the information entered into the WILD-ONE site is as accurate, complete and timely as is reasonably possible.
 - c. Assurance that all information provided about the qualifications, credentials and authorities of registered users is accurate and complete, and that the security of the system is protected from unauthorized access.
2. User agrees that, in return for access to and use of the WILD-ONE site, the Wildlife Center of Virginia is granted unrestricted permission for non-exclusive access to, and use of, the data contained in specified data fields, and that this permission includes the right of the Wildlife Center to convey the data or access to it, to any third parties deemed appropriate by the Wildlife Center of Virginia. User further agrees that the data contained in these fields may be used separately, or in aggregation with data from other users, for scientific, academic, public health and safety, resource management or other public interest purposes, as determined by the Wildlife Center of Virginia. In granting this permission, the user is not relinquishing ownership of, or intellectual property rights to, any data entered into the system, including the data in the designated fields to which the Wildlife Center of Virginia and its designees have been granted access or permission for use. All legal protections on the access to or use of data entered into the WILD-ONE site will apply, with the aforementioned exceptions. The data contained in the following fields are those to which the aforementioned permission applies.
 - i. Date of admission
 - ii. Circumstances of Rescue (including all relevant details)
 - iii. Location of Rescue (including State/province, locality, and GIS coordinates)
 - iv. Patient Identification number
 - v. Species
 - vi. Gender
 - vii. Life stage

- viii. Band or tag number
- ix. Type of injury
- x. Location of injury on body
- xi. Disposition
- xii. Disposition Date
- xiii. Location of release or placement (if applicable)

(Note: the data in these fields is typically required to be reported on either state or federal permits and, as such, becomes public information at the time it is reported to the permitting agency. Since data in these fields only relates to the circumstances and details of incidents involving wildlife, a public trust resource, and does not include personal information about rescuers transporters, or site users, privacy issues or proprietary intellectual property rights are not deemed to be significant)

3. Users expressly agree that all information entered into the system will be as accurate and complete as possible, and no assumptions, guesses, speculations or other unconfirmed assertions will be entered into the system as fact. The criteria for determination of what is known as opposed to merely suspected, will be determined and defined by the Wildlife Center of Virginia and set forth on the site, in supporting documentation or training programs, or through other appropriate means of dissemination. User expressly agrees that the entry of deliberately falsified or fabricated data into any of the data fields identified those to which the Wildlife Center of Virginia or its designees are granted access, could be considered fraudulent and may result in the loss of access to the site, or other punitive or corrective measures as may be determined by the Wildlife Center of Virginia or relevant governmental authorities. User also understands and expressly accepts that if a detrimental reliance is made upon data that is subsequently found to have been falsified or fabricated, by the Wildlife Center of Virginia, or any party legitimately granted access to, or use of, such data, the user may be responsible for any damages or costs which result from this detrimental reliance, as well as the legal expenses incurred to recover these damages.
4. User expressly agrees and understands that the Site is the privately owned property of the Wildlife Center of Virginia, and as such is not subject to the terms of the Freedom of Information Act, or other provisions of law governing access to data, including that collected in the course of activities regulated by various state or federal agencies. Therefore, no one, other than the User, those parties authorized by the user, or parties identified herein, is entitled to access to the User's data, unless such access on the Site is specifically authorized by regulation, law, warrant, court order or provision of this agreement. If a government agency, or other party is granted permission or authority to access or use any data maintained on the site, whether by permission of the user or group of users, or by provision of law or regulation, such access and use is still subject to the approval of, and conditions imposed by, the Wildlife Center of Virginia. Any use of data, other than by the user, may be subject to limitations or conditions if the publication of data is based on the analytical or report functions of the Site. These limitations may include requirements for review of content predicated on Site functions, prior to submission, as well as acknowledgement or co-authorship of publications which rely in whole or in part on the capabilities, functions or features of the Site. While users may grant access to their information by parties directly associated with their organization, permission granted to others, including both governmental and nongovernmental personnel is subject to the approval of the Site administrators

and/or the Wildlife Center of Virginia. The Wildlife Center reserves the right to create separate agreements for third party users, which may include fees for access to the site or its functions.