

## PetMo Terms and Conditions

Last Updated: 12-8-2022

These Terms and Conditions (these “**Terms**”) are between you (“**Customer**”) and PetMo, LLC a Delaware entity (“**we**”, “**our**”, “**us**” and “**PETMO**”). By accessing or using PETMO’s website, applications and services (the “**Services**”), Customer agrees to be bound by these Terms. If Customer does not agree with these Terms, Customer cannot access or use PETMO’s Services.

As a condition of use of PETMO’s website at [www.gopetmo.com](http://www.gopetmo.com) (“**Website**”), Customer warrants that:

1. Customer is at least 13 years of age.
2. Customer possesses the legal authority to create a binding legal obligation.
3. Customer will use this Website in accordance with these Terms.
4. Customer will only use this Website to make legitimate reservations for Customer or for another person for whom Customer is legally authorized to act.
5. Customer will inform such other persons about the Terms that apply to the reservations Customer has made on their behalf, including all rules and restrictions applicable thereto.
6. Customer represents and warrants that all information supplied by Customer on this Website is true, accurate, current and complete.
7. Customer will safeguard Customer’s account information and will supervise and be completely responsible for any use of Customer’s account by Customer and anyone other than Customer. We retain the right at our sole discretion to deny access to anyone to PETMO, LLC Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms. Reservations at [gopetmo.com](http://gopetmo.com)

**THE CUSTOMER’S ATTENTION IS PARTICULARLY DRAWN TO CLAUSE 10 (LIMITATION OF LIABILITY).**

### **1. Interpretation:**

1.1 The following definitions and rules of interpretation apply in these Terms:

**Airport Transfer:** the provision of a Service between an agreed arrival airport and an agreed destination as specified by the Customer and/or pet(s).

**As Directed Service:** the provision of a Service with an agreed pick-up point but without a fully defined journey plan or termination point.

**Business Day:** a day other than a Saturday, Sunday or public holiday in the United States, when banks are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 6 (Charges and payment).

**Chauffeur:** means the driver of the Vehicle assigned by PETMO to fulfill the provision of the Services. The terms Driver and Chauffeur have the same meaning and are used interchangeably in these Terms.

**Commencement Date:** has the meaning set forth in clause 2.2.

**Contract:** the contract between the PETMO and the Customer for the supply of Services in accordance with clause 2.2 of these Terms.

**Customer:** has the meaning set forth in the preamble.

**Laws:** any laws, treaties, directives, statutes, codes, rules, regulations, ordinances and other pronouncement having the effect of law enacted by a federal, state or local government in a relevant jurisdiction.

**Order:** the Customer's order for Services as completed on the Website, app, and/or through a phone call to PETMO.

**PETMO:** has the meaning set forth in the preamble.

**Services:** the services supplied by PETMO to the Customer as set out in the Specification.

**Specification:** if applicable, the description or specification of the Services provided in writing by PETMO to the Customer in connection with an Order, which may be a specific ride time, date, relevant addresses and itinerary.

**Terms:** has the meaning set forth in the preamble.

**Vehicle:** Economy sedan, crossover (CUV) and SUV, or luxury sedan, SUV or Metris van, Transit Connect, or Minivan. The vehicle stated in the Order or otherwise substituted in terms of clause 4.1 of these Terms.

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

1.3 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to writing or written includes emails.

## **2. Basis of contract:**

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms.

2.2 The Order shall only be deemed to be accepted when PETMO issues a written acceptance or a written confirmation of the Order at which point and on which date the Contract shall come into existence (“**Commencement Date**”). PETMO may accept or reject any Order in its sole and absolute discretion without incurring any liability.

2.3 Any advertising issued by PETMO, and any descriptions or illustrations contained in PETMO’s brochures or on the PETMO’s website, shall not form part of the Contract or have any legal effect.

2.4 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by PETMO shall not constitute an offer.

## **3. Supply of Services:**

3.1 PETMO shall supply the Services to the Customer in accordance with the Specification (if applicable) in all material respects.

3.2 PETMO reserves the right to amend the Specification (if applicable) if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and PETMO shall notify the Customer in any such event.

3.3 PETMO shall be entitled in its sole discretion to subcontract the provision of the Services.

3.4 While PETMO shall exercise reasonable efforts to procure that the Chauffeur adheres to all timings specified in the Contract, PETMO shall not be in breach of a Contract for a failure to adhere to time estimates.

3.5 The Chauffeur shall, unless otherwise specifically stated in the Order, have complete discretion as to the optimum route for the contracted journey, whether or not it is actually the shortest route.

3.6 PETMO shall exercise reasonable efforts to procure that the Chauffeur adheres to any itinerary specified in the Order; provided, PETMO shall not be held responsible for loss or inconvenience arising from the delays in journey durations attributable to traffic or weather conditions, breakdown or otherwise, and PETMO shall not be in breach of contract for such failure. The Chauffeur shall also not be bound to comply with the Customer requests to violate applicable Law, including, but not limited to, exceed speed limits.

3.7 The Customer acknowledges and agrees that the Chauffeur shall have the absolute discretion to refuse to transport any persons or pets who are under the influence of drugs or alcohol and Customer's pet whose behavior while in that state reasonably poses a threat to the Chauffeur, the Vehicle or any other persons or pets.

3.8 In the event that any persons or pets in the opinion of the Chauffeur are behaving in an unacceptable manner, then the Customer acknowledges that the Chauffeur may terminate the Contract and cease the provision of the Services even if such Services are not completed. Such termination shall not remove the responsibility from the Customer to pay all sums due to the PETMO for the Contract without any refund.

3.9 The Customer hereby consents to PETMO using Limo Anywhere software to permit Customers to access GPS tracking to enable tracking of a pet's ride from beginning to end. PETMO reserves the right to change the software at any time.

3.10 Customer acknowledges that PETMO's Chauffeurs are independent contractors operating either under their legal first and last name or an entity or company as Chauffeurs in connection with these Terms.

#### **4. Vehicles:**

4.1 PETMO reserves the right to change the Vehicle for the performance of the Services subject always to such replacement being of similar or better standard to the Vehicle.

4.2 No one other than the Chauffeur shall drive the Vehicle.

4.3 In the event of any breakdown of the Vehicle, PETMO shall exercise reasonable efforts to provide an alternative vehicle at the earliest opportunity

to recommence the provision of the Services. Customer will not be billed the full fee of the trip in the event the Vehicle is incapacitated (e.g., obtains a flat tire) during a trip; provided, Customer will be responsible for a partial payment for such trip as determined by PETMO.

4.4 If in the Chauffeur's opinion the weight and volume of the same is excessive, Chauffeur and PETMO reserve the right to cancel a Contract.

4.5 The maximum seating of the Vehicle shall be as determined by PETMO, and Customer shall not exceed such Vehicle seating capacity.

4.6 PETMO has a non-smoking and non-vaping policy in all of its Vehicles. Customer and its passengers shall not smoke or vape in the Vehicle at any time.

4.7 Customer shall be solely responsible for ensuring that any leash, seatbelt, pet harness provided in the Vehicle is worn by persons and/or the pet, and Customer shall be solely responsible to put on such leashes, seatbelts and pet harnesses on any persons or pets. PETMO expressly disclaims any and all liability to the Customer, other persons and/or the pets attributable to failure to wear a seatbelt, leash or pet harness. Except in connection with an unaccompanied pet ride, PETMO Chauffeurs are not authorized to put a leash around the head rest, put the pet in a harness, seatbelt, or put the pet into a kennel/carrier unless the pet is being placed inside of the pet kennel/carrier for an inside residence/apartment assistance reservation.

4.8 The Customer shall indemnify, defend and hold harmless PETMO and Chauffeur and their respective officers, directors, employees, contractors and agents for any damage caused by the passengers or pet (including, but not limited to, with their mouth or claws) to the interior or exterior of the Vehicle and for all cleaning of pet hair, pet urine, feces and regurgitate accidents, and valet costs if any person or pet in any unreasonable way causes the cleanliness of the Vehicle to be of an inferior standard than that which prevailed at pick-up time.

## **5. Customer's Obligations:**

5.1 The Customer shall:

(a) ensure that the terms of the Order and any information provided within the Specification (if applicable) are complete and accurate;

(b) cooperate with PETMO in all matters relating to the Services;

(c) provide PETMO with such information and materials as PETMO may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

(d) comply with any additional obligations as set out in the Specification (if applicable);

(e) in the event of any harm arising from the pet during performance of the Services, including but not limited to any bite, scratch, or other injury to a Chauffeur or damage to any Vehicle, the Customer shall be fully responsible and pay to PETMO the costs of any medical services and expenses or repair services immediate and in full, upon receiving a receipt documenting any such costs;

(f) request pet ramp, pet harness, kennel or carrier, and provide notes or instructions prior to trip pertaining to Customer's pet for Chauffeur to be aware of.

5.2 In the event that the Customer requires any changes or variations to the Contract during the performance of the Services, the Customer will be charged for such changes or variations in accordance with the terms specified by the PETMO. Customer changes pick up location in the two (2) hour period of the pick-up time, the new pick-up location will be added as an additional stop, and will convert the trip to hourly with a minimum of two hours. During trips any additional stops will convert trip to hourly with a minimum of two hours.

5.3 If PETMO's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

(a) without limiting or affecting any other right or remedy available to it, PETMO shall have the right to suspend performance of the Services until the Customer remedies the Customer Default;

(b) without limiting or affecting any other right or remedy available to it, PETMO shall rely on the Customer Default to relieve it from the performance of any of its obligations in each case, to the extent the Customer Default prevents or delays PETMO's performance of any of its obligations;

(c) PETMO shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the PETMO's failure or delay to perform any of its obligations as set out in this clause 5.2; and

(d) the Customer shall reimburse PETMO on written demand for any costs or losses sustained or incurred by PETMO arising directly or indirectly from the Customer Default.

## **6. Charges and Payment:**

6.1 The Charges for the Services shall be calculated in accordance with the PETMO's fee rates, as set out in the Order.

6.2 Except where the Vehicle is late in arriving, in the event of the person or pet failing to attend within 10 minutes of the specified pick-up time (where the pick-up is otherwise than an Airport Transfer) or, in the case of an Airport Transfer the person or pet failing to attend within 30 minutes of the specified pick-up time (or in the event of a revised landing time being notified by the person or pet to PETMO within 30 minutes of such advised revised landing time pick-up time), PETMO shall be entitled to charge the Customer waiting time charges in accordance with PETMO's standard charges from time to time in force.

6.3 The Customer shall be responsible for all parking and toll charges incurred in the provision of the Services.

6.4 PETMO reserves the right to increase the Charges at any time in its sole and absolute discretion, and such increases in the Charges shall be immediately effective for future Orders.

6.5 The Customer shall pay immediately at the time of booking for a reservation and PETMO using the preferred payment method designated in that Customer's account. A second card is required on file in case the first card on file is declined. The Customer shall pay each invoice submitted by the PETMO:

(a) All Charges are due immediately by the Customer, will be charged in USD, and are non-refundable.

(b) Customer shall pay all amounts in full through credit card and debit card. Credit card numbers and associated billing information (credit cards are processed and stored via third party Level 4 PCI-compliant processor). The payment of Charges will be through a third-party payment processor (e.g., Stripe and/or PayPal), and PETMO may modify the third-party payment process in its sole and absolute discretion without any notice to Customer. Customer may also pay tips to Chauffeurs in cash; however, Customer may not otherwise pay for the Services in cash.

6.6 All amounts payable by the Customer under the Contract are inclusive of amounts in respect of value added tax chargeable from time to time.

6.7 If the Customer fails to make a payment due to the PETMO under the Contract by the due date, then, without limiting the PETMO's remedies under clause 12, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.7 will accrue each day at the lesser of \$13 per day or the highest interest rate permissible under applicable Law.

6.8 Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding.

In the event of an illness or a medical emergency of a pet in a Vehicle, Petmo will exercise reasonable efforts to contact (and/or travel to) a veterinarian or emergency pet hospital. If Petmo cannot contact Customer in connection with such event, Petmo will use Customer card on file, and/or Customer will pay Petmo and/or the applicable third party for any services required by Customer's pet.

## **7. Cancellation:**

7.1 If prior to delivery of the Services, the Customer gives notice in writing to PETMO that it wishes to cancel an Order, either in whole or in part, then Customer shall pay PETMO a cancellation charge equal to 25% of the Charges as specified in the Order.

7.2 Notwithstanding clause 7.1, if an Airport Transfer is cancelled 2 hours or more before the Services are due to begin, there will be no Charge. If an Airport Transfer is cancelled less than 2 hours before the Services are due to begin, then Customer shall pay PETMO a cancellation charge equal to 100% of the Charges due.

7.3 Notwithstanding clause 7.1, if an As Directed Service is canceled 12 hours or more before the Services are due to begin, there will be no charge. If an As Directed Service is canceled between 12 hours and 4 hours before the Services are due to begin, then Customer shall pay PETMO a cancellation charge equal to 4 hours of the Services. If an As Directed Service is canceled less than 4 hours before the Services are due to begin, then Customer shall pay PETMO a cancellation charge equal to 100% of the Charges, up to a maximum of 8 hours. For any reservations that require out of State travel or are over (2) hours of duration, notification of change or cancellation must be received 48 hours prior to your reservation date and time to not incur a change or cancellation fee. ca

## **8. Intellectual Property Rights**

8.1 PETMO and its successors or assigns (or its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Service (including, but not limited to, all related software and source code) and any enhancements, modifications and/or derivative works thereto. Customer hereby grants us all right, title and interest in and to any suggestions, concepts, code, inventions, processes, content, works of authorship, ideas, enhancement requests, derivative works, feedback, recommendations or information provided by Customer or any other party relating to the Service. Our name, logo, and the product names associated with the Service are trademarks of us or our affiliated companies, and no right or license is granted to use them. We reserve all rights not expressly granted in and to the Service. Other than expressly permitted herein, Customer agrees to not engage in the use, copying, or distribution of any of the Service.

8.2 The Customer grants PETMO a fully paid-up, non-exclusive, royalty-free, worldwide license to use, copy, display, perform, distribute and modify any materials provided by the Customer to PETMO for the term of the Contract for the purpose of providing the Services to the Customer.

8.3 If Customer is a copyright owner or an agent of a copyright owner and believe content on our Service infringes Customer's copyrights, please contact us at [info@gopetmo.com](mailto:info@gopetmo.com) pursuant to the Digital Millennium Copyright Act, including by providing all relevant information.

## **9. Indemnification:**

9.1 The Customer shall indemnify, defend and hold harmless PETMO and Chauffeur and their respective officers, directors, employees, contractors and agents from any of all claims, demands, losses, liabilities, and expenses (including attorney fees), arising out of or in connection with (a) Customer's use of the services (b) Customer's breach or violation of any of the terms, and PETMO's use of Customer's user content; (c) Customer's violation of Law; or (d) Customer's violation of the rights of any third party, including third party providers.

## **10. Limitation of Liability.**

PETMO shall not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or lost profits, lost revenue, business losses, loss of goodwill, share price reduction, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from any use of the

services and/or in connection with any Contract, even if PETMO has been advised of the possibility of such damages. PETMO shall not be liable for any damages, liability or losses arising out of (a) Customer's use of or reliance on the services or Customer's inability to access or use the services, or (b) any transaction or relationship between Customer and any third party provider, even if PETMO has been advised of the possibility of such damages. PETMO shall not be liable for delay or failure in performance for any reason, including resulting from causes beyond PETMO's reasonable control. In no event shall PETMO's total liability to Customer in connection with the services for all damages, losses and causes of action exceed the cost of the services provided.

PETMO's services may be used by Customer and for Customer's pet to request and schedule transportation or logistics services with third party providers, but Customer agrees that PETMO has no responsibility or liability to Customer related to any transportation services provided to Customer, including by any Chauffeurs.

#### **11. Agreement to Arbitrate:**

Customer agrees that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, a "**Dispute**") will be settled by binding arbitration between Customer and PETMO, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. Customer and PETMO agree that any claim, action or proceeding arising out of or related to a Dispute must be brought in Customer's individual capacity, and not as a plaintiff or class member in any purported class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative, collective, or class proceeding. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER AND PETMO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

The arbitration will be administered by the American Arbitration Association (AAA) in accordance with the Commercial Arbitration Rules and the Supplementary Procedure for Consumer Related Disputes (the AAA Rules) then

in effect. Unless Customer and PETMO otherwise agree, the arbitration will be conducted in New Haven County, Connecticut.

## **12. Termination:**

PETMO may suspend or terminate Customer's use of or access to the Services at any time in its sole and absolute discretion. PETMO reserves the right to suspend or terminate anyone for any reason. A suspension or termination may result in the permanent deletion of Customer's information or other previously available content. In the event of a termination of these Terms, any of PETMO's rights hereunder will survive such termination, and the following clauses shall expressly survive such termination: clauses 6 through 23.

## **13. Consequences of Termination**

13.1 Upon termination of the Contract the Customer shall immediately pay to the PETMO all of the PETMO's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, PETMO shall submit an invoice, and Customer shall pay each such invoice immediately on receipt.

13.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **14. Confidentiality**

Customer shall not disclose to any person any confidential information concerning the business, affairs, customers, clients of PETMO. Customer shall not disclose PETMO's confidential information for any purpose other than to receive the Services under these Terms.

## **15. No Disparagement**

Customer agrees to not post on Customer's social media profiles, blogs, websites, etc. any negative comments regarding PETMO without contacting PETMO first to rectify any questions or issues Customer may have.

## **16. Entire Agreement**

These Terms set forth the entire agreement between Customer and PETMO regarding the subject matter hereto, and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written. Customer agrees that no joint venture, partnership, agency or employment relationship is created between us or between us and any Chauffeur in connection with these Terms.

## **17. Disputes**

Customer has 5 days to file a dispute for a price of trip total. After 5 days Customer cannot dispute, and Customer irrevocably accepts the total Charge for such trip.

## **18. Restrictions**

The Services are intended for use by individuals who are 13 years of age or older. If Customer is under 13 years of age, it may not use this Services. If Customer learns that a person under 13 has used the Services, please contact us. If we become aware that a person under 13 has used the Services, we will close the applicable account.

Customer shall not: (a) use the Service in a manner that is inconsistent with these Terms; (b) modify, edit, copy, reproduce, frame, create derivative works of, reverse engineer, alter, enhance, scrape or in any way exploit the Services in any manner; (c) use the Services as a service bureau; (d) rent, lease, loan, sell, license, publish, republish, display, post, transmit, resell for profit, or distribute the Services or any part of the Services in any form by any means (in whole or in part); (e) remove or alter any proprietary notice or legend regarding our proprietary rights in the Services; (f) use or access the Services in violation of export laws and regulations of the United States of America; (g) transmit any worms or viruses or any code of a destructive nature on or through the Services or introduce software or automated agents to the Services, generate automated messages, or strip or mine data from the Services; (h) use the Services or any information obtained from the Services in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent; (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers; (j) attempt to probe, scan or test the vulnerability of any our system or network or breach any security or authentication measures; (k) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by us or any of our providers or any other third party (including another user) to protect the Services or content; (l) attempt to access, copy, monitor or search

the Services or content or download content from the Services through the use of any engine, software, tool, program, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by us or other generally available third-party web browsers; (m) use any meta tags or other hidden text or metadata utilizing a trademark, logo URL or product name of ours without our express written consent; (n) use the Services or content, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms; (o) forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services or content to send altered, deceptive or false source-identifying information; (p) attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services or content; (q) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services; (r) collect or store any personally identifiable information from the Services from other users of the Services without their express permission; (s) use the Services in any way that: (i) violates any applicable law or regulation; (ii) accesses or copies any data or information of other users; (iii) interferes with or disrupts the integrity or performance of the Services or the information contained therein; (iv) abuses, intimidates, harasses, threatens or interferes with another user's use of the Services; (v) interferes with, disrupts or creates an undue burden on the Services or the networks or services connected to the Services or (vi) is otherwise not permitted by these Terms; or (t) encourage or enable any other individual to do any of the foregoing (a) through (s).

Customer agrees that it will not attempt to interrupt the operation of our Services in any way. Customer will not impersonate any person or entity, or misrepresent Customer's affiliation with a person or entity, or misrepresent the origin of any information that Customer provides to us. Customer agrees to comply with all applicable laws and regulations in Customer's use of the Services. Possible evidence of use of this Services for illegal purposes may be provided to law enforcement authorities.

#### **19. Disclaimer of Warranties**

USE OF THE SERVICES IS AT CUSTOMER'S SOLE RISK. CUSTOMER ASSUMES FULL RESPONSIBILITY FOR ALL RISK ASSOCIATED THEREWITH. ALL INFORMATION, PRODUCTS, OR SERVICES CONTAINED ON OR PROVIDED THROUGH THE SERVICES, IF ANY, ARE PROVIDED "AS IS" AND "AS

AVAILABLE,” WITHOUT ANY WARRANTIES OR CONDITIONS. PETMO RESERVES THE RIGHT, IN ITS SOLE DISCRETION AND WITHOUT ANY OBLIGATION, TO CORRECT ANY ERROR OR OMISSIONS IN ANY PORTION OF OUR SERVICES, WITH OR WITHOUT NOTICE TO CUSTOMER.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PETMO DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. THESE INCLUDE, BUT ARE NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CUSTOMER UNDERSTANDS THAT PETMO CANNOT AND DOES NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE SERVICES WILL BE FREE OF VIRUSES, MALWARE, OR OTHER DESTRUCTIVE CODE. PETMO WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT CUSTOMER’S SMART PHONE, COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO CUSTOMER’S USE OF THE SERVICES.

WITHOUT LIMITING THE FOREGOING, PETMO MAKES NO WARRANTY AS TO THE SECURITY, RELIABILITY, AVAILABILITY, ACCURACY, QUALITY, TIMELINESS, USEFULNESS, ADEQUACY, COMPLETENESS, OR SUITABILITY OF THE SERVICES. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## **20. Assignment**

PETMO may assign these Terms at any time, including, without limitation, to any parent, subsidiary, or any affiliated entity, or as part of the sale to, merger with, or other transfer of our association to another entity. Customer may not assign, transfer or sublicense these Terms to anyone else and any attempt to do so in violation of this clause shall be null and void.

## **21. Governing Law**

These Terms shall be governed by the laws of the State of Connecticut applicable to contracts made and performed there, without regard to its conflict of laws principles. Subject to clause 11 (Agreement to Arbitrate), Customer agrees that the state and federal courts located in New Haven County, Connecticut shall otherwise be the sole and exclusive venue for any legal action or proceeding between Customer and us for any purpose concerning these Terms. Customer waives any jurisdictional, venue, or inconvenient forum objections to such courts. Any cause of action or claim Customer may have with

respect to these Terms must be commenced within one (1) year after it arises, except to the extent such limitation is not enforceable.

## **22. Severability**

If any provision of these Terms are held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect the effectiveness or validity of any provision in any other jurisdiction, and these Terms will be reformed, construed and enforced in such jurisdiction as if such provision had never been contained herein. Any headings or titles herein are for convenience only.

## **23. Changes**

PETMO may, without advance notice, supplement or change these Terms at any time. Any changes made to these Terms will be effective as soon as PETMO posts them on the Services. By accessing the Services, Customer agrees to be bound by these Terms as posted on the Services at the time of Customer's access or use. It is Customer's sole responsibility to review these Terms each time Customer accesses or uses the Services so that Customer is aware of any changes to these Terms. If any change to these Terms is not acceptable to Customer, Customer's sole remedy is to cease using the Services.

## **24. Privacy Policy**

These Terms include the Privacy Policy available at These Terms include the Privacy Policy available at <https://gopetmo.com/privacy-policy/>, which describes our privacy practices, including how we collect, use and disclose Customer's personally identifiable information ("**Personal Information**"). Customer's name and email address, along with other information that can be used to identify Customer, constitute Customer's Personal Information.