

PetQuest — Terms of Use

Last Updated: January 26, 2025

ACCEPTANCE OF TERMS

These Terms of Use constitute a legally binding agreement between you, whether personally or on behalf of an entity (“you”), and **PetQuest** (“PetQuest,” “Company,” “we,” “us,” or “our”).

PetQuest is a gamified financial literacy and virtual pet-care platform designed to help users develop healthy money habits through interactive gameplay (the “Platform”).

By accessing or using the Platform, including any related websites, applications, features, or media channels, you agree to be bound by these Terms of Use.

If you do not agree with all of these terms, you must discontinue use immediately.

Supplemental terms, policies, or guidelines posted on the Platform are incorporated by reference. We reserve the right to update or modify these Terms at any time. Continued use of the Platform after changes constitutes acceptance of the revised Terms.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, the Platform and all related content — including but not limited to source code, databases, software, game mechanics, designs, audio, video, text, graphics, and logos (collectively, the “Content”) — are owned by PetQuest or licensed to PetQuest.

The Content and associated trademarks, service marks, and branding (“Marks”) are protected under applicable intellectual property laws.

You may not copy, reproduce, distribute, sell, or exploit any portion of the Platform or Content for commercial purposes without prior written permission.

Users are granted a **limited, non-exclusive, non-transferable license** to access and use the Platform for personal, educational, and non-commercial purposes only.

All rights not expressly granted are reserved.

USER REPRESENTATIONS

By using the Platform, you represent and warrant that:

- All information you provide is accurate, current, and complete.
- You will maintain and promptly update your information as needed.
- You have the legal capacity to agree to these Terms.
- If you are a minor, you have obtained parental or guardian permission.
- You will not use automated or non-human means to access the Platform.
- You will not use the Platform for illegal, harmful, or unauthorized purposes.
- Your use complies with all applicable laws and regulations.

Providing false, misleading, or incomplete information may result in suspension or termination of access.

USER REGISTRATION

Some features of the Platform may require account registration.

You are responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.

We reserve the right to remove, reclaim, or change usernames that are inappropriate, misleading, or violate these Terms.

PROHIBITED ACTIVITIES

You agree not to use the Platform to:

- Collect data or content without authorization.
- Create accounts or access the Platform using automated tools.
- Advertise, sell, or solicit goods or services without approval.
- Circumvent security features or access restricted areas.
- Misuse support services or submit false reports.
- Impersonate another user or entity.
- Harass, threaten, or harm others.
- Upload or transmit viruses, spam, or harmful materials.
- Remove copyright or proprietary notices.

Violations may result in suspension, termination, or legal action.

SUBMISSIONS

Any feedback, suggestions, ideas, or other submissions you provide become the property of PetQuest.

You grant PetQuest a perpetual, unrestricted, royalty-free license to use such submissions without compensation or acknowledgment.

THIRD-PARTY WEBSITES AND CONTENT

The Platform may contain links to third-party websites or services. PetQuest is not responsible for the content, accuracy, or policies of third-party sites. Accessing such sites is at your own risk.

SITE MANAGEMENT

We reserve the right to monitor activity on the Platform, enforce these Terms, restrict access, and take legal action as necessary to protect the Platform and its users.

PRIVACY POLICY

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PetQuest values your privacy and is committed to protecting your personal information.

By using the Platform, you consent to the collection and use of data as described in this Privacy Policy. The Platform is hosted in the United States. If you access the Platform from another region, you consent to the transfer of your data to the United States.

We collect limited data to:

- Operate and improve the Platform
- Personalize gameplay experiences
- Maintain account security
- Analyze usage trends

PetQuest does **not** sell personal data.

TERM AND TERMINATION

These Terms remain in effect while you use the Platform.

PetQuest may suspend or terminate access at any time, with or without notice, for violations of these Terms or applicable laws. Upon termination, you may not create a new account.

MODIFICATIONS AND INTERRUPTIONS

PetQuest reserves the right to modify, suspend, or discontinue any part of the Platform at any time without notice. We are not liable for interruptions, downtime, or changes to features.

GOVERNING LAW

These Terms are governed by the laws of the **State of Georgia**, without regard to conflict-of-law principles.

DISPUTE RESOLUTION

Informal Resolution:

Both parties agree to attempt informal resolution for at least thirty (30) days before pursuing formal action.

Binding Arbitration:

If unresolved, disputes will be resolved through binding arbitration under the rules of the American Arbitration Association. Litigation in court is waived except where prohibited by law.

DISCLAIMER

The Platform is provided “**as-is**” and “**as-available**.”

PetQuest disclaims all warranties, including implied warranties of merchantability and fitness for a particular purpose.

LIMITATION OF LIABILITY

PetQuest and its team are not liable for any indirect, incidental, or consequential damages arising from use of the Platform.

INDEMNIFICATION

You agree to indemnify and hold harmless PetQuest from any claims, damages, or losses arising from your use of the Platform or violation of these Terms.

USER DATA

While PetQuest maintains data related to platform functionality, you are responsible for your transmitted data. PetQuest is not liable for loss or corruption of such data.

ELECTRONIC COMMUNICATIONS

You consent to receive electronic communications and agree that electronic records and signatures are legally binding.

CALIFORNIA USERS

California residents may contact the California Department of Consumer Affairs for unresolved complaints.

MISCELLANEOUS

These Terms, along with any posted policies, constitute the entire agreement between you and PetQuest.

If any provision is deemed unenforceable, the remaining provisions remain valid. No partnership, employment, or agency relationship is created.

CONTACT US

PetQuest

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Cookie Policy

Effective Date: January 26, 2025

PetQuest uses cookies and similar technologies to enhance platform functionality and user experience.

Cookies We Use:

- **Essential Cookies:** Required for login and core functionality.
- **Performance Cookies:** Help analyze usage and improve features.
- **Functional Cookies:** Remember user preferences and settings.
- **Marketing Cookies:** Used only if applicable for analytics or promotions.

You may manage cookies through your browser settings. Disabling cookies may affect platform functionality.

Open-Source License

MIT License

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