

Terms and Conditions

Agreement between User and serpentcenter.com

Welcome to serpentcenter.com. The serpentcenter.com website (the "Site") is comprised of various web pages operated by Venom Central LLC ("The Serpent Center").

serpentcenter.com is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of serpentcenter.com constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

serpentcenter.com is an E-Commerce Site.

The Serpent Center website includes information to the public about us, what we do - a little synopsis of who we are and the services offered by Venom Central LLC and The Serpent Center, including but not limited to educational classes, professional training courses, private tours and general admission to the exhibit area to view the exotic snakes in their state-of-the-art safe enclosures all designed to mimic each snakes natural habitat, in a family-friendly and educational, walk-thru museum-style atmosphere. We are offer the public details regarding the services and admission and costs, including days and hours of operation open to the pubic, contact information by telephone, email and a Google map and interactive address, also some class, training and tour details with pricing, as well as general admission cost, and methods of payment. A How-to "contact us" page link with all the details customers would need leave in a voicemail or email in order to schedule a class, training or tour. There are links to several of our social media page links, including a donate now PayPal link for our nonprofit sanctuary we are building. Customers can order our merch from our online provider that gives us access to a "storefront" on Teespring, where customers can order hoodies, stickers, t-shirts or whatever currently available merch is for sale with our logo, and customers order/pay direct to the Teespring company which is the online provider and is responsible for our merch printing and shipping. We also link to a live, updated daily Instagram page that we utilize as our gallery of photos.

Electronic Communications

Visiting serpentcenter.com or sending emails to The Serpent Center 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.

Children Under Thirteen

The Serpent Center does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use serpentcenter.com only with permission of a parent or guardian.

Cancellation/Refund Policy

To schedule a date and time for any services: private tour, professional training course, or educational class, customers must pay by PayPal, Cash APP or Venmo - a 50% deposit of the total cost to ensure that date and time is theirs and guaranteed. (ALL services must be scheduled on days that we are not open to the public for general admission, and must be booked prior, and WILLIAM must talk to the customer to personalize the service prior) Classes and training courses will not receive a refund for cancelled class time, but may reschedule as long as it's within 4 days of the appointed scheduled time. Private tours may cancel within 48 hours prior of the original scheduled time and reschedule a new scheduled date, and the deposit will transfer to the new appointment (but will not receive a deposit refund if they do not reschedule).

Links to Third Party Sites/Third Party Services

serpentcenter.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of The Serpent Center and The Serpent Center 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. The Serpent Center is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Serpent Center of the site or any association with its operators.

Certain services made available via serpentcenter.com are delivered by third party sites and organizations. By using any product, service or functionality originating from the serpentcenter.com domain, you hereby acknowledge and consent that The Serpent Center may share such information and data with any third party with whom The Serpent Center has a contractual relationship to provide the requested product, service or functionality on behalf of serpentcenter.com users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use serpentcenter.com strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to The Serpent Center 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 The Serpent Center 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. The Serpent Center 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 The Serpent Center 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 The Serpent Center or our licensors except as expressly authorized by these Terms.

Third Party Accounts

You will be able to connect your The Serpent Center account to third party accounts. By connecting your The Serpent Center account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

International Users

The Service is controlled, operated and administered by The Serpent Center from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the The Serpent Center Content accessed through serpentcenter.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless The Serpent Center, 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. The Serpent Center 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 The Serpent Center in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be

resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

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 The Serpent Center 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

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. VENOM CENTRAL LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

VENOM CENTRAL LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. VENOM CENTRAL LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL

WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL VENOM CENTRAL LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VENOM CENTRAL LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/Access Restriction

The Serpent Center 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 South Carolina and you hereby consent to the exclusive jurisdiction and venue of courts in South Carolina 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 The Serpent Center as a result of this agreement or use of the Site. The Serpent Center's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of The Serpent Center'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 The Serpent Center 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 The Serpent Center with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and The Serpent Center 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

The Serpent Center reserves the right, in its sole discretion, to change the Terms under which serpentcenter.com is offered. The most current version of the Terms will supersede all previous versions. The Serpent Center encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

The Serpent Center welcomes your questions or comments regarding the Terms:

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Vance, South Carolina 29163

Email Address:
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Telephone number:
(803) 492-1500

Effective as of March 12, 2023