

Terms of Use

Last Updated: March 21, 2022

Please read these terms and conditions (“**Terms**”) carefully before using this website. They are a binding contract between you and Pet Pride of New York, Incorporated (“**we**” or “**our**” or “**us**”) pertaining to access and use of the services offered, and information, content, and other materials accessible on <https://www.petprideny.org/> and related social media pages (the “**Properties**”).

We reserve the right to change these Terms or to impose new conditions on use of the Properties, from time to time, in which case we will post the revised Terms on this website and update the “Last Updated” date to reflect the date of the changes. By continuing to use the Properties after we post any such changes or notify you of any material changes, you accept the Terms, as modified.

We also reserve the right to deny access to the Properties or any features of the Properties to anyone who violates these Terms or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others.

REGISTRATION DATA; ACCOUNT SECURITY

In consideration of your use of the Website, if you provide any information through the Properties such as by completing a Volunteer Application Form, Donation Form, or signing up for a Newsletter or Special Events, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Properties (“**Registration Data**”); (b) maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete; and (c) accept all risks of unauthorized access to the Registration Data and any other information you provide to us.

CONTENT

A. Your Limited Right to Use Properties Content. The Properties and all the materials available on the Properties are either owned by us and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Properties are provided solely for your personal noncommercial use. You may not use the Properties or the materials available on the Properties in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Properties. For information about requesting permission to reproduce or distribute materials from the Properties, please contact us.

B. Links to Other Websites. We may provide links to other third party Internet sites, social media pages or resources. The information provided to you in such linked third party sites are provided solely for your interactive enjoyment. We do not guarantee the accuracy and do not endorse those linked sites or resources or any information contained on them. We have not reviewed and are not responsible for the content or any products or services offered on any third party sites linked to or from the Properties. Further, the terms and privacy policies of any third party site may differ from those of our Properties. You are solely responsible for your decisions regarding your access to, and use of, linked third party sites. Further, we do not solicit or permit the purchase or use of advertisements or commercial endorsements on the Properties by any person or company (including, without limitation, its sponsors, partners or donors). If you choose to click on the links to any of those websites or otherwise engage in any correspondence or business dealings with or other purchase of products or services from any third party website or social media pages you do so on

your own initiative and risk. You agree that we are not responsible or liable for any losses or damages of any sort incurred as a result of any such initiative or as a result of use of those links.

USER CONTENT AND INTERACTIVE AREAS

When you submit or post any material on our Properties, you grant us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium (whether now known or hereafter developed), for any purpose that we choose.

You agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Properties any of the following:

(a) Anything that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;

(b) Anything that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;

(c) Anything that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party and that by posting any content, you represent and warrant that you have the lawful right to distribute and reproduce such content;

(e) Promotions, advertising or solicitations;

(f) Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

(g) Viruses, corrupted data or other harmful, disruptive or destructive files; and

(h) Anything, in our sole judgment, that is objectionable or which restricts or inhibits any other person from using or enjoying our Properties, or which may expose us or our users to any harm or liability of any type.

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You acknowledge and agree that we may preserve content and materials submitted by you, and may also disclose such content and materials if required to do so by law or if, in our business judgment, such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any content or materials submitted by you violate the rights of third parties; or (d) protect the rights, property, or personal safety of Pet Pride of New York, our affiliates, our officers, directors, employees, representatives, our licensors, other users, and/or the public.

IMPROPER USE OF THE PROPERTIES WILL RESULT IN LOSS OF ACCESS AND MAY RESULT IN CIVIL AND CRIMINAL LIABILITIES.

DISCLAIMER

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LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE OR OUR SUBSIDIARIES, PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE PROPERTIES, INCLUDING THEIR MATERIALS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THE PROPERTIES, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARIES, PARENT COMPANIES AND AFFILIATES, IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE PROPERTIES, OR ANY MATERIALS, PRODUCTS, OR SERVICES ON THE PROPERTIES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROPERTIES.

INDEMNIFICATION

You agree to indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, managers, employees, shareholders, agents, representatives and licensors, from and against any and all losses, expenses, damages and costs, including reasonable attorneys’ fees, that arise out of your use of the Properties, violation of these Terms by you or any other person using your account, or your violation of any rights of another. We reserve the right to take over the exclusive defense of any claim for which we

are entitled to indemnification under this section. In such event, you agree to provide us with such cooperation as is reasonably requested by us.

NOTICE OF COPYRIGHT INFRINGEMENT

If you believe that any content on the Properties infringes your copyright and you want the content removed from the Properties, please send a detailed message (under the Digital Millennium Copyright Act, the following information must be included in the message) to our designated agent for notice of claims of copyright infringement:

- i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site.
- iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material.
- iv. Information reasonably sufficient to permit us to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- v. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- vi. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Pet Pride of New York's Designated Agent is:

Polly Grunfeld Sack
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We take copyright and other intellectual property issues seriously, and will terminate any Properties users or related accounts that are connected to valid and repeat copyright infringement complaints.

If you believe that any content on the Properties violates or infringes your intellectual property rights, other than related to copyright, please send a detailed email to info@petprideny.org detailing your allegation, and we will investigate the matter.

DEACTIVATION OF THE PROPERTIES

We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Properties, or any part or portion thereof, with or without notice to you. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Properties, or

any part or portion thereof. Nothing in these Terms shall be construed to obligate us to maintain and support the Properties, or any part or portion thereof, during the term of these Terms.

CHILDREN'S ONLINE PRIVACY PROTECTION RULE

We do not knowingly solicit information from or market to anyone under the age of 13. If you become aware of any data we have collected from a child under the age of 13, please contact us using the contact information provided below.

PRIVACY POLICY

Please refer to our Privacy Policy for information on how we collect, use and disclose personally identifiable information from our users.

OTHER

This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Properties. In the event of any conflict between any such third-party terms and conditions, and these Terms, these Terms will govern. This agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law.

This agreement is personal to you and you may not assign it to anyone. If any provision of this agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this agreement and will not affect the validity and enforceability of any remaining provisions. These Terms are not intended to benefit any third party, and do not create any third party beneficiaries. Accordingly, these Terms may only be invoked or enforced by you or us. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Properties or these Terms must be filed by you within one year after such claim or cause of action arose, or be forever barred.

CONTACT INFORMATION

If you have questions or comments about these Terms, please contact us at:

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