

## Terms + Conditions

### INTRODUCTION

Please read these terms and conditions carefully. By accessing, visiting or using this website (the “Website”), you, personally and on behalf of the legal entity of which you are a representative, an agent or an employee when acting in such capacity, agree to be bound by these terms and conditions of use (“Terms and Conditions”) and you represent and warrant that you are duly authorized to be so bound. These Terms and Conditions are subject to change. You are therefore advised to read these Terms and Conditions regularly. Your continued access and use of the Website after changes to the Terms and Conditions are posted constitutes your acceptance of the Terms and Conditions as amended. If you do not agree with these Terms and Conditions, please do not access, visit nor make any use of the Website or the information or materials included therein. Any such access, visit, or use is not authorized and subject to a penalty.

#### 1. Definition and General Access Rules

Independence Pet Holdings (“IPH”) is operating the Website to provide information, education and communication to the visitors of the Website. Our contact details are listed on the Web page “Contact Us.” Please feel free to browse the Website.

By accessing and using the Website, you accept and agree to these Terms and Conditions and all applicable international, national, federal, state and local laws and regulations. Any other agreement between you and IPH specifically dealing with access and use of the Website is superseded and of no force or effect. IPH reserves the right to seek all remedies available at law and in equity for violations of these Terms and Conditions, including the right to block access from a particular Internet address or user to the Website.

Unless otherwise expressly provided, materials offered on the Website do not constitute an offer or solicitation to conduct business in any jurisdiction. Persons accessing, visiting or using the Website must satisfy themselves that the laws of their country allow them to access the information or must refrain from accessing, visiting and/or using the Website accordingly.

#### 2. No Warranties and Limitation of Liability

While IPH makes reasonable efforts to provide accurate and timely materials contained in the Website, to check and update the materials and to assess the reliability and accuracy of its sources, IPH makes no warranties or representations as to the accuracy, adequacy, completeness, timeliness or fitness for any specific purpose of the materials included or referred to in the Website or the reliability and accuracy of its sources. There may or may not be technical inaccuracies or typographical errors contained in the Website, and IPH will correct such items at its sole discretion as they are discovered. IPH has no liability and assumes no responsibility or liability, on whatever basis, for any errors or omissions in the content on the Website.

Your use and access of the Website is at your own risk. IPH and any other party, or their respective directors, employees or agents, involved in creating, producing, or delivering the Website will NOT be liable, on whatever basis, for any direct, indirect, incidental, consequential, punitive or special loss or damages, arising out of your access to, visit of or use of the Website, even if IPH was advised of the possibility of such damages, and whether arising in tort (including negligence), contract or otherwise. There is no warranty that your access to or use of the Website will be uninterrupted or error free, or that any particular result may be obtained by use of the Website.

Without limiting the foregoing, you recognize that use and access of the Website is without warranty of any kind, and any materials on the Website are provided “as is.” TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IPH EXPRESSLY EXCLUDES ALL REPRESENTATIONS, LIABILITIES, WARRANTIES, CONDITIONS AND OTHER TERMS, EXPRESS OR IMPLIED, OF ANY KIND (INCLUDING BUT NOT LIMITED TO ANY CONDITIONS OF SATISFACTORY QUALITY, FITNESS FOR PURPOSE AND THE USE OF REASONABLE SKILL AND CARE) WHICH MIGHT OTHERWISE BE IMPLIED INTO OR INCORPORATED IN THESE TERMS AND CONDITIONS, WHETHER BY STATUTE, LAW OR OTHERWISE.

IPH also assumes no responsibility, and shall not be liable for any loss or damages caused by any viruses that may infect your computer equipment or other property on account of your access to or use of the Website or your downloading of any materials, images, content, data, video or audio files, etc., from the Website or any websites linked to or from the Website.

### **3. Intellectual Property Rights**

The materials contained in the Website are protected by intellectual property rights (“IPRs”), which are claimed by IPH, its affiliated entities or third parties. IPRs include, but are not limited to, any of IPH’s, its affiliates’ or third parties’ patents, trademarks, trade names, inventions, copyrights, (registered and unregistered) design rights, databases, or know how and any other intellectual property relating to the Website and the materials.

The materials may not be used (except as provided in these Terms and Conditions or in the text on the Website) without the prior written permission of IPH, its affiliated entities or the third-party owner, as applicable. Nothing contained on the Website should be construed as granting you, your agents or employees any license or written permission to use the materials or IPRs. Subject to the paragraph “Export Controls,” you may, however, download materials for non-commercial, personal use only, provided you also retain and do not alter any copyright and other proprietary rights notices contained on the materials. IPH does not authorize you to distribute, modify, transmit, reuse, report, decompile, reverse engineer or use the materials and other contents of the Website for public or commercial purposes, including the text, images, audio and video. Your unauthorized use of any IPRs, materials or any other content on the Website is strictly prohibited.

IPH does not warrant or represent that your use of content or materials contained in or displayed on the Website will not infringe intellectual property or other rights of third parties not owned by or affiliated with IPH.

Please be aware and advised that IPH will aggressively enforce its IPRs to the fullest extent of the applicable law, including, where applicable, the seeking of criminal prosecution.

### **4. Export Control**

The United States, European Union and any applicable national export control laws prohibit the export of certain technical data and software to certain territories. No content from the Website may be downloaded or otherwise exported in violation of these laws.

### **5. Linked Websites**

This Website may contain links to websites published by third parties. Links to the Website may also be included on third-party websites. IPH has not reviewed all of the websites linked to or from the Website and is neither responsible nor liable for the contents of any off-Website pages or any other non-IPH websites linked to or from the Website. IPH provides or allows such links as a convenience and does not endorse the companies or contents of any linked sites. By creating a link to a third-party website or by being a target of a link from a third-party website, IPH does not endorse or recommend any products or services offered on such third-party website nor does IPH identify with the content of such websites. Neither does IPH express any implied or explicit appreciation as to the accuracy and/or reliability of the information to be found, directly or indirectly, on any third-party website or as to the reliability and/or accuracy of any third party. Your linking to or from any other off-Website pages or other websites is at your own risk.

If you are of the opinion that a linked website does contain any unlawful or illegal content, please contact IPH at the address mentioned on the Web page "Contact Us."

## **6. Termination and Indemnification**

You agree that IPH may terminate your access to, and use of, the Website at any time, without prior notice, if it considers you to have violated any of these Terms and Conditions. You agree to indemnify, defend and hold harmless IPH, its officers, directors, employees, agents, licensors, suppliers and any third party information providers to the Website from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms and Conditions or IPH's termination of your access to or use of the Website. Termination will not affect either party's rights or obligations, which accrued before the termination.

## **7. Severability and Changes**

In the event any of the Terms and Conditions would be held to be unenforceable, the remaining provisions thereof shall remain in full force and effect and the unenforceable provision shall be replaced by such enforceable provision as comes closest to the intention underlying the unenforceable provision.

## **8. Miscellaneous**

IPH's failure to insist upon or enforce strict performance of any provision herein shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision herein. IPH may assign its rights and duties under these Terms and Conditions to any party at any time without notice to you.

## **9. Governing Law and Jurisdiction**

These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the State of New York, United States of America.