Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR USE OF THIS WEBSITE AND YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESSING OR USING THIS WEBSITE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

The website www.24petwatch.com and related websites (together, the “Pethealth Website”) are owned and operated by PTZ Insurance Services Ltd., and Pethealth Services Inc. and its subsidiaries (together, “Pethealth”).

Your access to the Pethealth Website is subject to the following terms of use (the “Terms of Use”) as well as all applicable laws. By accessing and using the Pethealth Website, you accept and agree to the Terms of Use without limitation or qualification and acknowledge that any other agreements you may have with Pethealth or its affiliates are superseded by the Terms of Use. Pethealth may revise the Terms of Use at any time and without notice to you and your use of the Pethealth Website following such revisions constitutes your acceptance of the revised Terms of Use. You should therefore review the Terms of Use on a regular basis.

The Terms of Use, the Acceptable Use Policy and the 24PetWatch Privacy Policy, constitute the entire agreement between you and Pethealth pertaining to the use of the Pethealth Website.

Pethealth controls the Pethealth Website from its offices in Ontario, Canada. All matters relating to access to, use of, or purchases through the Pethealth Website will be adjudicated by the courts of Ontario and will be governed by the laws of Ontario and the federal laws of Canada applicable to Ontario. The United Nations Convention on Contracts for the International Sale of Goods will not apply; and you are responsible for complying with all local laws. Pethealth reserves the right, without notice and for any reason, to remove any content on this site, and to deny access of any user or users to all or any part of this site.

Use of the Site

Unless otherwise specifically indicated, you may download material displayed on the Pethealth Website for personal, non-commercial use only and you may not distribute, modify, transmit, use, or reuse any of the contents of the Pethealth Website for any public or commercial purpose without the written consent of Pethealth or any third party identified by Pethealth. You must retain all copyright and other proprietary notices on downloaded and/or copied material. Any copy of material from the Pethealth Website you make and distribute for any purpose must also include these Terms of Use. You may not access or use the Pethealth Website in any way that could or is intended to damage or impair the Pethealth Website, or any server or network underlying the Pethealth Website, or interfere with anyone else’s use and enjoyment of the Pethealth Website.

Intellectual Property

You should assume that everything on the Pethealth Website is copyrighted unless otherwise noted and that it must not be used except as provided in the Terms of Use or with the express written consent of Pethealth or any third party identified by Pethealth. PETHEALTH NEITHER WARRANTS OR REPRESENTS THAT YOUR USE OF THE MATERIAL DISPLAYED ON THE PETHEALTH WEBSITE WILL NOT INFRINGE RIGHTS OF THIRD PARTIES. Any product, service, program, or technology described on the Pethealth Website may be the subject of other intellectual property rights (including but not limited to copyright, trademark, or patent rights) owned by Pethealth. Any such right that is not expressly licensed herein is reserved by Pethealth.

Images of people or places displayed on the Pethealth Website are either the property of, or used with permission by, Pethealth. Use of these images by you or other third parties is prohibited unless expressly permitted in the Terms of Use or elsewhere on the Pethealth Website. Any unauthorized use of these images may violate copyright laws, trademark laws, the laws of privacy and publicity, and other applicable regulations and statutes. Any product, service, program or technology described in any document published by Pethealth on the Pethealth Website may be the subject of other intellectual property rights owned by Pethealth. Any such right that is not expressly licensed hereunder is reserved by Pethealth.
Trademarks
The trademarks, logos, and service marks displayed on the Pethealth Website (collectively the "Trademarks") are registered and unregistered trademarks of Pethealth and others. Nothing contained on the Pethealth Website should be construed as granting by implication, estoppel, or otherwise, any license or right to use any Trademark without the written permission of Pethealth or such third party that may own the Trademark. Misuse of any Trademarks or any other content displayed on the Pethealth Website is prohibited. Pethealth aggressively enforces its intellectual property rights, including via civil and criminal proceedings.

Submissions
Except for your personal information, any communication or material you send to the Pethealth Website, electronically or otherwise, including but not limited to data, questions, comments, suggestions, or submissions is and will be treated as non-confidential and non-proprietary. Anything you send to the Pethealth Website may be used by Pethealth for any purpose including but not limited to modification, reproduction, transmission, disclosure, publication, broadcast, and posting. By submitting material to the Pethealth Website, you irrevocably transfer and assign to Pethealth, and forever waive and agree never to assert, any copyrights, "moral" rights, rights of publicity or to privacy, or any other intellectual property or proprietary rights that you may have in such material. Pethealth is free to use, without obligation of any kind, any ideas, concepts, techniques, or know-how contained in any communication you send to the Pethealth site for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products and services.

By using this site, you may submit, or Pethealth may gather, certain limited information about you and your usage of the site. Subject to the terms of the Privacy Policy, Pethealth is free to use such information for any purpose it deems appropriate.

No Warranties and Limitation of Liability
TO THE MAXIMUM EXTENT PERMISSIBLE BY APPLICABLE LAW, PETHEALTH DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT ANY INFORMATION OR SERVICE PROVIDED OR REFERENCED BY THE PETHEALTH WEBSITE IS EITHER ACCURATE, THAT SUCH INFORMATION OR SERVICE WILL FULLFIL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS, OR THAT SUCH INFORMATION OR SERVICE DOES NOT INFRINGE ON ANY THIRD PARTY RIGHTS. EXCEPT FOR ANY EXPRESS WARRANTIES STATED ON THIS SITE, IF ANY, THE INFORMATION AND SERVICES PROVIDED OR REFERENCED ON THIS SITE ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE USER.

WHILE PETHEALTH MAY USE REASONABLE EFFORTS TO INCLUDE ACCURATE AND UP-TO-DATE INFORMATION ON THE PETHEALTH WEBSITE, PETHEALTH MAKES NO WARRANTIES OR REPRESENTATIONS AS TO ITS ACCURACY, TIMELINESS, OR COMPLETENESS. PETHEALTH MAY PERIODICALLY ADD, CHANGE, OR IMPROVE ANY OF THE INFORMATION, PRODUCTS, SERVICES, PROGRAMS AND TECHNOLOGY DESCRIBED ON THE PETHEALTH WEBSITE WITHOUT NOTICE. PETHEALTH ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE PETHEALTH WEBSITE.

YOUR USE OF THE PETHEALTH WEBSITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER PETHEALTH NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PETHEALTH WEBSITE IS LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, ARISING OUT OF YOUR ACCESS TO, USE OF, OR RELIANCE ON THE PETHEALTH WEBSITE, EVEN IF PETHEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR EXAMPLE, PETHEALTH ASSUMES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE FOR, ANY DAMAGES TO OR ANY VIRUSES WHICH MAY AFFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR DOWNLOADING FROM, THE PETHEALTH WEBSITE.

PLEASE NOTE THAT SOME JURISDICTIONS MAY RESTRICT OR DISALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS OF LIABILITY, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

Disclaimers
Pethealth is not responsible for any incorrect or inaccurate content or information posted on the Pethealth Website or in connection with Pethealth, whether caused by advertisers of the Pethealth Website or by any of the equipment or programming associated with or utilized in the Pethealth Website. Inclusion of any linked website on the Pethealth Website does not imply approval or endorsement of the linked website by Pethealth. When you access these third-party sites, you do so at your own risk. Pethealth takes no responsibility for third party advertisements which are posted on the Pethealth Website, nor does it take any responsibility for the goods or services provided by its advertisers. Pethealth assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication. Pethealth is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the Internet or on the Pethealth Website or combination thereof.
Links
Pethealth has not reviewed all of the sites which are linked to or from the Pethealth Website, and the fact of such links does not indicate any approval or endorsement of any material contained on any linked website. Pethealth is not responsible for the contents of any site linked to or from the Pethealth Website; and your connection to any such linked website is at your own risk.

International Information
Pethealth does not warrant or represent that all information on the Pethealth Website is applicable outside of Canada. You should check the applicability of any information on this site to you, your organization, and your jurisdiction.

Solicitation and Forum Usage
You shall not, without the express approval of Pethealth, distribute or otherwise publish any material containing any solicitation of funds, promotion, advertising, or solicitation for goods or services. You specifically acknowledge that soliciting other members to join or become members of any commercial online service or other organization is expressly prohibited. Pethealth may establish general practices and limits on forum usage, including:

- Using the Pethealth Website to transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Creating a false identity for the purpose of misleading others as to the identity of the sender or the origin of a message;
- Stalking or otherwise harassing another; or
- Harming minors in any way.

Pethealth reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Legal Information
These Terms of Use will be governed by and construed under the laws of the Province of Ontario and the federal laws of Canada, excluding only its conflict of law provisions. You hereby submit to the exclusive jurisdiction of the courts within the Province of Ontario, and you hereby waive any jurisdictional, venue, or inconvenient forum objections to such courts.

Any failure by Pethealth to enforce any of its rights under the Terms of Use or applicable laws shall not constitute a waiver of such right. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, you, Pethealth, and the court shall endeavor to give effect to the intent reflected in that provision and the remaining Terms of Use provisions shall retain their full force and effect.

You agree to follow any applicable laws in your use of the Pethealth Website. Among other things, Canadian and other export control laws regulate the export and re-export of technology originating in Canada, and elsewhere. You will abide by all laws and regulations applicable to your use of the Pethealth Website and will not transfer, directly or indirectly, by electronic transmission or otherwise, any content or software from the Pethealth Website to or from any countries or foreign nationals in violation of such laws or regulations.

Pethealth may modify or amend these Terms of Use from time to time. Except for personal information which was previously collected, your use of the Pethealth Website following any such modification or amendment shall constitute your acceptance of the modified or amended Terms of Use. In an effort to keep you informed of changes to these Terms of Use, please note that the latest revision occurred in April 2017. Changes to these Terms of Use will not affect our use of previously provided personal information.

Reporting Libel and Defamation
If you become aware of any misuse of the Pethealth Website, including libelous or defamatory conduct by any person, you must report it to Pethealth. Please contact us by email at legalcounsel@pethealthinc.com.
## Notice

Your rights and obligations under these Terms of Use are enforceable by and against the Pethealth entity indicated below.

<table>
<thead>
<tr>
<th>If you are using:</th>
<th>Your rights and obligations are enforceable by and against:</th>
<th>Notice should be addressed to:</th>
<th>The courts having exclusive jurisdiction are:</th>
<th>The governing law is:</th>
</tr>
</thead>
<tbody>
<tr>
<td>24PetWatch Lost Pet Recovery Services</td>
<td>Pethealth Services Inc., an Ontario corporation</td>
<td>710 Dorval Dr., Suite 400, Oakville, ON L6K 3V7</td>
<td>Toronto, ON, Canada</td>
<td>Ontario and controlling Canadian federal law</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ATTN: Legal Counsel</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24PetWatch Insurance Programs</td>
<td>PTZ Insurance Services Ltd., an Ontario Corporation.</td>
<td>710 Dorval Dr., Suite 400, Oakville, ON L6K 3V7</td>
<td>Toronto, ON, Canada</td>
<td>Ontario and controlling Canadian federal law</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ATTN: Legal Counsel</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>