

PetChance.org Terms of Use as of September 6, 2012

Welcome to PetChance.org, an online service of PetChance ("PetChance.org" "Pet Chance", "we," or "us"). This page explains the terms by which you may use our service. By accessing or using the PetChance.org services, website and software provided through or in connection with the service ("Service"), you signify that you have read, understood, and agree to be bound by this Terms of Use Agreement ("Agreement"), whether or not you are a registered user of our Service.

Modifications

This Agreement may be modified at any time and without notice. Your continued use of the Service after any such changes constitutes your acceptance of the new Terms of Use. If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

Use of Our Service

PetChance.org gives pet owners an online tool and system with which they can raise awareness of financial needs for animal medical treatments, and where they can also raise money for such medical treatments using online financial transactions. All visitors to PetChance.org, whether registered or not, are "Users." If you register with PetChance.org you become a "User" which enables you to perform certain activities including, but not limited to, creating online content about a financial need (a "Chance"), donating to a Chance, viewing other content, and interacting with other Users.

PetChance.org grants you permission to use the Service as set forth in this Agreement, provided that: (i) you will not copy, distribute, or disclose any part of the Service in any medium; (ii) you will not alter or modify any part of the Service other than as may be reasonably necessary to use the Service for its intended purpose; and (iii) you will otherwise comply with the terms and conditions of this Agreement.

You do not have to register in order to visit PetChance.org. To access certain features of the Service, though, including creating Chance(s), you will need to register with PetChance.org and create a User account. Your account gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion.

You may never use another User's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify PetChance.org immediately of any breach of security or unauthorized use of your account. Although PetChance.org will not be liable for your losses caused by any unauthorized use of your account, you shall be liable for the losses of PetChance.org or others due to such unauthorized use.

You may use your Settings to control your User Profile and how other Users communicate with you. By providing PetChance.org your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal

mail. We may also use your email address to send you other messages, including changes to features of the Service and special offers.

You agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses the Service in a manner that sends more request messages to the PetChance.org servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser. You agree not to collect or harvest any personally identifiable information, including account names, from the Service nor to use the communication systems provided by the Service for any commercial solicitation purposes.

PetChance.org may permanently or temporarily terminate, suspend, or otherwise refuse to permit your access to the Service without notice and liability, if, in PetChance.org's sole determination, you violate any of the Agreement, including the following prohibited actions: (i) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the Service; (ii) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (iii) uploading invalid data, viruses, worms, or other software agents through the Service; (iv) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity; (v) interfering with the proper working of the Service; or, (vi) bypassing the measures we may use to prevent or restrict access to the Service. Upon termination for any reason, you continue to be bound by this Agreement.

You may not use the Service for activities that: (i) violate any law, statute, ordinance or regulation; (ii) relate to sales of (a) narcotics, steroids, certain controlled substances or other products that present a risk to consumer safety, (b) drug paraphernalia, (c) items that encourage, promote, facilitate or instruct others to engage in illegal activity, (d) items that promote hate, violence, racial intolerance, or the financial exploitation of a crime, (e) items that are considered obscene, (f) items that infringe or violate any copyright, trademark, right of publicity or privacy or any other proprietary right under the laws of any jurisdiction, (g) certain sexually oriented materials or services, or (h) ammunition, firearms, or certain firearm parts or accessories, or (i) ,certain weapons or knives regulated under applicable law; (iii) relate to transactions that (a) show the personal information of third parties in violation of applicable law, (b) support pyramid or ponzi schemes, matrix programs, other "get rich quick" schemes or certain multi-level marketing programs, (c) are associated with purchases of real property, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (d) are by payment processors to collect payments on behalf of merchants, (e), are associated with the following Money Service Business activities: the sale of traveler's checks or money orders, currency exchanges or check cashing,or (f) provide certain credit repair or debt settlement services; (iv) involve the sales of products or services identified by government agencies to have a high likelihood of being fraudulent; (v) violate applicable laws or industry regulations regarding the sale of (a) tobacco products, or (b) prescription drugs and devices; (vi) involve gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to casino games, sports betting, horse or greyhound racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes unless the operator has obtained prior approval from PetChance.org and the operator and customers are located exclusively in jurisdictions where such activities are permitted by law.

Creating a Chance

PetChance.org may provide you the opportunity to post your Chance on PetChance.org to showcase and share certain information about the Chance and elicit feedback and financial contributions from other Users. Your Chance is User Content (as defined below), and is subject to all the terms and conditions relating to User Content in this Agreement. It is a breach of this Agreement to post a false or misleading Chance or to post false or misleading information in your Chance Profile. Users who post Chances are sometimes referred to in this Agreement as "Content Creators."

Chance Fundraising

PetChance.org may provide you the opportunity to fundraise for your Chance by soliciting financial contributions to support the Chance from Users ("Donations"). The rules governing fundraising for your Chance (the "Fundraising Rules") are as follows:

1. The first step in launching a fundraising campaign using the Service is to register a pet in your User profile and then create a "Chance" for that pet. When you create a Chance, you will specify the amount of the total Donations you wish to raise during your current campaign ("Treatment Cost") and the date by which you'd like to raise the funds ("Chance Deadline") on your Chance page. The Chance Deadline can be a date or a description (ex. "As soon as possible"). If you raise your Treatment Cost amount, you can create new Chance(s) to fund additional treatment that might be needed. The number of chances you can create is unlimited.
2. You will also be required to specify the name and contact information for the doctor or hospital/clinic (the "Provider") who will provide the treatment to your pet. By providing this information about your Provider to PetChance.org, you represent and warrant that you are a client of, and that your pet is a patient of, the Provider and you thereby authorize the Provider to release certain information to PetChance.org about your pet's medical situation, including the specific medical need(s) of the pet, the prognosis (if applicable), the amount of the treatment (specified as an estimate), and the final costs ("Invoice Amount") of the treatment. PetChance.org will never post any content about you, your pet or your pet's medical situation, even if released by your Provider, unless you specifically authorize that information to be posted by entering it yourself into your Chance record or by granting such permission to PetChance.org in writing using email, fax or other instruments.
3. To receive Donations for your Chance, PetChance.org will utilize one or more third-party payment processors (the "Processor"). Although PetChance.org will select reputable Processors, you understand and agree that PetChance.org shall have no liability for transactions or interactions with the Processor including, but not limited to, failure of the Processor to accept money or process transactions.
4. All Donations made to a Chance will be directed to the Chance "Raised" balance, less a 6.5% marketplace processing fee retained by PetChance.org. All Donations paid to a Provider will constitute "Chance Funding," and the PetChance.org fee and all other Chance Funding requirements will apply. A Provider requests disbursement from your Chance Funding by sending an Invoice to PetChance.org that specifies your Chance ID. Chance Funding will be disbursed from the

Chance "Raised" balance to the Provider within 30 business days of the Invoice date. A copy of the Invoice will be provided to you by PetChance.org upon request.

5. 30 days after your Chance has been Verified by PetChance.org, your Funding Request will automatically close and no more Donations will be accepted for your Chance. You may create new Chances any time, whether or not existing Chances are complete. If your Provider does not send an Invoice against your Chance within 30 days of the completion date of the Chance, the funds raised may be returned to the Donators. PetChance.org will exercise reasonable care to verify with your Provider that no treatment will be provided before attempting to issue refunds. In some cases, if your Provider has not sent Invoices for the total amount raised in a Chance, the amount may not, at PetChance.org's sole discretion, be refunded. In such cases, the money raised will be available to you for up to one year for additional medical needs. Such additional medical needs must be fulfilled for the pet specified in the Chance record; if other pets owned by you have medical needs, separate Chances must be used to raise money for them.

6. You and your Provider agree that Chance Funding may only be used on behalf of the medical treatment described in the Chance, and that Chance Funding will not be used for any other purpose. You agree that if at any time during while a Funding Request is open or within thirty (30) days of the close of a Funding Request, PetChance.org makes a good faith determination that the identity of you or your Provider or the details of the Chance are not as identified in the Chance Posting, or that the Chance Funding has not been used solely on behalf of the Chance, PetChance.org will promptly refund the entire amount of Chance Funding from such Funding Request to the Donators. We may change the Fundraising Rules at any time upon notice to you. If you do not accept a change we make to the Fundraising Rules, your sole remedy shall be to terminate your Chance Posting.

You shall have full responsibility for applicable taxes for all Chance Funding paid to your Provider on your behalf under this Agreement. You agree to indemnify, defend and hold PetChance.org harmless from any liability for, or assessment of, any claims or penalties with respect to such taxes, or other legal requirements, including any liability for, or assessment of, taxes imposed on PetChance.org by the relevant taxing authorities with respect to any Chance Funding paid to your Provider.

PetChance.org makes no guarantee regarding the number or amount of Donations, or the amount of any Chance Funding payment to be made to your Provider under this Agreement. Your financial obligations to your Provider

Contributing to Chances

PetChance.org may provide you the opportunity to make Donations to Chance Postings on the Service. You may contribute to any Chance in any amount you choose. You may contribute to as many Chances as you like.

It is solely your choice to contribute to a Chance. You understand that making a Donation to a Chance does not give you any rights in or to that Chance, including without limitation any ownership, control, or other rights, and that the Chance Entity shall be free to solicit other funding for the Chance, enter into contracts for the Chance, allocate rights in or to the Chance, and otherwise direct the Chance in its sole discretion. You further understand that nothing in this Agreement or otherwise

limits PetChance.org's right to enter into agreements or business relationships relating to Chances. PetChance.org does not guarantee that any Chance's Treatment Cost will be met. If the Treatment Cost is not raised in full, the Provider may elect to provide partial and/or reduced-cost treatment for the pet. In such cases, all money raised for the Chance will be retained by PetChance.org so that future treatment costs for the specified pet may be paid using funds raised in the Chance. If funds raised for a Chance are not disbursed to the Provider within one year of the date the Chance closes, the remaining balance will be transferred to a general fund allocated specifically to the Provider for treatment of other pets. In such cases the Provider must still submit Invoices to PetChance.org and provide evidence that treatment was provided to other pets; in no cases will the money be disbursed to a Provider without being associated to specific Invoices.

PetChance.org does not warrant the use of any Chance Funding or the outcome of any Chance.

Donations to Chances are nonrefundable. Under certain circumstances PetChance.org may, but is under no obligation to, seek the refund of Chance Funding if the Chance Entity misrepresents the Chance or misuses the funds. You acknowledge and agree that all your Donations are between you, the Chance Entity, and the Processor only, and that PetChance.org is not responsible for Contribution transactions, including without limitation any personal or payment information you provide to the Processor.

PetChance.org makes no representations regarding the deductibility of any Contribution for tax purposes. Please consult your tax advisor for more information.

User Content

Some areas of the Service may allow Users to post feedback, comments, questions, and other information. Any such postings, together with Chance Postings, constitute "User Content." You are solely responsible for your User Content that you upload, publish, display, link to or otherwise make available (hereinafter, "post") on the Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You must be the owner of all the Intellectual Property Rights (as defined below) in the User Content you post, or have explicit permission from the owner(s) of all such rights to post the User Content on PetChance.org.

For the purposes of this Agreement, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

You agree not to post User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you, to any other person, or to any animal; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; (v) contains any information or content that is illegal; (vi) contains any information or content that you do not have a right to make available

under any law or under contractual or fiduciary relationships; or (vii) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not violate third-party rights of any kind, including without limitation any Intellectual Property Rights, rights of publicity and privacy. PetChance.org reserves the right, but is not obligated, to reject and/or remove any User Content that PetChance.org believes, in its sole discretion, violates these provisions. You understand that publishing your User Content on the Service is not a substitute for registering it with the U.S. Copyright, the Writer's Guild of America, or any other rights organization.

PetChance.org takes no responsibility and assumes no liability for any User Content that you or any other Users or third parties post or send over the Service. You understand and agree that any loss or damage of any kind that occurs as a result of the use of any User Content that you send, upload, download, stream, post, transmit, display, or otherwise make available or access through your use of the Service, is solely your responsibility. PetChance.org is not responsible for any public display or misuse of your User Content. You understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree that PetChance.org shall not be liable for any damages you allege to incur as a result of such User Content.

You are solely responsible for your interactions with other PetChance.org Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

License Grant

By posting any User Content on the Service, you expressly grant, and you represent and warrant that you have a right to grant, to PetChance.org a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed for use in connection with the Service.

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, personal license to use the Service. PetChance.org reserves all rights not expressly granted herein in the Service and the PetChance.org Content (as defined below). PetChance.org may terminate this license at any time for any reason or no reason.

Assignment of Chance-Related User Content

All User Content posted to a Chance ("Chance Feedback") shall be the sole and exclusive property of the Content Creator that posted that Chance. You hereby assign to the Content Creator, or its designee, all your right, title and interest throughout the world in and to any and all Chance Feedback you post to that Content Creator's Chance. You hereby waive and irrevocably quitclaim to the Content Creator or its designee and PetChance.org any and all claims, of any nature whatsoever, that you now have or may hereafter have for infringement of any and all Chance Feedback you post to that Content Creator's Chance. If you post a Chance, you acknowledge and agree that PetChance.org cannot take responsibility for your use of Chance Feedback and you use Chance Feedback at your own risk. You hereby agree to indemnify, defend and hold PetChance.org

harmless from any liability arising from or relating to your use of Chance Feedback.

Use of Widgets

PetChance.org may give you the opportunity to post a "widget," or code that creates an PetChance.org graphic and a link to the Site, on your personal blog, social network profile, or other locations on the Internet. You agree that your use of PetChance.org widgets is subject to this Agreement, that you will not post any PetChance.org widget on a web page containing content that is prohibited under the "User Content" section of this Agreement, and that you will remove all PetChance.org widgets immediately upon termination of this Agreement.

Our Proprietary Rights

Except for your User Content, the Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content (the "PetChance.org Content"), and all Intellectual Property Rights related thereto, are the exclusive property of PetChance.org and its licensors. Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any materials or content accessible on the Service. Use of the PetChance.org Content or materials on the Service for any purpose not expressly permitted by this Agreement is strictly prohibited.

Eligibility

This Service is intended solely for Users who are thirteen (13) years of age or older, and any registration, use or access to the Service by anyone under 13 is unauthorized, unlicensed, and in violation of this Agreement. PetChance.org may terminate your account, delete any content or information that you have posted on the Service, and/or prohibit you from using or accessing the Service (or any portion, aspect or feature of the Service) for any reason, at any time in its sole discretion, with or without notice, including without limitation if it believes that you are under 13. If you are under 18 years of age you may use the Service only if you either are an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.

Security

We have implemented commercially reasonable technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

Additional Representations and Warranties

You shall be solely responsible for your own User Content and the consequences of posting or publishing it. In connection with User Content, you affirm, represent and warrant, in addition to the other representations and warranties in this Agreement, the following:

- a. You are at least 18 years of age, and that if you are under 18 years of age you are either an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement.
- b. You have the written consent of each and every identifiable natural person in the User Content to use such person's name or likeness in the manner contemplated by the Service and this Agreement, and each such person has released you from any liability that may arise in relation to such use.
- c. Your User Content and PetChance.org's use thereof as contemplated by this Agreement and the Service will not infringe any rights of any third party, including but not limited to any Intellectual Property Rights, privacy rights and rights of publicity.

Third-Party Websites, Advertisers or Services

PetChance.org may contain links to third-party websites, advertisers, or services that are not owned or controlled by PetChance.org. PetChance.org has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites or services. If you access a third party website from PetChance.org, you do so at your own risk, and you understand that this Agreement and PetChance.org's Privacy Policy do not apply to your use of such sites. You expressly relieve PetChance.org from any and all liability arising from your use of any third-party website or services or third party owned content. Additionally, your dealings with or participation in promotions of advertisers found on PetChance.org, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that PetChance.org shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

We encourage you to be aware of when you leave the Service, and to read the terms and conditions and privacy policy of any third-party website or service that you visit.

Indemnity

You agree to defend, indemnify and hold harmless PetChance.org and its subsidiaries, agents, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service, including any data or work transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation, your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any claim or damages that arise as a result of any of your User Content or any that are submitted via your account; or (vi) any other party's access and

use of the Service with your unique username, password or other appropriate security code.

No Warranty

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, PETCHANCE.ORG, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

PETCHANCE.ORG DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE PETCHANCE.ORG SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND PETCHANCE.ORG WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PETCHANCE.ORG, ITS AFFILIATES, DIRECTORS, EMPLOYEES OR ITS LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THIS SERVICE. UNDER NO CIRCUMSTANCES WILL PETCHANCE.ORG BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PETCHANCE.ORG ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD

PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL PETCHANCE.ORG, ITS AFFILIATES, DIRECTORS, EMPLOYEES, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT YOU PAID TO PETCHANCE.ORG HEREUNDER.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF PETCHANCE.ORG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from its facilities in the United States. PetChance.org makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the U.S.

Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by PetChance.org without restriction.

General

A. Governing Law. You agree that: (i) the Service shall be deemed solely based in Massachusetts; and (ii) the Service shall be deemed a passive one that does not give rise to personal jurisdiction over PetChance.org, either specific or general, in jurisdictions other than Massachusetts. This Agreement shall be governed by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws principles. Any claim or dispute between you and PetChance.org that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Worcester County, Massachusetts.

B. Notification Procedures. PetChance.org may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through conspicuous posting of such notice on our website, as determined by PetChance.org in our sole discretion. PetChance.org reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement.

C. Entire Agreement/Severability. This Agreement, together with any other legal notices and agreements published by PetChance.org via the Service, shall constitute the entire agreement between you and PetChance.org concerning the Service. If any provision of this Agreement is

deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

D. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and PetChance.org's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

Please contact us at terms@PetChance.org with any questions regarding this Agreement.