



## Holstein Association USA, Inc. Terms & Conditions Policy

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Holstein Association USA's website contains information and products to fulfill our mission of providing leadership, information and services to help members and dairy producers worldwide be successful. Our website is also an e-commerce site that sells products for dairy farmers and those in the dairy industry.

### **Privacy**

Your use of the Site is subject to the Holstein Association USA, Inc.'s Member & Customer Privacy Notice. Please review our Privacy Notice, which also governs the Site and informs users of our data collection practices. ([Link to Privacy Notice here.](#))

### **Electronic Communications**

Visiting the Site or sending emails to Holstein Association USA, Inc. constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Your Account**

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You acknowledge that Holstein Association USA, Inc. is not responsible for third party access to your account that results from theft or misappropriation of your account. Holstein Association USA, Inc. and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion. Holstein Association USA, Inc. must be notified immediately of any unauthorized use of your Holstein Association USA, Inc. username and password.

### **Children Under Thirteen**

Users under 13, may use the Site only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

Members and customers of Holstein Association USA, Inc. purchasing products on the Site may request a refund within 30 days from invoice date. Requests will be reviewed within seven business days. Members and customers will be notified if their request is approved, and a Return Merchandise Authorization number (RMA) will be assigned. Holstein Association USA, Inc. reserves the right to refuse or cancel certain orders at our sole discretion. Members and customers will be instructed if the product must be returned before a credit will be issued. Some items cannot be refunded or returned (such as, but not limited to, ear tags, registrations, transfers, etc.) Any request for a refund after 30 days will not qualify for approval. Please contact us at [Info@Holstein.com](mailto:Info@Holstein.com) or at (800) 952-5200 with any questions.

### **Pricing Policy**

Pricing for products that are ordered online will be shown on the website and also when the order is placed. Holstein Association USA, Inc. reserves the right to change product prices at any time. All pricing is final upon checkout.

### **Links to Third Party Sites/Third Party Services**

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Holstein Association USA, Inc. and Holstein Association USA, Inc. is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Holstein Association USA, Inc. is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Holstein Association USA, Inc. of the site or any association with its operators.

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### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use the Site strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Holstein Association USA, Inc. that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Holstein Association USA, Inc. or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Holstein Association USA, Inc. content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use and will make no other use of the content without the express written permission of Holstein Association USA, Inc. and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Holstein Association USA, Inc. or our licensors except as expressly authorized by these Terms.

## Copyright Policy

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- Registered Holsteins<sup>®</sup>
- Total Performance Index, TPI<sup>®</sup>, GTPI<sup>®</sup>, CTPI<sup>SM</sup>
- Holstein COMPLETE<sup>®</sup>
- Official Holstein Pedigree<sup>TM</sup>
- Red Book<sup>TM</sup>
- Red Book Plus/MultiMate<sup>TM</sup>
- Sire Evaluation for Type (SET)<sup>SM</sup>
- U.S. Registered Holsteins for Maximum Profit<sup>SM</sup>
- Dam of Merit<sup>SM</sup>
- Gold Medal Dam<sup>SM</sup>, Gold Medal Sire<sup>SM</sup>
- Locator List<sup>TM</sup>
- Progressive Breeders Registry<sup>SM</sup>, Progressive Genetics Herd<sup>SM</sup>
- Star of the Breed<sup>SM</sup>
- DairyVision Trend Analysis Program<sup>TM</sup>
- Dairy Rhythms<sup>TM</sup>
- EASY ID<sup>TM</sup>
- TriStar<sup>SM</sup>
- Sire Summaries<sup>TM</sup>
- Elite Performer<sup>TM</sup>
- TriStar<sup>SM</sup>AMR
- Enlight<sup>®</sup> [a trademark of Holstein Association USA, Inc. and Zoetis LLC]

## Recognition of Trademarks, Tradenames, and Service marks

If using a Holstein Association USA trademark, tradename, or service mark, it must be noted in the first usage of the mark, along with a footnote in the document giving appropriate recognition.

For Example: BADGER-BLUFF FANNY FREDDIE is the new top TPI<sup>®</sup> bull in the Holstein breed.

\*TPI is a service mark of Holstein Association USA, Inc.

## Holstein Association USA, Inc. Logo Usage

Holstein Association USA may grant usage of its official logo on a limited basis for specific uses. Permission must be obtained in writing from Holstein Association USA before the logo is used in any materials. For each request to reproduce the Holstein Association USA logo for non-private use, a request must be submitted via email to the Holstein Association USA Communications Coordinator at [amohn@holstein.com](mailto:amohn@holstein.com) or 800.952.5200.

## **Reproduction of Holstein Association USA, Inc. Materials**

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Holstein Association USA does not permit reproduction of Holstein Association USA Materials for online use by others; instead, Holstein Association USA requires that individuals or organizations provide a link to the Holstein Association USA Web site.

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For each request to reproduce Holstein Association USA Materials for non-private use, a request must be submitted via email to the Holstein Association USA's Communications Coordinator at [amohn@holstein.com](mailto:amohn@holstein.com) or 800.952.5200.

You may not, without prior written permission of Holstein Association USA, Inc., use any computer code, mining software, or other automatic device or program, having similar processes or functionality, or any manual process, to monitor or copy in bulk the data or content found on this site or accessed through this site.

## **International Users**

The Site is controlled, operated and administered by Holstein Association USA, Inc. from our offices within the USA. If you access the website from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Holstein Association USA Inc.'s Content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

## **By-Laws and Rules**

By use of this website, you agree to adhere to and abide by the By-Laws of the Holstein Association USA, Inc., now existing or as hereafter amended, and also all Rules and Policies promulgated by its Board of Directors, now existing or hereafter adopted. Please review the current Bylaws of Holstein Association USA, Inc. ([Link to By-Laws here](#))

## **Indemnification**

You agree to indemnify, defend and hold harmless Holstein Association USA, Inc., its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Holstein Association USA, Inc. reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Holstein Association USA, Inc. in asserting any available defenses.

**Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Holstein Association USA, Inc. agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer**

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**Termination/Access Restriction**

Holstein Association USA, Inc. reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Vermont and you hereby consent to the exclusive jurisdiction and venue of courts in Vermont in

all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Holstein Association USA, Inc. as a result of this agreement or use of the Site. The Holstein Association USA Inc.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Holstein Association USA, Inc.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Holstein Association USA, Inc. with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Holstein Association USA, Inc. with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Holstein Association USA, Inc. with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Holstein Association USA, Inc. reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. Holstein Association USA, Inc. encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Holstein Association USA, Inc. welcomes your questions or comments regarding the Terms and Conditions Policy:

Treasurer  
Holstein Association USA, Inc.  
One Holstein Place  
P.O. Box 808  
Brattleboro, Vermont 05302-0808

Email Address:  
[Info@holstein.com](mailto:Info@holstein.com)

Telephone number:  
(800) 952-5200

Effective as of December 1, 2018