

## PET ANGEL MEMORIAL CENTER TERMS & CONDITIONS OF USE

### 1. SUBMITTING A MEMORIAL

In order to assist and comfort pet owners who have lost a beloved pet, Pet Angel Memorial Center provides an unique opportunity for pet owners to post a memorial to their deceased pet(s) (referred to hereafter as "the Service") subject to the following Terms and Conditions of Use (the "TERMS").

### 2. SUBMISSIONS AND USE OF SERVICE & CONTENT SUBMITTED TO SERVICE

While Pet Angel Memorial Center has the right to accept, decline, edit, modify, delete or move any submissions to its Service, all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") submitted to the Service are the responsibility of the person who submitted the Content. Pet Angel Memorial Center makes no representation or warranty as to the accuracy, completeness or authenticity of any Content. You agree to evaluate and bear all risks associated with the use of any Content you submit. You also agree that you may not rely on any Content and that Pet Angel Memorial Center will not be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content submitted the Service.

Pet Angel Memorial Center grants you a limited, revocable, nonexclusive license to access the Service for your own personal use to view and submit Content consistent with the TERMS. Use of the Service beyond the scope of authorized access granted to you by Pet Angel Memorial Center immediately terminates said permission or license. If you wish to use the Service beyond the scope set forth in the TERMS, please contact Pet Angel Memorial Center regarding a broader license.

To protect our users and the integrity of the Service, you agree not to send, post, submit, or otherwise make available on the Service Content that:

- a) is unlawful, disrespectful, harmful, threatening, abusive, harassing, pornographic, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b) harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c) impersonates any person or entity or misrepresents your affiliation with a person or entity;

- d) includes personal or identifying information about any person without that person's express written consent;
- e) is false, deceptive, misleading, deceitful or misinformative;
- f) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- g) constitutes or contains any form of advertising or solicitation; or
- h) includes links to commercial services or web sites.

Additionally, you agree not to:

- a) submit to the Service more than one memorial for any one pet;
- b) post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on the Service;
- c) attempt to gain unauthorized access to Pet Angel Memorial Center's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the Pet Angel Memorial Center site; or,
- d) uses any form of automated device or computer program that enables the submission of postings on Pet Angel Memorial Center without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals; or,

### 3. ACCEPTING, DECLINING, EDITING, MODIFYING OR DELETING CONTENT

You agree that Pet Angel Memorial Center has the right (but not the obligation) and may, in its sole discretion, accept, decline, edit, modify, delete or move any Content submitted to Pet Angel Memorial Center or that is available via the Service for any reason including, but not limited to, any violation of the letter or spirit of the TERMS or to edit (or correct spelling or grammar in) any Content. You may request that Content you submit to the Service be removed from the Service but Pet Angel Memorial Center reserves the right to not act on your request and shall have no liability for any failure to remove any Content from the Service. Pet Angel Memorial Center reserves the right to accept only one memorial per pet.

#### 4. LIMITATIONS ON SERVICE

You agree that Pet Angel Memorial Center may establish limits concerning use of the Service, including the maximum number of days that Content will be posted or retained by the Service, the maximum number and size of postings or other Content that may be transmitted or stored by the Service, and the frequency with which you may access or post to the Service. Pet Angel Memorial Center has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that Pet Angel Memorial Center reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that Pet Angel Memorial Center is not liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### 5. TERMINATION OF SERVICE

You agree that Pet Angel Memorial Center, in its sole discretion, has the right to terminate your access to or use of the Service without notice, and remove any Content within the Service, for any reason, including, without limitation, if Pet Angel Memorial Center believes you have acted inconsistently with the letter or spirit of the TERMS. Further, you agree that Pet Angel Memorial Center shall not be liable to you or any third-party for any termination of your access to the Service or deletion of any Content. Further, you agree not to attempt to use the Service after such termination.

#### 6. PROPRIETARY RIGHTS

The Service is protected to the maximum extent permitted by copyright laws and international treaties. Content displayed on or through the Service is protected by copyright as a collective work and/or compilation, pursuant to copyrights laws and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of the site or the collective work is prohibited without the express written consent of Pet Angel Memorial Center. You further agree not to reproduce, duplicate or copy Content from the Service without the express written consent of Pet Angel Memorial Center, and agree to abide by any and all copyright notices displayed on the Service. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any aspect of the Service. PET ANGEL MEMORIAL CENTER is a registered mark in the U.S. Patent and Trademark Office.

Although Pet Angel Memorial Center does not claim ownership of Content its users post, by posting Content to any public area of the Service, you automatically grant to Pet Angel Memorial Center an irrevocable, perpetual, non-

exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute the Content and to prepare derivative works of, or incorporate into other works, the Content, and to grant and authorize sublicenses (through multiple tiers) of the foregoing. Furthermore, by posting Content to any public area of the Service, you automatically grant Pet Angel Memorial Center all rights necessary to prohibit any subsequent aggregation, display, copying, duplication, reproduction, or exploitation of the Content on the Service by any party for any purpose.

## 7. DISCLAIMER OF WARRANTIES, LIMITATIONS OF LIABILITY & INDEMNITY

YOU AGREE THAT USE OF THE PET ANGEL MEMORIAL CENTER SITE AND THE SERVICE IS ENTIRELY AT YOUR OWN RISK. THE PET ANGEL MEMORIAL CENTER SITE AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. PET ANGEL MEMORIAL CENTER ALSO DISCLAIMS ANY WARRANTIES FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF ANY CONTENT, THE PET ANGEL MEMORIAL CENTER SITE AND THE SERVICE TO THE FULLEST EXTENT PERMITTED BY LAW.

PET ANGEL MEMORIAL CENTER SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF PET ANGEL MEMORIAL CENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF ANY CONTENT OR YOUR USE OF THE PET ANGEL MEMORIAL CENTER SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE PET ANGEL MEMORIAL CENTER SITE OR THE SERVICE, FROM INABILITY TO USE THE PET ANGEL MEMORIAL CENTER SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF ANY CONTENT, THE PET ANGEL MEMORIAL CENTER SITE OR THE SERVICE.

You agree to indemnify and hold Pet Angel Memorial Center, its subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit to the Service, your use of the Service, your violation of the TERMS or your violation of any rights of another.

## 8. MODIFICATIONS TO THIS AGREEMENT

Pet Angel Memorial Center reserves the right, at its sole discretion, to change, modify or otherwise alter the TERMS at any time. Such modifications shall become effective upon the posting thereof. Your use of the Service after such modifications are implemented constitutes your acceptance of the modifications. You should review the TERMS on a regular basis to keep yourself apprised of any changes. Please consult these terms and conditions regularly. You may request a current copy of the TERMS from Pet Angel Memorial Center through the "Contact" page on Pet Angel Memorial Center's website.

## 9. GENERAL INFORMATION

The TERMS constitute the entire agreement between you and Pet Angel Memorial Center and govern your use of the Service, superceding any prior agreements between you and Pet Angel Memorial Center. The TERMS and the relationship between you and Pet Angel Memorial Center shall be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of law provisions. You and Pet Angel Memorial Center agree to submit to the personal and exclusive jurisdiction of the courts located within Hampden County, Massachusetts. The failure of Pet Angel Memorial Center to exercise or enforce any right or provision of the TERMS shall not constitute a waiver of such right or provision. If any provision of the TERMS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TERMS remain in full force and effect.

## 10. ACCEPTANCE

By using the Service in any way, you are agreeing to comply with the TERMS. Should you object to any term or condition of the TERMS or any subsequent modifications thereto or become dissatisfied with your post, the Service or Pet Angel Memorial Center in any way, your only recourse is to immediately discontinue use of the Service. Pet Angel Memorial Center has the right, but is not obligated, to strictly enforce the TERMS through self-help, active investigation, litigation and prosecution.