

# Pettify Terms of Service

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND REMEDIES.

Last Revised: November 30, 2024.

## 1. Overview

Welcome to Pettify, your platform for connecting with pet breeders, sellers, and veterinarians.

**Acceptance of Terms** By accessing or using Pettify's platform (website and mobile app), you agree to comply with these terms and conditions

This Terms of Service Agreement ("**Agreement**") is entered into by and between Pettify Technology LTD, registered address [enter address here](#)("Company") and you, and is made effective as of the date of your use of this website <https://www.pettify.co/> ("**Site and Apps**"), mobile app available as Pettify on GooglePlay or App Store ("**App**") or the date of electronic acceptance.

This Agreement sets forth the general terms and conditions of your use of the <https://www.pettify.co/> as well as the products and/or services purchased or accessed through this Site (**the "Services"**). Whether you are simply browsing or using this Site or purchase Services, your use of this Site and your electronic acceptance of this Agreement signifies that you have read, understood, acknowledged and agreed to be bound by this Agreement our Privacy policy.

The terms "**we**", "**us**", "**our**", "**the service**" or "**the platforms**" shall refer to Company. The terms "**you**", "**your**", "**User**" or "**customer**" shall refer to any individual or entity who accepts this agreement, uses our Site or App, has access or uses the Services. Nothing in this agreement shall be deemed to confer any third-party rights or benefits.

Company may, in its sole and absolute discretion, change or modify this agreement, and any policies or agreements which are incorporated herein, at any time, and such changes or modifications shall be effective immediately upon posting to this Site. Your use of this Site or the Services after such changes or modifications have been made shall constitute your acceptance of this agreement as last revised.

**IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT AS LAST REVISED, DO NOT USE (OR CONTINUE TO USE) THIS SITE OR THE SERVICES.**

**2. Eligibility–** This Site, Apps and the Services are available only to users who can form legally binding contracts under applicable law. By using this Site or the Services, you represent and warrant that you are:

- At least eighteen (18) years of age,
- otherwise recognised as being able to form legally binding contracts under applicable law, and
- are not a person barred from purchasing or receiving the Services found under the laws of the Federal Republic of Nigeria or other applicable jurisdiction.

If you are entering into this agreement on behalf of a company or any corporate entity, you represent and warrant that you have the legal authority to bind such corporate entity to the terms and conditions contained in this agreement, in which case the terms "**you**", "**your**", "**User**" or "**customer**" shall refer to such corporate entity. If, after your electronic acceptance of this Agreement, Company finds that you do not have the legal authority to bind such corporate entity, you will be personally responsible for the obligations contained in this agreement.

**3. User Accounts–** You must create an account to access Pettify's services. You are responsible for maintaining the **confidentiality of your login credentials** and for all activities under your account. Pettify reserves the right to suspend or terminate accounts that violate our policies.

**4. User Conducts–** By using this Site You acknowledge and agree that:

- I. Your use of this Site and Apps, including any content you submit, will comply with this agreement and all applicable local, state, national and international laws, rules and regulations.
- II. You will not use this Site in a manner that:
  - Is illegal, or promotes or encourages illegal activity
  - Promotes, encourages or engages in child pornography or the exploitation of children
  - Promotes, encourages or engages in terrorism, violence against people, animals, or property

- Promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking
  - Infringes on the intellectual property rights of another user or any other person or entity
  - Violates the privacy or publicity rights of another user or any other person or entity, or breaches any duty of confidentiality that you owe to another user or any other person or entity
  - Interferes with the operation of this Site
  - Contains or installs any viruses, worms, bugs, trojan horses, cryptocurrency miners or other code, files or programs designed to, or capable of, using many resources, disrupting, damaging, or limiting the functionality of any software or hardware.
- III. **You will not:** copy or distribute in any medium any part of this Site and Apps, except where expressly authorised by Company, modify or alter any part of this site or any of its related technologies, access companies content (as defined below) or user content through any technology or means other than through this Site and Apps itself.

**5. Intellectual Properties-** In addition to the general rules above, the provisions in this section apply specifically to your use of companies content posted to Site and Apps. Companies content on this Site and Apps, including without limitation the text, software, scripts, source code, API, graphics, photos, sounds, music, videos and interactive features and the trademarks, service marks and logos contained therein ("**Companies Content**"), are owned by or licensed to **Pettify Technologies** in perpetuity, and are subject to copyright, trademark, and/or patent protection.

Companies content is provided to you "**as is**", "**as available**" and "**with all faults**" for your information and personal, non-commercial use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purposes whatsoever without the express prior written consent of Company.

No right or license under any copyright, trademark, patent, or other proprietary right or license is granted by this Agreement.

**6. Your Use Of User Content-** Users must ensure that the content they post on Pettify (including pet listings, reviews, or messages) complies with our community guidelines. Offensive, misleading, or illegal content is strictly prohibited.

Some of the features of this Site may allow Users to view, post, publish, share, or manage

- I. Ideas, opinions, recommendations, or advice ("User Submissions"), or

- II. literary, artistic, musical, or other content, including but not limited to photos and videos (together with User Submissions,"User Content").

By posting or publishing User Content to this Site, you represent and warrant to Company that:

- I. You have all necessary rights to distribute User Content via this Site, App or via the Services, either because you are the author of the User Content and have the right to distribute the same, or because you have the appropriate distribution rights, licenses, consents, and/or permissions to use, in writing, from the copyright or other owner of the User Content, and
- II. The User Content does not violate the rights of any third party. You agree not to circumvent, disable or otherwise interfere with the security-related features of this Site, Apps (including without limitation those features that prevent or restrict use or copying of any Companies Content or User Content) or enforce limitations on the use of this Site, the Companies Content or the User Content therein.

**7. Company's use of user content-** The provisions in this Section apply specifically to Company's use of User Content posted to Site or App. You shall be solely responsible for any and all of your User Content or User Content that is submitted by you, and the consequences of, and requirements for, distributing it.

With Respect to User Submissions, you acknowledge and agree that: Your User Submissions are entirely voluntary. Your User Submissions do not establish a confidential relationship or obligate Company to treat your User Submissions as confidential or secret.

Company has no obligation, either express or implied, to develop or use your User Submissions, and no compensation is due to you or to anyone else for any intentional or unintentional use of your User Submissions. Company shall own exclusive rights (including all intellectual property and other proprietary rights) to any User Submissions posted to this Site and App and shall be entitled to the unrestricted use and dissemination of any User Submissions posted to this Site and App for any purpose, commercial or otherwise, without acknowledgment or compensation to you or to anyone else.

With Respect to User Content, by posting or publishing User Content to this Site, you authorise Company to use the intellectual property and other proprietary rights in and to your User Content to enable inclusion and use of the User Content in the manner contemplated by this Site and this Agreement.

You hereby grant Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, combine with

other works, display, and perform your User Content in connection with this Site, including without limitation for promoting and redistributing all or part of this Site in any media formats and through any media channels without restrictions of any kind and without payment or other consideration of any kind, or permission or notification, to you or any third party.

You also hereby grant each User of this Site a non-exclusive license to access your User Content through this Site, and to use, reproduce, distribute, prepare derivative works of, combine with other works, display, and perform your User Content as permitted through the functionality of this Site and under this Agreement.

The above licenses granted by you in your User Content terminate within a commercially reasonable time after you remove or delete your User Content from this Site. You understand and agree, however, that Company may retain (but not distribute, display, or perform) server copies of your User Content that have been removed or deleted.

The above licenses granted by you in your User Content are perpetual and irrevocable. Company generally does not pre-screen User Content but reserves the right (but undertakes no duty) to do so and decide whether any item of User Content is appropriate and/or complies with this Agreement. Company may remove any item of User Content if it violating this Agreement, at any time and without prior notice.

**8. Links To Third-Party Websites**—This Site may contain links to third-party websites that are not owned or controlled by Company. Company assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third-party websites. In addition, Company does not censor or edit the content of any third-party websites.

By using this Site you expressly release Company from any and all liability arising from your use of any third-party website. Accordingly, Company encourages you to be aware when you leave this Site and to review the terms and conditions, privacy policies, and other governing documents of each other website that you may visit.

**9. Liability & Indemnity**—Pettify is not liable for any damages resulting from the use of our platform, including disputes between users, financial losses, or health issues related to pets.

You agree to protect, defend, indemnify and hold harmless Company and its officers, directors, employees, agents from and against any and all claims, demands, costs, expenses, losses, liabilities and damages of every kind and nature (including, without limitation, reasonable attorneys' fees) imposed upon or incurred by Company directly or indirectly arising from:

- I. Your use of and access to this Site
- II. Your violation of any provision of this Agreement or the policies or agreements which are incorporated herein; and/or
- III. Your violation of any third-party right, including without limitation any intellectual property or other proprietary right. The indemnification obligations under this section shall survive any termination or expiration of this Agreement or your use of this Site or the Services found at this Site.

10. **Data Transfer**– If you are visiting this Site from a country other than the country in which our servers are located, your communications with us may result in the transfer of information across international boundaries. By visiting this Site and communicating electronically with us, you consent to such transfers.

11. **Availability of Website and Apps**– Subject to the terms and conditions of this Agreement and our policies, we shall use commercially reasonable efforts to attempt to provide this Site and App on 24/7 basis.

You acknowledge and agree that from time to time this Site and App may be inaccessible for any reason including, but not limited to, periodic maintenance, repairs or replacements that we undertake from time to time, or other causes beyond our control including, but not limited to, interruption or failure of telecommunication or digital transmission links or other failures.

You acknowledge and agree that we have no control over the availability of this Site and Apps on a continuous or uninterrupted basis, and that we assume no liability to you or any other party with regard thereto.

12. **Discontinued Services**– Company reserves the right to cease offering or providing any of the Services at any time, for any or no reason, and without prior notice.

Although Company makes great effort to maximize the lifespan of all its Services, there are times when a Service we offer will be discontinued. If that is the case, that product or service will no longer be supported by Company. In such case, Company will either offer a comparable Service for you to migrate to or a refund. Company will not be liable to you or any third party for any modification, suspension, or discontinuance of any of the Services we may offer or facilitate access to.

**13. . Listings & Purchases**– Vendors are responsible for the accuracy and legality of the pets they list on Pettify. Pettify is a platform and does not directly sell or verify pets. Buyers are responsible for verifying the seller's and their pet information before completing any transaction.

**14. Vet Services**– Pettify offers a platform for users to book vet appointments with licensed veterinarians. However, Pettify is not responsible for the services rendered by these vets. Users should ensure that they verify the vet's qualifications independently.

**15. Fees & Payment**–All transactions for pets or vet appointments are between the buyer and seller or service provider or payment processor. Pettify is only responsible to facilitate payments but is not responsible for the completion of any financial transaction.

Pettify may charge fees to coaches ("Seller's Fees") and Users ("Customer Fees") usually **VAT** (collectively "Service Fees") for the use of the Services. Detailed information about when Service Fees apply and how they are calculated can be found in our FAQs.

Pettify reserves the right to change the Service Fees at any time and will provide Members with sufficient notice before the changes take effect. These changes will not impact purchases made before the effective date of the fee change. Pettify's payment processing services, including credit card data processing and storage, are provided by Paystack Inc. ("Paystack") and are subject to Paystack's Services Agreement – Nigeria & United States. By accepting these terms and continuing to use Pettify, Users agree to the Paystack Services Agreement as Paystack may modify it from time to time. To use Paystack's payment processing services, you must provide Pettify with accurate information about yourself and your business, and authorise Pettify to share this information and transaction details with Paystack.

**16. Refunds**–Refund policies are at the discretion Pettify on behalf of the individual sellers (Sellers Of Pets) and service providers (Vets). Pettify does not offer refunds for purchases or services made through the platform. Pettify only mediates issues that may arise but is at the discretion of offering a refund or not. Refund requests must be lodged within 24 hours of the transaction. To apply for a refund, please contact [hello@pettifyi.co](mailto:hello@pettifyi.co) and explain why you require a refund in detail.

**17. No Third-Party Beneficiaries**–Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

18. **Compliance with local laws**– Company makes no representation or warranty that the content available on this Site and App are appropriate in every country or jurisdiction, and access to this Site from countries or jurisdictions where its content is illegal is prohibited. Users who choose to access this Site and App are responsible for compliance with all local laws, rules and regulations.

19. **Accounts**– To access the Services, you need to create a personal account. When you create the account, you affirm that you are at least 18 years old. You are responsible for providing and updating accurate personal information and protecting your account details. Impersonating someone else is not allowed. A valid email address must be used and Pettify may verify it at any time. Pettify will not be held liable for any losses or damages resulting from your failure to meet these requirements.

Your account is for personal use only and must not be used by others without your supervision. You can't transfer your account to anyone else either. You are solely responsible for all activity on your account. Pettify reserves the right to change, terminate, or restrict access to any aspect of the Service or your account, without notice. They may also impose usage limitations. You are accountable for your use of Pettify, including the legality of any content you display, share, upload or make available through the Service.

20. **Termination**– We can cancel or halt your account and prevent access to the Service without prior notice, for any reason, and we can do this at our discretion. You can end your account by stopping to use the Service. The provisions of these Terms that are meant to continue even after termination will continue, including, but not limited to, ownership, disclaimer of warranties, indemnification, and limitations of liability.

21. **Purchases**–If you want to buy a product or service through Pettify, you may need to provide information such as your credit card number, expiration date, billing address, and shipping information. You guarantee that you have the legal right to use the payment method for the purchase and that the information you provide is accurate.

We may use third-party services to process payments and complete purchases. By giving us your information, you agree to let us share it with these third parties as outlined in our Privacy Policy. We reserve the right to reject or cancel your order for reasons including but not limited to product unavailability, incorrect product information, errors in your order, or suspected fraud or illegal activity.

22. **Pettify Obligations**– By publishing content on Pettify, you promise to:



Honour all enrollment requests made through the platform at the listed price and time and do not decline participation for discriminatory or illegal reasons

Ensure that any content you share on the service does not infringe on any third party copyrights or proprietary rights unless you have permission from the rightful owner

Guarantee that you will always follow all relevant laws while using the service.

**23. Intellectual Property Ownership**–Pettifyi and its licensors retain exclusive ownership of the Service and its original content, features, and functionality. Service is protected by copyright, trademark, and other Nigerian & foreign laws. Pettify's trademarks and trade dress must not be used for any product or service without its prior written consent.

#### **24. Copyright Policy**

Pettify respects the intellectual property rights of others and has the policy to address any claim that posted content on the Service infringes on someone's copyright or other intellectual property rights. Anyone who posts content on the Service can be held responsible for damages, including legal fees, for false claims or misrepresentation of copyright infringement.

**25. Changes to the Terms**– Pettify may update these Terms of Service at any time. Users will be notified of significant changes, and continued use of the platform after such changes constitutes acceptance.

**26. Dispute Resolution**–Any controversy or claim arising out of or relating to these Terms of Services will be settled by binding arbitration. Any such controversy or claim must be arbitrated on an individual basis, and must not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration must be conducted in Nigeria or United States, and judgment on the arbitration award may be entered into any court having jurisdiction thereof.

**27. Governing Law** These Terms of Service are governed by the laws of Federal Republic of Nigeria. Any disputes arising from these terms shall be resolved through arbitration or legal proceedings in the relevant jurisdiction.

**28. Contact Information**–If you have any questions about this Agreement, please contact us by email or regular mail at the following address:

Pettify Global Technologies LTD

**hello@pettify.co**

**Signed:**

**Pettify Team.**