

## **Terms and Conditions**

Pets on Peaks: Last revised on: November 21, 2023

BY UPLOADING IMAGES AND/OR INFORMATION (HEREIN, "CONTENT") YOU ACCEPT AND AGREE TO BE LEGALLY BOUND BY AND COMPLY WITH THESE TERMS AND CONDITIONS (A.K.A. "THIS AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT UPLOAD ANY CONTENT. PLEASE TAKE NOTICE THAT ALL DISPUTES BETWEEN YOU AND PETSONPEAKS.COM REGARDING THIS AGREEMENT ARE SUBJECT TO BINDING ARBITRATION ON AN INDIVIDUAL BASIS RATHER THAN JURY TRIALS, INCLUDING CLASS ACTION LAWSUITS.

### Your Responsibilities

- You are responsible for maintaining the accuracy of any Content you submit to PETSONPEAKS.COM.
- You are solely responsible for any Content you provide to us.
- By uploading Content, you represent that you have the right to provide such content and that, to the best of your knowledge, no third parties have any right, title, or interest in the Content.

### Intellectual and Other Proprietary Rights

- Your access and use of PETSONPEAKS.COM is for personal and noncommercial purposes only.
- For any Content you submit, you grant PETSONPEAKS.COM a non-exclusive, sub-licensable, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, display, perform, transmit, copy, modify, edit, delete, adapt, publish, translate, create derivative works from, sell and distribute such Content and to incorporate the Content into any form, medium, or technology, now known or hereafter developed, throughout the world, all without compensation to you.

### Release, Indemnity, Disclaimers and Limitation of Liability

- You agree to indemnify and hold PETSONPEAKS.COM (and its affiliates and its and their officers, directors, employees, contractors, and agents) harmless, including costs and reasonable attorneys' fees, from any claim or demand made by any third party due to or arising out of use of the Content.

### Third Parties

- PETSONPEAKS.COM is not responsible for any links to third-party websites, apps or other services, including social media platforms.

### Termination

- PETSONPEAKS.COM may, in its sole discretion, not publish, remove and/or discard any Content stored, sent, or received via PETSONPEAKS.COM without prior notice and for any reason or no reason.

### Changes to the Terms of Use

- We may revise the Terms and Conditions prospectively by posting an updated version on PETSONPEAKS.COM.

### Governing Law and Severability

- The Terms and Conditions shall be governed by and construed solely and exclusively in accordance with the laws of the State of New York, USA without giving effect to any law that would result in the application of the law of another jurisdiction.
- The Terms and Conditions constitute the entire agreement between you and us regarding the use of PETSONPEAKS.COM and any Content.
- If any provision of the Terms and Conditions are, for any reason, held to be invalid or unenforceable, the other provisions of the Terms and Conditions will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

### Age Eligibility and Legal Capacity

- PETSONPEAKS.COM is not intended for access or use by children, especially those under the age of 13. If you are under the age of 13, you may not upload photos or information.
- By accessing or using PETSONPEAKS.COM, you represent that you have legal capacity to enter into this Agreement and to fulfill your obligations set out in this Agreement. If you are not of an age old enough to enter into contracts in your state (i.e., a minor), you need to review this Agreement with your parent or guardian before using PETSONPEAKS.COM; if your parent or guardian do not agree with the Agreement as applied to you, then you are not authorized to access or use PETSONPEAKS.COM.